COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, August 16, 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 August 2, 2016.

6. Consider Payment of Claims.

7. Old Business:
   B. Discuss C.O.A. Tustin Parking Lot Bids – Susan Vander Pol.
   C. Update on I.T. Right – Jon-Thomas Burgess.
   D. Update on Naming of Road Easement – Susan Vander Pol.
   E. Discuss County Commissioners 2017 & 2018 Compensation – Susan Vander Pol.
   F. Update on 2017 County Budget – Susan Vander Pol.
   G. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Update on New Reed City Area District Library – Heather Symon Bassett.
   B. Discuss C.O.A. Items – Scott Schryer:
      1. Veterans Agreement.
   C. Closed Session: Consider Purchase of Property.

9. Other Business:

10. Employee/Board Comments.

11. Extended Public Comments (Six Minute Limit).


Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

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

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
The Committee meeting was called to order at 9:32 a.m. by Chairman Emig.


Also present: Nancy Crawford-Register of Deeds, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk, and other members of the public.

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

Brief public comment: None.

Employee/Board comment: None.

Motion by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the minutes from July 19, 2016. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the current claims of the County in the amount of $40,847.80. Recommendation was unanimously supported.

Update on Buildings, Technology & Economic Development/Public Safety /Health & Human Services Committee Meeting
Commissioner Gregory provided an update on the committee meeting that occurred on July 19. Discussion followed.

Discuss Security Enhancements for Register of Deeds Office
Nancy Crawford, Register of Deeds, spoke regarding added security measures in her office. She stated that the way the other offices are set up will not be functional for her office. Discussion was held.

County Dental Plan
Susan Vander Pol, County Coordinator, gave a review of the options available for the County Dental Plans. Discussion followed.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the Option #1; 75/50/50 and increasing the dental annual maximum from $800 to $1,000 and authorize the Chairman or County Clerk to sign the necessary documents. Recommendation was unanimously supported.
Sheriff/C.O.A. Vehicle Bids
Susan Vander Pol, County Coordinator, spoke regarding the bids received for the several vehicles up for sale. There were no bids on the C.O.A. vehicle. The sheriff's department vehicles all had successful bids. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to scrap the 1994 Ford Econoline van and authorize the County Clerk to sign off on the title. Recommendation was unanimously supported.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to award the bid on the 2011 Dodge Charger to Bayridge Motors of Staten Island, NY for $2,775.00 with three weeks to pick up the vehicle or it will go to the next high bidder; and authorize the County Clerk to sign off on the title. Recommendation was unanimously supported.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the bids on the 2006 Dodge Charger for $4,650.34 and the 2009 Dodge Charger for $5,150.55 to Mark MacRae of Midland and authorize the County Clerk to sign off on the titles. Recommendation was unanimously supported.

Plumbing Inspector Resignation Letter
Susan Vander Pol, County Coordinator, spoke regarding the resignation of the current plumbing inspector, and asked for the Board's approval.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to accept the resignation letter from Gene VanGordon, Plumbing Inspector. Recommendation was unanimously supported.

Plumbing Inspector Agreement with Ken Clark
Susan Vander Pol, County Coordinator, spoke regarding the new plumbing agreement with Ken Clark. Discussion followed.

Recommended by Commissioner Elkins, seconded by Commissioner Wayne, to approve the Plumbing Inspector contract with Kenneth Clark and authorize the Chairman to sign. Recommendation was unanimously supported.

Private Easement Naming of Road
Susan Vander Pol, County Coordinator, gave information regarding the possible names for the easement that the Building Inspector, Emergency Management and other professional buildings are located on. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to accept the name of “Professional Drive” for the easement going up to the Health and Human Services building. Recommendation was unanimously supported.
Update of the 2017 County Budget
Susan Vander Pol, County Coordinator, gave an update on the current progress of the 2017 budget. Discussion followed.

Budget Amendment
Commissioner Tiedt reviewed the budget amendments presented.

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

Pine River Area Schools Easement
Susan Vander Pol, County Coordinator, spoke regarding the Quit Claim Deed for the property exchange and the Reciprocal Use and Access Agreement for the Pine River Area Public Schools. Discussion was held.

Recommended by Commissioner Gregory, supported by Commissioner Nehmer, to approve the Quit Claim Deed and the Reciprocal Use and Access Agreement for a period of 20 years for the Tustin property exchange with Pine River Area Schools and authorize the Chairman to sign the documents. Recommendation was unanimously supported.

Professional Services Contract Extension with MGT America Consulting, LLC
Susan Vander Pol, County Coordinator, provided information regarding a possible 2 year extension of the contract with MGT America Consulting, LLC. Discussion followed.

Recommended by Commissioner Halladay, supported by Commissioner Elkins, to waive the Request for Proposals process and approve the Consulting Services Agreement with MGT of America Consulting, LLC. as presented and authorize the Chairman to sign. Recommendation was unanimously supported.

Employee/Board Comment: Susan Vander Pol, County Coordinator, spoke regarding the security in the building.

Extended Public Comment: None.

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

Courtney Causey, Deputy County Clerk

Larry Emig, Chairman
July 27, 2016

Osceola County COA-Re: LPI Newsletter

Dear Scott and interested parties,

We have been utilizing the printing services of LPI Since December 2014. They have been a good company to work with and we are quite happy with the service. They started out catering mostly to churches and have branched out to senior centers. We were able to see that there were a few senior centers in Michigan that work with them. This helped me to see what they could look like for a senior center. We do not use very much of their graphic capability because a majority is aimed at church content but the printing end of it has been invaluable.

Although the contract states “Customer agrees to provide Publisher a copy of their vendor/accounts payable list only for solicitation of advertising for the Publication,” they in actuality were asking for a list of companies that we collaborate with that may be interested in supporting the center. That is the list we gave them. This list supports our mission with assisting individuals in remaining independent, or serves the population we serve in some way. The Senior Center board uses a bulk mailing permit and it was essential that the advertisers follow our mission in order to keep this bulk mailing permit.

As we were skeptical about not having to pay a cent for such an attractive newsletter, they assured us that the support in this community would pay for the publication. This was correct. You do need to have a certain number of advertisers committed to taking out the ads in the paper in order for it to pay for itself. That is an important part to the success.

This service has allowed us to update our look and deliver an excellent newsletter. I hope this information helps you in determining its feasibility for your organization.

Best Regards,

Cynthia M. Mallory, Director
Commission on Aging & Senior Center
OSCEOLA COUNTY
Commission on Aging Parking Lot Project

PROPOSAL SPECIFICATIONS

The County of Osceola is seeking SEALED proposals for the resurfacing of the Commission on Aging’s Tustin site parking lot. Required specifications include:

- Pulverize the existing asphalt surface to granular condition.
- Fine grade and compact gravel base.
- Place asphalt in one lift at 2 ½” Thickness 1100T Mix.
- Provide butt joint at concrete walkway to entrance of COA building.
- Repair the west driveway entrance that connects to South Neilson Street.
- The approximate square footage of area to be repaired is __22,500__.

Proposal to include:

Sealed proposal quotes shall include costs for all materials, labor, and any fees and/or necessary permits and performance bond. Bids are due on **Monday, August 8, 2016 by 4:00 p.m.**

Workers Compensation and Liability Insurance Certificates must be provided to the County upon award of project. A Performance Bond is required for all projects over $20,000 and must be submitted as part of the bid.

The owner reserves the right to accept any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the Owner.

**Project shall be completed within 90 days of Proposal award. There will be a $50 penalty per day reduction from bid award for the project if it goes over agreed upon completion date without mutual extension in writing signed by both parties.**
ADVERTISEMENT FOR PROPOSALS

PROJECT: COA Parking Lot Project

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

PROPOSALS SUBMITTED TO: Susan M. Vander Pol
County Coordinator
301 West Upton Avenue
Reed City, MI 49677
Telephone (231) 832-6196

The County of Osceola is actively accepting SEALED PROPOSALS for the parking lot project of the Commission on Aging in Tustin, Michigan.

No vendor may withdraw a Proposal within 60 days of the Proposal Date.

The specifications and forms for the project are available on-line at www.osceola-county.org or upon request by calling (231) 832-6196. Questions may be directed to the Director of the Commission on Aging at (231) 734-6002.

Sealed proposals must be on County forms, submitted and clearly marked “COA Parking Lot Project Proposal” by 4:00 p.m. on Monday August 8, 2016, at which time they will be publicly opened and read in the Board of Commissioners room, 2nd floor of the Osceola County Courthouse, 301 West Upton Avenue, Reed City, Michigan.

A tour of the parking area is scheduled for Thursday July 28, 2016 from 9 a.m. to 11 a.m. at 213 South Neilson, Tustin MI, 49688. Interested bidders are encouraged to attend.

The owner reserves the right to accept any or all Proposals, in whole or in part, and to waiver irregularities in any proposal in the interest of the Owner.

Please note Osceola County is tax exempt – Federal Identification Number - 38-6004880.

************************************
Osceola County Board of Commissioners
C/O Susan M. Vander Pol
301 West Upton Avenue
Reed City, MI 49677
PROPOSAL SUBMISSION FORM
OSCEOLA COUNTY COA PARKING LOT PROJECT

The following SEALED proposal is submitted for the parking lot project of the Commission on Aging in Tustin, Michigan. The vendor has reviewed the proposal specification sheet and submits the following proposal:

Osceola County Proposal

MATERIALS

LABOR (INSTALLATION)

PERMIT FEES

PERFORMANCE BOND

PROPOSAL TOTAL

Sealed proposal must be on the County form and clearly marked “COA Parking Lot Project Proposal.”

No Vendor may withdraw a Proposal within 60 days of the Proposal Due Date. Proposals are due by 4:00 p.m. on August 8, 2016.

The Owner reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the Owner.

Workers Compensation and Liability Insurance Certificates must be provided to the County upon award of project. A Performance Bond is also required for all projects over $20,000.

Project shall be completed within 90 days of award of proposal. There will be a $50 penalty per day reduction from bid award for project if it goes over agreed upon completion date without mutual extension in writing signed by both parties.

CONTACT PERSON: __________________________________________

COMPANY NAME: __________________________________________

ADDRESS: _________________________________________________

TELEPHONE NO: ____________________________________________

EMAIL ADDRESS: __________________________________________

DATE: ____________________________________________________

SIGNATURE: ______________________________________________

**OSCEOLA COUNTY COMMISSION ON AGING**  
**TUSTIN PAVING PROJECT**  
**Bids Summary Page**

**Bids Due Date:** August 8, 2016 (Monday)  
**Bids Due By:** 4:00 p.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Proposal Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fenstermacher</td>
<td>$ 47,000.00</td>
</tr>
<tr>
<td>City: Big Rapids, MI</td>
<td></td>
</tr>
<tr>
<td>2. Elmer's (Team)</td>
<td>$ 50,012.00</td>
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<tr>
<td>City: Traverse City, MI</td>
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<tr>
<td>3. Michigan Paving Materials</td>
<td>$ 76,025.70</td>
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<tr>
<td>City: Grand Rapids, MI</td>
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<tr>
<td>4. Rieth-Riley</td>
<td>$ 52,345.00</td>
</tr>
<tr>
<td>City: Big Rapids, MI</td>
<td></td>
</tr>
<tr>
<td>5. Bidder</td>
<td>$</td>
</tr>
<tr>
<td>City:</td>
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<tr>
<td>6. Bidder</td>
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<tr>
<td>9. Bidder</td>
<td>$</td>
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<tr>
<td>City:</td>
<td></td>
</tr>
</tbody>
</table>

_Signed:_  

- **Bid Opener Signature:**  
- **Witness Signature:**
PROPOSAL SUBMISSION FORM
OSCEOLA COUNTY COA PARKING LOT PROJECT

The following SEALED proposal is submitted for the parking lot project of the Commission on Aging in Tustin, Michigan. The vendor has reviewed the proposal specification sheet and submits the following proposal:

MATERIALS

LABOR (INSTALLATION)

PERMIT FEES

PERFORMANCE BOND

$45.000.00

PROPOSAL TOTAL

$47,000.00

Sealed proposal must be on the County form and clearly marked “COA Parking Lot Project Proposal.”

No Vendor may withdraw a Proposal within 60 days of the Proposal Due Date. Proposals are due by 4:00 p.m. on August 8, 2016.

The Owner reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the Owner.

Workers Compensation and Liability Insurance Certificates must be provided to the County upon award of project. A Performance Bond is also required for all projects over $20,000.

Project shall be completed within 90 days of award of proposal. There will be a $50 penalty per day reduction from bid award for project if it goes over agreed upon completion date without mutual extension in writing signed by both parties.

CONTACT PERSON:  

COMPANY NAME:  

ADDRESS:  

TELEPHONE NO:  

EMAIL ADDRESS:

DATE:  

SIGNATURE:

Jack Oethuis  

Fenstermacher Asphalt Paving LLC  

18573 Northland Dr  

Big Rapids MI 49307  

231-796-4579  

gary@fenstermacherasphalt.com  

8-1-2016  

JC. Oethuis  

RECEIVED  

AUG - 8 2016
We hereby submit specifications and estimates for:

Proposal: To pulverize, regrade and place a new 2 1/2" asphalt surface over existing parking lot.

1) Saw cut line at edge of work area, along road and along edge of entry to building. Approx. 300 ft.

2) Remove concrete areas as needed. Approx. 350 square feet.

3) Pulverize existing parking lot

4) Furnish and install 2 Bollards to protect guy wire for utility pole.

5) Furnish and install as much as 20 tons of stabilized road gravel.

6) Fine grade, adjust grade at entry (raise at street, lower at top) and compact in preparation of an asphalt surface.

7) Furnish and install a bituminous hot asphalt mix at an approximate rate of 275#/ per sq. yard.
   (2 1/2" Average). Approx. 22,313 total square feet.

8) Stripe lot as per plan.

9) Furnish and install 10 parking bumpers.

10) Provide Performance bond

Please Sign and Return 1 Copy

We propose hereby to furnish materials and labor – complete in accordance with the above specifications, for the sum of:
Forty Seven Thousand Dollars and 00/100

Dollars $ (47,000.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, todomo, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Fenstermacher Asphalt Paving
By: 
Authorized Signature

Note: Proposal may be withdrawn by us if not accepted within days.

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

(See reverse side for conditions.)
STANDARD CONDITIONS OF THIS PROPOSAL

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

1. All material is warranted to be as specified. All work is to be completed according to this proposal and in a workmanlike manner. We make no warranties which extend beyond the description contained on this proposal. The warranty period is for two years unless otherwise noted.

2. We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and or supplies, or any other cause beyond our control.

3. Thickness of Pavement: All descriptions of pavement thickness in this proposal refer to average thickness. Variations in sub-grade conditions and technical limitation may result in variations from this average. We warrant that sufficient material will be used on the project to result in the average thickness named.

4. Fenstermacher Asphalt Paving will not proceed with the work as specified in this proposal until satisfied of the customer ability and intent to pay according to the terms outlined herein.

5. Drainage: Paving industry standards for the proper design of asphalt pavement require a minimum slope 1% in all areas (one foot of fall every 100 feet). If the proposed grades on this project result in less than the minimum acceptable slope of 1%, the customer could experience slow runoff of surface water, and “birdbath” puddles on the completed pavement. Such problems will not be subject to correction under our warranty.

6. Material Characteristics: An asphalt pavement is a flexible structure. Tire marks and impressions may occur for a period prior to curing, especially during continued high temperature weather conditions.

7. Extra Work: Should the need arise for work that goes beyond the scope of what is outlined in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.

8. Customer must have job area cleared and accessible in such a manner that Fenstermacher Asphalt Paving can commence operations without undue delay. If Fenstermacher Asphalt Paving is required to expend time, material and equipment in order to complete the preparation of the sub grade, when such work is the responsibility of others, or to obtain clear access to the jobsite, the costs for such extra work will be billed on a time and material basis under the extra work provision of this contract. Payment for such extra work will be due subject to the same terms as work outlined under the basic contract.

9. Customer shall be responsible for the security of the jobsite and is responsible for any damage to Fenstermacher Asphalt Paving’s work in progress caused by the other contractors, suppliers or the general public when Fenstermacher Asphalt Paving representatives are not on the jobsite.

10. Fenstermacher Asphalt Paving shall keep the jobsite free from accumulation of waste materials and rubbish. Upon completion of the job, Fenstermacher Asphalt Paving will leave the site ready for use.

11. Upon completion of the project by Fenstermacher Asphalt Paving, the customer may make a final inspection, and in the absence of any noticeable defects, accept the job as satisfactorily completed.

12. PAYMENT IS DUE UPON CUSTOMERS RECEIPT OF INVOICE. Any other agreement to the contrary must be in writing on the face of this contract.

13. Nothing herein contained shall be construed as a waiver or modification of Fenstermacher Asphalt Paving statutory lien rights, which lien rights Fenstermacher Asphalt Paving will exercise if payment by customer is not promptly made.

14. A service charge of 2% per month will be made on all account balances not paid within 30 days of invoice date, together with costs of collection and attorney fees.

15. Fenstermacher Asphalt Paving cannot be held responsible for erosion. Customer is responsible for stabilizing banks and surrounding areas.

16. Crack Filler: Not all cracks are filled with hot rubber. Often more thin cracks become visible after cleaning. Cracks need to be wide enough for the thick rubber to penetrate.
OSCEOLA COUNTY
Commission on Aging Parking Lot Project

PROPOSAL SPECIFICATIONS

The County of Osceola is seeking SEALED proposals for the resurfacing of the Commission on Aging’s Tustin site parking lot. Required specifications include:

- Pulverize the existing asphalt surface to granular condition.
- Fine grade and compact gravel base.
- Place asphalt in one lift at 2 1/4" Thickness 1100T Mix.
- Provide butt joint at concrete walkway to entrance of COA building.
- Repair the west driveway entrance that connects to South Neilson Street.
- The approximate square footage of area to be repaired is 22,500.

Proposal to include:

Sealed proposal quotes shall include costs for all materials, labor, and any fees and/or necessary permits and performance bond. Bids are due on Monday, August 8, 2016 by 4:00 p.m.

Workers Compensation and Liability Insurance Certificates must be provided to the County upon award of project. A Performance Bond is required for all projects over $20,000 and must be submitted as part of the bid.

The owner reserves the right to accept any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the Owner.

Project shall be completed within 90 days of Proposal award. There will be a $50 penalty per day reduction from bid award for the project if it goes over agreed upon completion date without mutual extension in writing signed by both parties.

Performance Bond to be submitted by Tenenmacher Asphalt Paving Ltd.

After reviewing, it is awarded the work.

CoA - Scott Shuey
734-1600

Ass't - 6000

Bldg dept. Osceola Co
832-6117
PROPOSAL SUBMISSION FORM
OSCEOLA COUNTY COA PARKING LOT PROJECT

The following SEALED proposal is submitted for the parking lot project of the Commission on Aging in Tustin, Michigan. The vendor has reviewed the proposal specification sheet and submits the following proposal:

Osceola County Proposal

MATERIALS 20,169.00
LABOR (INSTALLATION) 28,577.00
PERMIT FEES 500.00
PERFORMANCE BOND 750.00

PROPOSAL TOTAL 59,512.00

Sealed proposal must be on the County form and clearly marked “COA Parking Lot Project Proposal.”

No Vendor may withdraw a Proposal within 60 days of the Proposal Due Date. Proposals are due by 4:00 p.m. on August 8, 2016.

The Owner reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the Owner.

Workers Compensation and Liability Insurance Certificates must be provided to the County upon award of project. A Performance Bond is also required for all projects over $20,000.

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CONTACT PERSON: DAVID VIVIAN
COMPANY NAME: ELMIERS
ADDRESS: PO BOX 6150
TRaverse CITY mi. 49686
TELEPHONE NO: 231-218-4972
EMAIL ADDRESS: DAVEV@ELMIERS.COM
DATE: 8-8-16
SIGNATURE: David Vivian
Oscoda County
Commission on Aging
B. Justin

New Edge of
Asphalt 3' from
Building

Install 4 Bollards

Fence

Sewer,
Parking Lot
Not Included

Area 1 - Pulverize Existing Asphalt to Granular Material, Shape Existing Gravel Base, Fine Gravel and Compact.

Place New Asphalt in One Lift at 2 1/2" Thickness.
PROPOSAL SUBMISSION FORM
OSCEOLA COUNTY COA PARKING LOT PROJECT

The following SEALED proposal is submitted for the parking lot project of the Commission on Aging in Tustin, Michigan. The vendor has reviewed the proposal specification sheet and submits the following proposal:

Osceola County Proposal

MATERIALS

LABOR (INSTALLATION)

PERMIT FEES

PERFORMANCE BOND

PROPOSAL TOTAL

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CONTACT PERSON: Kyle Bannon

COMPANY NAME: Michigan Paving & Materials Company

ADDRESS: 1100 Market Ave. SW
Grand Rapids, MI 49503

TELEPHONE NO: (616) 242-9653

EMAIL ADDRESS: Kbannon@mpmc.com

DATE: 7/29/16

SIGNATURE: [Signature]

RECEIVED AUG - 8 2016
BID BOND

Bond Number: 7310515

KNOW ALL MEN BY THESE PRESENTS, that we MICHIGAN PAVING & MATERIALS COMPANY

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto

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

as Obligee, (the "Obligee"), in the penal sum of FIVE PERCENT OF AMOUNT BID

Dollars ($5%),

for the payment of which sum well and truly to be made, the Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for County of Osceola; COA Parking Lot Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 29th day of July, 2016

WITNESS/ATTEST:

[Signature]

MICHAEL B. SCHMITTING
Principal

Name: Ben Schmittling
Title: Division Manager

LIBERTY MUTUAL INSURANCE COMPANY

Surety

[Signature]

Jason Van Patten, Attorney-in-Fact

LBS-5000

Rev. 10/95
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Brownell; Dennis Rickard; Gregg Campbell; Jason Van Patten; Lonnie R. Schaub; Robert Checkley; Robert Mayer, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Michigan Paving and Materials Company.

and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April 2016

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

By:

David M. Carey, Assistant Secretary

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Teresa Pastella, Notary Public

Notarial Seal

COi resiOMNEOf PENNSYLVANIA

By: Teresa Pastella, Notary Public

Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ______ day of ____________ , 20____

By: Gregory W. Davenport, Assistant Secretary
PROPOSAL SUBMISSION FORM
OSCEOLA COUNTY COA PARKING LOT PROJECT

The following SEALED proposal is submitted for the parking lot project of the Commission on Aging in Tustin, Michigan. The vendor has reviewed the proposal specification sheet and submits the following proposal:

Osceola County Proposal

MATERIALS

$ 20,314.00

LABOR (INSTALLATION) & EQUIPMENT.

$ 31,311.00

PERMIT FEES

$ 200.00

PERFORMANCE BOND

$ 520.00

PROPOSAL TOTAL

$ 52,345.00

Sealed proposal must be on the County form and clearly marked “COA Parking Lot Project Proposal.”

No Vendor may withdraw a Proposal within 60 days of the Proposal Due Date. Proposals are due by 4:00 p.m. on August 8, 2016.

The Owner reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive irregularities in any proposal in the interest of the Owner.

Workers Compensation and Liability Insurance Certificates must be provided to the County upon award of project. A Performance Bond is also required for all projects over $20,000.

* A Performance Bond will be issued if we are confirmed the approved low bidder. R.M.

Project shall be completed within 90 days of award of proposal. There will be a $50 penalty per day reduction from bid award for project if it goes over agreed upon completion date without mutual extension in writing signed by both parties.

CONTACT PERSON: Rod McKenzie

COMPANY NAME: Rieth-Riley Construction Co., Inc.

ADDRESS: 20251 E. 19 Mile Road

Big Rapids, MI 49307

TELEPHONE NO: 231-796-7268

EMAIL ADDRESS: rmckenzie@rieth-riley.com

DATE: August 8, 2016

SIGNATURE: 

Received
By: AUG 8 2016
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

TRAVELERS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,
That we ________________ principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of $______________ (5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

COA Parking Lot Project
213 South Neilson
Tustin, MI 49688

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of August 2016.

Amy Jelew
(Witness)

Rieth-Riley Construction Co., Inc.
(Principal)

By: Rodney McKenzie
(Title)

Travelers Casualty and Surety Company of America

By: Sandra Martinez
Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 8th day of August, 2016, before me, Diane M. O'Leary, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

[Signature]
Notary Public in the State of Illinois
County of Cook
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222589 Certificate No. 003745986

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint


of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereeto affixed, this 29th day of June, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

State of Connecticut
City of Hartford ss.

By: ______________________________
    George W. Thompson, Senior Vice President

On this the 29th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.

______________________________
Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority by or one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 2016.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
TO: Jon-Thomas Burgess  
Osceola County  
301 W. Upton Ave  
49677 Reed City  
United States  
Phone: 231-832-5572

<table>
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<tr>
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<th>DUE DATE</th>
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* This rate considers Jon-Thomas as being IT Director and lead. In this arrangement, IT Right will use its resources to augment and support Mr. Burgess's efforts to support the County with unlimited access to our helpdesk and field departments.

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<tr>
<td>TOTAL</td>
<td></td>
<td>$20,000.00</td>
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Thank You For Your Business!

I.T. Right, PO Box 160 Bath MI 48808
This Agreement is made effective as of ___________, by and between Osceola County, and I.T. Right of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _______ I.T. RIGHT will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes the existing computers and related network equipment within the client’s office.

2. SERVICES NOT COVERED. I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment/technologies. Client will be notified ahead of time of any extra charges involved before the work is started. Client will be responsible for the purchase of any hardware or software items. Replacement of Servers, and Wiring services are considered new technology, are not covered under this contract and will be billed separately.

3. PAYMENT. The Client will pay a fee to I.T. RIGHT for the Services in the amount of $20,000.00. This fee shall be payable within 30 days unless otherwise notated in this document.

4. PERFORMANCE OF SERVICES. I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT’s obligations under this Agreement.

5. THIS SECTION INTENTIONALLY LEFT BLANK.

6. NEW PROJECT APPROVAL. I.T. RIGHT and The Client recognize that I.T. RIGHT’s Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of The Client prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement shall be effective for a period of 1 year. Either party reserves the right to terminate this contract at any time provided 30 days’ notice is given. The remaining time will be prorated and paid to the client.

8. EMPLOYEES. I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.
9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Service contract:
If for The Client:

Osceola County
301 W. Upton Ave
49677 Reed City
United States

If for I.T. RIGHT:

I.T. Right
Dan Eggleston
5815 East Clark Road Suite G
Bath Michigan 48808

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. APPLICABLE LAW. The laws of the State of Michigan shall govern this Agreement.

Party receiving services: Osceola County

Accepted By: ________________________________

Title: ________________________________

Party providing services: I.T. Right

Proposed By  
[Signature]
Dan Eggleston, Director of Information Technology
<table>
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<td>Managed Antivirus Quote w/ full Proactive Protection Plan Option</td>
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<td>2</td>
<td>110</td>
<td>Managed Antivirus</td>
<td></td>
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<td>3</td>
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<td>Proactive Coverage Option: Tier II</td>
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<td>Workstation Proactive Performance Monitoring, Patch Management, Scheduled</td>
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<td>Maintenance, Predictive Hardware Failure, and Intrusion Detection. (Optional</td>
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<td>- SELECTED)</td>
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<td>Server Proactive Performance Monitoring, Patch Management, Scheduled</td>
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<td>Maintenance, Predictive Hardware Failure, Health Checks, and Intrusion</td>
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<td>Detection. (Optional - SELECTED)</td>
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<td>* Server will have Tier I monitoring and Antivirus. Workstations will be</td>
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<td></td>
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<td>covered Tier I and Tier II for Proactive coverage.</td>
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SubTotal: $3,150.00
Tax: $0.00
Shipping: $0.00
Total: $3,150.00
TO Jon-Thomas Burgess  
Osceola County  
301 W. Upton Ave  
49677 Reed City  
United States  
Phone: 231-832-5572

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<td>Remote Backup for 2 servers at offsite locations</td>
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<td>Initial setup fee (One-time)</td>
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* Quote assumes a C400 CTERA for centralizing the data locally before piping offsite.

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<td>TOTAL</td>
<td>$3,275.00</td>
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Thank You For Your Business!
I.T. RIGHT Remote Backup Agreement

This Agreement is made effective as of ____________, by and between Osceola County, and I.T. Right, of 5815 East Clark Road, Suite G. Bath Michigan 48808.

1. Backup Service: I.T. Right, Inc. agrees to provide an initial full backup of the subscriber’s computer(s) DATA FILES and then provide partial backups of the clients DATA FILES, as specified by subscriber. A summary listing of these files will be provided to the customer for their review, and to provide verification of the completeness of the data to be backed up. I.T. Right, Inc. will store these data files for the subscriber for as long as this agreement is in force. Upon the request of the subscriber, I.T. Right, Inc. will locate and transfer these files to the subscriber’s computer within 48 hours.

2. Term of agreement: Agreement shall be in effect for one year from the above date. This agreement shall continue indefinitely until either party notifies the other in writing of the intent to cancel. The Client will pay a fee to I.T. RIGHT for the Services in the amount of $3,000.00 per year. This fee shall be payable within 30 days unless otherwise notated in this document. In the event of renewal, the subscriber shall pay the same amounts as set forth above, subject to any increases in rates as specified in Section 4.

3. Exclusive Remedy: Subscriber does not desire this contract to provide full liability for loss, damage or injury. In the event I.T. Right, Inc. should be found liable for loss, damage or injury in any respect, its liability shall be limited to $3,275.00 as the agreed upon liquidated damages and not as a penalty. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by subscriber and to fix liability of I.T. Right, Inc. at a specific sum of $3,275.00. If subscriber desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense.

4. Increases in service fees: Notwithstanding the terms and conditions set forth herein, after the expiration of the initial term of this agreement, I.T. Right, Inc. may increase the fees and charges upon giving the subscriber 90 days’ notice in writing.

5. Communications circuits: Subscriber is responsible for the cost and maintenance of all telephone or other communication circuits required for dutiful transmission and system access. All data files are transmitted over communications company circuits, which are wholly beyond the control and jurisdiction of I.T. Right, Inc. and are maintained by the communications company. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach I.T. Right, Inc. Facility or equipment. I.T. Right, Inc. cannot be responsible for the continued operation or functioning of these communication circuits nor the reliability of the data files being received over them.

6. Default and Termination: This agreement may be terminated by either party for any reason, provided 30 days written notice is given. Upon such notice prorated funds, and the subscriber’s backup data will be returned to the subscriber within 48 hours.

7. Complete agreement: This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, is invalid unless expressed in writing in this agreement.
8. Password Security: It is the full responsibility of subscriber to write down the password that subscriber chose during initial installations of service. I.T. Right, Inc. will not be held responsible of loss of password and does not maintain client passwords. Subscriber understands that without the password, the encrypted stored data cannot be retrieved and shall not hold I.T. Right, Inc. responsible in any way for any losses of any kind whatsoever caused by the loss of a password.

9. Pricing and Payment schedule: Annual invoices will be sent via mail, email or facsimile approximately 30 days prior to the due date.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the Client:

Osceola County
301 W. Upton Ave
49677 Reed City
United States

IF for I.T. Right:

I.T. Right
Dan Eggleston
Director of Information Technology
5815 E. Clark Rd.
Bath, MI 48808

Party receiving services:

Accepted By: ________________________________

Title: ________________________________

Party providing services: I.T. Right

Proposed By: ________________________________
Dan Eggleston, Director of Information Technology
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<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<td>Local Backup and Disaster Recovery Device</td>
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<td>CTERA C400, 4-BAY CLOUD STORAGE GATEWAYS WITH 50 LOCAL WORKSTATION BACKUP AGENTS(EU &amp; US TYPE)</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<td>2TB Hard Drive Sata</td>
<td>$100.00</td>
<td>$400.00</td>
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<tr>
<td>4</td>
<td>10</td>
<td>CTerA Server Agent</td>
<td>$200.00</td>
<td>$2,000.00</td>
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<td>5</td>
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<td>This device would offload backups to IT Right daily, as well.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>* The agents are a one time fee.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SubTotal: $3,900.00
Tax: $0.00
Shipping: $0.00
Total: $3,900.00

Thanks for choosing I.T. Right!
Customers List

41B District Court
Account Receivable Solutions, Ada Township
Addison township
Addison, Village of
Adrian Public Library
Adrian, City of
Alaiedon Township
Aimont, Village
AMG Appraisal Services
Arcada Township
Architects Design Group
Armada Township
Ashley, Village
Auburn, City
Aurelius Township
Ausable Charter Township
Auto Owners
Bad Axe, City
Barry, Township
Beaver Creek Township
Bellevue, Village
Benton Charter Township
Bernard Risdon
Big Rapids Township
Big Rapids, City
Bingham Township
Birmingham, City
Blackman Township
Blissfield Police Department
Blissfield, Village
Bloomfield Hills, City
Blue Water Area Humane Society
Bois Blanc Township
Boyne Library
Brady Township
Bridgeport Township
Brighton Township
Brooklyn, Village
Brown Deer, Village
Brownstown Township
BS&A Software
Buchanan Township
Bums Township
Burr Oak Township
Cadillac, City
Caledonia Township Kent
Caledonia Township Shiawassee
Caledonia, Village of
Cambridge Township
Cannon Township
Career Quest Learning Center
Carson City
Cascade Charter Township
Casnovia Township
CCTC
Century Glass
Cheboygan City
Cherry Grove Township
Chesaning, Village
China Township
Chippewa County
Clam Lake Township
Clare PD, City of
Clare, City of
Clark Township
Clinton County
Clinton County Road
Clio Fire Department
Clio, City
Clyde Township
cccm.org

Collaboration Systems Group
Columbia Township
Comstock Township
Comstock Township FD
Concord, Village of
Convis Township
Cooper Township
Core Technology
Corunna, City
Cottrellville Township
Crawford County
Crawford Sheriff Department
CSZ Services
Dalton Township
Dan P Eggleston
Davison, City of
Davison, City of DPW
Decatur, Village
Delhi Township
Detroit, City
Dewitt Area Recreation Authority
Dewitt DDA
Dewitt Library
Dewitt, City of
Dewitt, Township
Dexter, Village
DMC Service Group
Dornbos Sign & Safety
Douglas PD
Douglas, City of the Village
Dundee Township
Dundee, Village
Durand City of
Eagle Township
East China Township
Eaton Township
Information Technology Solutions
that Work for Local Government

Muskegon Township
MWEA
New Haven Township
Newaygo County
North Branch Township
North Oakland County Fire Authority
North Star Township
Northfield Township
Oakland Township
Orion Township
Oceola Township
OCMAA.ORG
Olive Township
One-to-OneInstitute
Onondaga Township
Ortonville, Village of
Oscoda
Oshtemo
Oskaloosa
Otisco Township
Otsego
Ovid Township
Ovid, Village of
Pac 2 Library Cooperative
Pere Marquette Charter Township
Perry, City of
Petersburg, City of
Pewamo, Village of
Phillip Hart
Pinckney Library
Pinckney, Village of
Pinconning Township
Pine Lake Fire Department
Pine River Township
Pittsfield Township
Plymouth Housing Commission
Plymouth, City
Port Huron DDA
Port Huron Township
Port of Monroe
Port Sanilac Village
Potterville, City
Prairieville township
Putnam Fire
Raisin Township
Redford Township
Richfield Township
Richland Township
Riley Township
Risdon Rigs
Rives Township
Rochester, City
Rochester, City PD
Roseville, City of
Ross Township
Saline, City
Sand Lake village
Sandusky, City
Sanilac County
Saugatuck, City of
Sault Ste. Marie, City
SCCAFC
Schoolcraft township

Scio Township
Shelby, Village
Sheridan Township
Shorewood Village
Signature Appraisal
SLC Meter
Sodus Township
Somerset Township
South Branch Township
Southern Clinton County Municipal Utility Authority

Spring Arbor Township
St. Ignace, City
St. Martha School
Sterling Heights
Stockbridge Area Ambulance
Stockbridge Township
Stockbridge, Village
Summit Township
Surrey Township
Suwanee, City
SWBCWS
Tecumseh, City
Texas Township
Thornapple Township
Torch Lake Township
Tyrone Township
Vassar, City
Vernon Township
Vernon, Village
Victor Township
Walker, City of
Waterloo Township
Wayne County
WCA Assessing
Webberville, Village of
Webster Township

West Side Water
Wexford County
Wheatfield Township
White Lake Township
Whiteford Township
Williamston PD
Williamston, City of
Woodland Township
Zeeland, City of

855-ITRIGHT (487-4448)  www.itright.com  support@itright.com
Date: August 8, 2016

To Whom It May Concern: Osceola County, Michigan Primary Care Partners, Deshano Company

We, the undersigned, are in agreement that the private drive located W off 220th Avenue btwn 4 Mile and US 10

(Please include map)
in section 8 in Richmond Twp. in Osceola County, be named;

Professional Drive

We are the property owners that use this road to access our properties.

Print name here:  

Signature:
### Exhibit 13

**Osceola County**

Classification and Compensation Study

Salary Data for County Commissioners in Select Michigan Counties

<table>
<thead>
<tr>
<th>County</th>
<th>Board Chair</th>
<th>Vice Chair</th>
<th>County Commissioner</th>
<th>Meeting Pay/Direct Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>Osceola County</td>
<td>$7,131</td>
<td>$5,182</td>
<td>$5,182</td>
<td>$35 per half day meeting or $60 for full day.</td>
</tr>
<tr>
<td>Benzie County</td>
<td>$5,529</td>
<td>$5,014</td>
<td>$4,789</td>
<td>$35 per meeting or $70 if over 4 hours</td>
</tr>
<tr>
<td>Clare County</td>
<td>$9,201</td>
<td>$8,501</td>
<td>$8,501</td>
<td>$25 morning, $50 afternoon, $75 evening meetings</td>
</tr>
<tr>
<td>Gladwin County</td>
<td>$8,600</td>
<td>$7,600</td>
<td>$7,600</td>
<td>$25 meeting, only those appointed to</td>
</tr>
<tr>
<td>Kalkaska County</td>
<td>$6,000</td>
<td>$5,400</td>
<td>$5,400</td>
<td>No feedback provided</td>
</tr>
<tr>
<td>Lake County</td>
<td>$6,986</td>
<td>$6,641</td>
<td>$6,641</td>
<td>$50 half day, $75 full day for committees</td>
</tr>
<tr>
<td>Manistee County</td>
<td>$6,600</td>
<td>$5,400</td>
<td>$5,400</td>
<td>$40 per meeting</td>
</tr>
<tr>
<td>Mecosta County</td>
<td>$9,148</td>
<td>$8,148</td>
<td>$8,148</td>
<td>$25 per meeting up to three per day</td>
</tr>
<tr>
<td>Missaukee County</td>
<td>$4,200</td>
<td>$3,600</td>
<td>$3,600</td>
<td>$50 regular meeting, $25-$50 for committee</td>
</tr>
<tr>
<td>Oceana County</td>
<td>$5,894</td>
<td>$3,751</td>
<td>$3,751</td>
<td>$30 per meeting</td>
</tr>
<tr>
<td>Otsego County</td>
<td>$10,800</td>
<td>$9,604</td>
<td>$9,604</td>
<td>$40-$50 for committee meetings</td>
</tr>
<tr>
<td>Roscommon County</td>
<td>$15,506</td>
<td>$14,851</td>
<td>$14,851</td>
<td>None</td>
</tr>
<tr>
<td>Wexford County</td>
<td>$5,333</td>
<td>$4,833</td>
<td>$4,833</td>
<td>$35 half day and $50 full for meetings</td>
</tr>
<tr>
<td><strong>Average of Other Than Osceola</strong></td>
<td><strong>$7,816</strong></td>
<td><strong>$6,945</strong></td>
<td><strong>$6,927</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Median of Other Than Osceola</strong></td>
<td><strong>$6,793</strong></td>
<td><strong>$6,021</strong></td>
<td><strong>$6,021</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

Source: Survey of listed counties.

As seen in Exhibit 13:

- Osceola County’s Board Chair is paid roughly 9% below the average of the twelve counties.

- The majority of counties, like Osceola County, do not have a pay level for Vice Chair that is higher than that of the Commissioners.
• Osceola County’s Commissioners are paid roughly 25% below the average of the twelve counties for annual stipend.

• In regard to pay, a second component is meeting pay. Osceola County pays $35 for a half day meeting and $60 for a full day. As seen in Exhibit 14, other counties also pay for meetings though conditions change from county to county. Only Roscommon County does not have additional meeting pay.

Exhibit 14 compares benefit offerings for commissioners in the various counties. While five offer none, others offer health care, life insurance retirement and life insurance – or some combination of these. Osceola County provides life insurance and retirement.

**Exhibit 14**

**Osceola County**

**Classification and Compensation Study**

**Benefit Data for County Commissioners in Select Michigan Counties**

<table>
<thead>
<tr>
<th>County</th>
<th>Summary of Reported Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Osceola County</td>
<td>Life insurance and retirement</td>
</tr>
<tr>
<td>Benzie County</td>
<td>Health, dental, vision and life insurance</td>
</tr>
<tr>
<td>Clare County</td>
<td>None</td>
</tr>
<tr>
<td>Gladwin County</td>
<td>None</td>
</tr>
<tr>
<td>Kalkaska County</td>
<td>No feedback provided</td>
</tr>
<tr>
<td>Lake County</td>
<td>Health insurance and retirement</td>
</tr>
<tr>
<td>Manistee County</td>
<td>None</td>
</tr>
<tr>
<td>Mecosta County</td>
<td>Full county benefit package</td>
</tr>
<tr>
<td>Missaukee County</td>
<td>None</td>
</tr>
<tr>
<td>Oceana County</td>
<td>Health, dental, vision and life insurance</td>
</tr>
<tr>
<td>Otsego County</td>
<td>Health insurance at 50% premium cost sharing</td>
</tr>
<tr>
<td>Roscommon County</td>
<td>Health, dental, vision and retirement</td>
</tr>
<tr>
<td>Wexford County</td>
<td>None</td>
</tr>
</tbody>
</table>

Source: Survey of listed counties.

In summary, Exhibits 13 and 14 provide an overview on board compensation that may be useful to Osceola County in evaluating both current and future compensation.

**A. COMPARATIVE PAY DATA FOR THE COUNTY COORDINATOR**

The twelve counties in our market survey utilize a variety of approaches for county administration including county administrators, county controllers and others. Some simply do
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:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(______)</td>
<td>$(______)</td>
</tr>
<tr>
<td></td>
<td>$(______)</td>
<td>$(______)</td>
</tr>
<tr>
<td></td>
<td>$(______)</td>
<td>$(______)</td>
</tr>
</tbody>
</table>

EXPENSES:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Employees</td>
</tr>
<tr>
<td>Holidays</td>
</tr>
<tr>
<td>Boat Main</td>
</tr>
<tr>
<td>Vehicle Main</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>101.331.702.003</td>
<td>$(______)</td>
<td>$(--220)</td>
</tr>
<tr>
<td>101.331.702.006</td>
<td>$(______)</td>
<td>$(--240)</td>
</tr>
<tr>
<td>101.331.932.002</td>
<td>$(______)</td>
<td>$(--265)</td>
</tr>
<tr>
<td>101.331.933.000</td>
<td>$(--685)</td>
<td>$(--685)</td>
</tr>
</tbody>
</table>

| TOTAL: | $(--685)  | $(--685) |

Sheriff/Marine                   Board of Commissioners/Representative
Department Head Signature         Recorded ( ) Motion/Resolution No.  
Department Head Signature         Budget Amendment No. __________

EXPLANATION:

Y-5-16 Date
County of Osceola  
BUDGET AMENDMENT

To: County Treasurer

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:

<table>
<thead>
<tr>
<th>Fund</th>
<th>General ( )</th>
<th>245 Capital ( )</th>
<th>Special Revenue ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Debt Service ( )</td>
<td>Other Parks ( x )</td>
<td></td>
</tr>
</tbody>
</table>

Revenue:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Acct Name</th>
<th>Decrease</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Expenses:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Acct Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>508.000.980.019</td>
<td>Capitol</td>
<td>$1500.00</td>
<td>$</td>
</tr>
<tr>
<td>508.000.721.001</td>
<td>Health Ins</td>
<td>$</td>
<td>$1500.00</td>
</tr>
<tr>
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<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$1500.00</td>
<td>$1500.00</td>
</tr>
</tbody>
</table>

Budget Amendment # 6

Julie Homan

Park Administrator/Bookkeeper

07/26/16

Date Signed

Park Commissioner/Date

County Commission Approval/Date

(440)

7-26-16
County of Osceola  
BUDGET AMENDMENT

To: County Treasurer

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:

<table>
<thead>
<tr>
<th>Fund:</th>
<th>General ( )</th>
<th>245 Capital ( )</th>
<th>Special Revenue ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Debt Service ( )</td>
<td>Other Parks ( x )</td>
<td></td>
</tr>
</tbody>
</table>

### Revenue:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Acct Name</th>
<th>Decrease</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td>$</td>
<td></td>
</tr>
<tr>
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<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Total**:  
Decrease $ 
Increase $ 

### Expenses:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Acct Name</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>508 . 000 . 934 . 000</td>
<td>Bldg Maint</td>
<td>$ 2200.00</td>
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</tr>
<tr>
<td>508 . 000 . 721 . 001</td>
<td>Health Ins</td>
<td>$</td>
<td>$ 2200.00</td>
</tr>
<tr>
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<td></td>
<td>$</td>
<td>$</td>
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<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
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<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total**:  
Increase $ 2200.00  
Decrease $ 2200.00

Budget Amendment # 7  
Julie Homan  
08/09/16  
Older phone conv with Alan Tedt  
8/9/16  
Park Administrator/Bookkeeper  
Date Signed  
Park Commissioner/Date  
County Commission Approval/Date
<table>
<thead>
<tr>
<th>Journal Number GL Number</th>
<th>Date</th>
<th>Description</th>
<th>User</th>
<th>DR</th>
<th>CR</th>
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<tbody>
<tr>
<td>7.75</td>
<td>07/01/2016</td>
<td>BA PER DEPT</td>
<td>Lori</td>
<td>18,522.00</td>
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<td>101-262-683.000</td>
<td></td>
<td>REIMB/ ELECTION SUPPLIES</td>
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<tr>
<td>101-262-729.001</td>
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<td>BALLOT &amp; ELECTION SUPPLIES</td>
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<tr>
<td>101-262-980.000</td>
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<td>NEWSPAPER/ADV</td>
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<td>7.84</td>
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<td>260-120-543.015</td>
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<td>260-120-931.015</td>
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<td>ACTIVITIES REVENUE</td>
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<tr>
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<td>APPROPRIATED K-9 FUND BAL</td>
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</tr>
<tr>
<td>7213</td>
<td>07/12/2016</td>
<td>BA PER DEPT</td>
<td>LCRI</td>
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<tr>
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</tr>
<tr>
<td>101-253-861.000</td>
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<td>Description</td>
<td>Description</td>
<td>User</td>
<td>DR</td>
<td>CR</td>
</tr>
<tr>
<td>---------------</td>
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**Total:**

39,251.00  39,251.00
This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.

ALEDA E. LUTZ VA MEDICAL CENTER
1500 Weiss Street, Saginaw Michigan 48602
Phone: Fax:

The documents accompanying this transmission may contain confidential health information. Information disclosed from health records is protected by Federal confidentiality rules (39 CFR Part 1) prohibiting you from making any further disclosure of this information, unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 38 CFR Part 1.

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SUBJECT:
NEW VCP –Community Care Provider / HHA

FROM
Cammy Knochel, Secretary, Care Integration

TELEPHONE #
989.497.2500 Ext: 13090
# VCP Check List/Required Information

<table>
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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Provider Name:</td>
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<td>Billing Address:</td>
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<td>State/Business License</td>
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<td>National Provider Identifier (NPI)</td>
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<tr>
<td>Copy of Facility Credentialing Policy (if applicable)</td>
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*Please also include license and liability coverage.*

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<th>Item</th>
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<tr>
<td>Point of Contact:</td>
</tr>
<tr>
<td>Phone Number:</td>
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<tr>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

Please fax signed agreement and requested paper work (this sheet) to 989.321.4974
DEPARTMENT OF VETERANS AFFAIRS
Aleda E. Lutz Medical Center
1500 Weiss Street
Saginaw, MI 48602

Date: July 8, 2016

Dear Office Manager/Provider

I am pleased to inform you that new Department of Veterans Affairs (VA) business and clinical processes for the Veterans Choice Program (VCP) allow VA medical facilities to partner directly with community care providers to deliver health care services not readily available under existing contract vehicles.

If you currently provide care to Veterans as a result of individual authorizations, VA requests you migrate to the new VCP Provider Agreement. The agreement establishes a direct relationship with VA and does not involve a contracting network. It will be the primary vehicle through which VA will authorize and pay for services not covered by Patient-Centered Community Care (PC3)/Choice contracts with Health Net. If you have not provided care to Veterans in the past, VA invites you to become a VA Community Care provider through the agreement.

Enclosed please find a VCP Provider Agreement, a VCP Provider Agreement Quick Reference Guide outlining the need to submit credential and licensing policy/process for group practices, or qualification and licensure documentation requirements for individual practitioners. A Frequently Asked Questions (FAQ) document is included for additional information.

If you have any questions regarding the VCP Provider Agreement initiative please contact Michelle Sorie, Chief Care Integration Service at 989.497.2500 extension 11501.

Once VCP Provider Agreements are finalized, VA expects to begin authorizing care under the agreements nationwide spring 2016. I appreciate your continued support of our mission to provide quality health care to Veterans and look forward to our partnership.

Sincerely,

Barbara Bates, MD, MBA
Acting Medical Center Director

Encl:
VCP Provider Agreement
VCP Provider Agreement Quick Reference Guide
VCP Provider Agreement FAQ Document

VA Form 10-10149

In Reply Refer to: 655/11CI
Veterans Choice Program (VCP) Provider Agreements
Provider FAQ

ABOUT

What are VCP Provider Agreements?
- Veterans Choice Program (VCP) Provider Agreements will help VA expand its provider networks to offer Veterans more health care options in their local communities. The agreements will be issued under two paths (see question below for details).

How will VCP Provider Agreements be used?
- VCP Provider Agreements will provide a pathway to obtain services when contractors, TriWest and Health Net, are unable to schedule Veterans for services covered in contract under specific reasons for return ("Contractor Unable to Appoint") and when specific services are not covered within these contracts ("Services Not in Contract"), e.g. H/HHA and Dentistry.

Why should I sign-up for a VCP Provider Agreement?
- VCP Provider Agreements will be the primary vehicle through which VA will authorize and pay for services not covered by Patient-Centered Community Care (PC3)/Choice contracts. VCP Provider Agreements are the preferred non-Federal Acquisition Regulation (FAR) mechanism for purchasing community care when contracts are not feasible.

IMPLEMENTATION TIMELINE

When can I sign-up for a VCP Provider Agreement?
- VA will deploy VCP Provider Agreements in a phased approach and initial provider outreach will focus on "Contractor Unable to Appoint" and Homemaker Home Health Aide (H/HHA), Veteran Directed Home and Community Based Services (VD-HCBS) and Dental Services. Please note that VA will only exercise provider agreements for "Contractor Unable to Appoint" in instances where the contractor is unable to schedule an appointment under specific reasons for return.

- Providers may contact their local VA Community Care office for more information on provider agreement outreach. VA Community Care staff will also proactively engage providers to participate.

Note: For more on qualification requirements, please see the Quick Reference Guide in your VCP Provider Agreement packet.

When will VA begin authorizing care under the VCP Provider Agreement?
- VA began authorizing and executing care under provider agreements for “Contractor Unable to Appoint” and H/HHA and VD-HBCS services in April 2016.

Current as of June 9, 2016
When will VA offer VCP Provider Agreements for services not covered in existing contracts?

- Provider agreements are currently being used for Homemaker and Home Health Aide (H/HHA) and Veteran Directed Home and Community Based Services (VD-HBCS). Other services not included in PC3 or VCP contracts will be phased in under VCP Provider Agreements over time (e.g. Dental Services).

REQUIREMENTS

What are the general requirements for the VCP Provider Agreement?

- Providers will be responsible for submitting their credentialing and licensing policy/process for a group practice, or qualification and licensure documents for individual providers on an annual basis to the local VA Medical Center (VAMC). VA will check all providers on two exclusionary lists.

- All credentialing and licensing policies/processes for a group practice, or qualification and licensure documentation for individual practitioners expire per VA guidelines 12 months from the time of submission and require annual renewal to remain active. VCP Provider Agreements expire in five years of the approved VCP Provider Agreement or when the VCP expires.

- If the provider is or has been licensed, registered, or certified in more than one state, the provider shall certify that none of those states has terminated such license, registration, or certification for cause, and that the provider has not voluntarily relinquished such license, registration, or certification in any of those states after being notified in writing by that state of potential termination for cause.

- For additional details, please consult the VCP Provider Agreement Quick Reference Guide included in your outreach packet.

Will H/HHA and VD-HCBS have to collect different qualification documents beyond the current requirements for VCP Provider Agreement?

- Yes. Please see the Quick Reference Guide in the outreach packet for specific details.

Where in the VCP Provider Agreement are Dental Providers covered (included)?

- Dental providers are covered under A. General, Part 3 subsection d).

Who will gather provider qualifications?

- VA Medical Center Directors will assign a VCP Provider Agreement Champion to lead the Facility Qualification Review (FQR) Team and implement processes for verifying, gathering and storing credentialing and licensing policies/processes for a group practice, or qualification and licensure documentation for individual practitioners. These processes are based on legislative requirements.

Current as of June 9, 2016
• Providers may be able to participate both under the PC3/Choice contract and through a VCP Provider Agreement; however, priority for use will continue to be the PC3/Choice vehicle.

OTHER DETAILS

What is the VCP Provider Agreement reimbursement rate?
• Payment for hospital care and medical services provided under this agreement shall be at the rates paid by the United States to a provider of services or a supplier under the Medicare program under title XVIII of the Social Security Act for the same hospital care or medical services (applicable Medicare Fee Schedule or Prospective Payment System (PPS), if applicable, or at rates determined in accordance with Title 38 Code of Federal Regulations (CFR)17.1535, 38 CFR 17.55, and 38 CFR 17.56, as applicable.

How long is my agreement active?
• The agreement is active for five years or until VCP expires, but credentialing and licensing policies/processes for group practices or and qualification and licensure documentation for individual providers must be resubmitted yearly. For more details please consult the VCP Provider Agreement.

Can I terminate the agreement at any time?
• Yes. Either party may cancel by providing a 45-day written notice of the intent to cancel the agreement. Please consult the VCP Provider Agreement for details.

What if I am part of a practice and leave my practice while the agreement is active?
• If you leave your practice, please be sure to notify local VA Community Care staff of your departure so we may update your status accordingly.

Can I designate which VA facilities I want to enter into an agreement with?
• Yes; however, VA prefers that providers are available to the widest number of Veterans possible.

Can my practice submit for all of its providers under one agreement if they wish to?
• Yes; however, you must provide the credentialing and licensing policies/processes for group practices or qualification and licensure documentation for individual providers. Please see the Quick Reference Guide for details.

AUTHORIZING CARE

How will care be authorized?

Current as of June 9, 2016
• Care under VCP Provider Agreements must be authorized the same as any other episode of care. An authorization for approved services will be provided to the community care provider by their local VA Medical Center.

Claim Submission

How will we be paid? Who will pay the claims?
• Please consult the payment section of the VCP Provider Agreement for details on how all providers will be reimbursed. Claims should be submitted to the VA facility that provided the authorization for care.

POINTS OF CONTACT

Who do I contact with questions?
• Providers should contact their local VA Community Care office with questions regarding recruitment and anticipated timelines for executing care under VCP Provider Agreements.
Veterans Choice Program (VCP) Provider Agreement Qualifications and Licensing Quick Reference Guide
Includes Qualification Documents for Authorized Surgical Procedures

Date and Version: June 9, 2016, Version Two

This document is a quick reference guide for the Veterans Choice Program (VCP) Provider Agreement. To participate as a VA Community Care Provider under the agreement, Individual or Group Practice/Agency providers must submit qualifications and licensing documents based on the type of practice providing services to VA under the Department of Veterans Affairs, Veterans Health Administration (VHA) VCP Provider Agreement.

Required Packet, Qualifications & Licensing Documents:

1) **Provider Agreement – 10-10145** (Dated and Signed by Practice/Agency Designee)
2) **Tax ID number (TIN)** (Mandatory for all Individual or Group Practice/Agency)
   NOTE: EIN Number can be obtained as applicable
3) **National Provider Identifier (NPI)** (For Individual or Group Practice/Agency)
   NOTE: Tax ID numbers are mandatory along with NPIs. In some instances, providers will not have assigned NPI, these providers must submit their Tax ID or Employer Identification Number (EIN) number. Home care agencies which directly employ workers to provide Homemaker/Home Health Aide (H/HHA) services are required to have a NPI. In these agencies, the workers are agency employees. Home care agencies which use independent contractors to provide H/HHA services are not required to have a NPI. In these agencies, the workers are not agency employees. For H/HHA agencies that need to obtain a NPI they can obtain one at this site: [https://nppes.cms.hhs.gov/NPPES/Welcome.do](https://nppes.cms.hhs.gov/NPPES/Welcome.do)
4) **Credentialing and Licensing Policy/Process**
   Based on the type of practice, requirements vary and are outlined below:
   - **Group Practice** – submit credentialing and licensing policy.
   - **Individual Provider** – submit state license and Drug Enforcement Agency (DEA) registration.
   - **Homemaker/Home Health Aide (H/HHA) or Veteran Directed Home and Community Based Services (VD-HCBS) Agency** – submit staff training and competency policy/process. 
     **NOTE:** VD-HCBS Agencies must meet state or CMS training standards for self-directed programs and have VA Readiness Review process verified by VA Central Office (VACO). In states that do not require H/HHA agencies to have a health care license, the agency must have a formal relationship, e.g., a contract or provider agreement or an approval certification with State Medicaid, State Aging Unit, Aging and Disability Resource Center, Area Agency on Aging or Center for Independent Living.
   - **Individual Dental Provider, Group Dental Practice or Dental Servicing Agency** – Active, unrestricted and current state license(s) for each active provider, Drug Enforcement Agency (DEA) Registration and proof of current dental malpractice coverage.

All providers must notify VA immediately if there are changes in practice or agency status, or changes regarding provider(s) under the Individual or Group Practice/Agency.

**GROUP PRACTICE:** One VCP Provider Agreement is required for the Group Practice. The practice designee submits mandatory Tax ID (TIN) or EIN; and NPI number (if applicable) along with the signed VCP Provider Agreement and the credentialing and licensing policy documentation or qualification documents as outlined above.

**INDIVIDUAL PROVIDER:** Individual providers need only submit the signed VCP Provider Agreement, mandatory Tax ID (TIN) or EIN; and NPI number (if applicable) and individual qualification documents – state license and DEA registration.

Current as of June 9, 2016
All qualification and licensing documents, per the practice type, must be renewed within 12 months of the VA Medical Center Director or Designee signature on the agreement to maintain an active VCP Provider Agreement. VCP Provider Agreements expire within five years of the effective date of the signed agreement or until the VCP is cancelled by either party.

Please complete and sign the VCP Provider Agreement found in the VCP Provider Agreement Outreach Packet and return the required information as highlighted in this guide to your local VA Medical Center by mail, fax or e-mail scanning.

Once reviewed and approved by the VA Medical Center Director or designee, you will receive a VCP Provider Agreement approval letter confirming your activation as a VA Community Care provider.

Special Instructions for Surgical Practices When Services Authorized Under VCP Provider Agreements:

Under Section 207 of the Choice Law – Undergoing Surgical Procedure – each Veteran who is authorized for a surgical procedure by VA via the VCP Provider Agreement shall be provided the Surgeon’s qualification documents. These documents will be provided at such time in advance of the procedure for the Veteran to review. In some instances a procedure may be deemed urgent and the surgeon’s qualification documents would not be provided to the Veteran based on the expedited timeframe.

The above Qualification and Licensing documents have already been collected during the approval process for establishing the VCP Provider Agreement between your practice and VA. In addition and at the time of the authorized surgical procedure, VA Community Care staff will request from your practice, the name of the surgeon performing the procedure and request the following documents be submitted to VA:

- Education and Training of the Surgeon:
  - Medical School / Surgical Residency(ies)
  - Surgical Specialty - Board Certification(s)
  - Copy of State License(S) – provide all licenses if registered in more than one state (or national entity)
  - Drug Enforcement Agency (DEA) registration

NOTE: Per Section 207 – Choice Law: Veteran shall be provided the following information to evaluate in advance of the procedure:

(A) The education and training of the surgeon.

(B) The licensure, registration, and certification of the surgeon by the State or national entity responsible for such licensure, registration, or certification.

Once VA Community Care Staff receives documents, they will be sent to the Veteran via mail. If the Veteran has questions, they will be asked to contact VA Community Care staff and will contact your practice if further information is needed.
A. GENERAL

1. In accordance with section 101 of the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540, the Department of Veterans Affairs (VA) shall pay for non-VA hospital care and medical services that are authorized by VA for eligible Veterans.

2. In order to receive payment for hospital care or medical services furnished under the Veterans Choice Program, the non-VA hospital care or medical services provider (hereafter "provider") shall sign this agreement to provide eligible Veterans with hospital care and/or medical services authorized by VA. The term provider includes dental services providers and the term medical services shall be deemed to include dental services.

3. The provider shall be one of the following: a) A health care provider that is participating in the Medicare program under title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.), including any physician furnishing services under such program and a Federally-qualified health center as defined in section 1905(1)(2)(B) of the Social Security Act; b) a Department of Defense medical treatment facility; c) an Indian Health Service medical facility; or d) a provider not otherwise covered by a) - c) who meets criteria established by VA through regulations.

4. The provider shall maintain the same or similar credentials and licenses as those required of VA health care providers as defined in VHA Handbook 1100.19, Credentialing and Privileging, and VHA Directive 2012-030, or subsequent issue, available online at: http://www.va.gov/vhapublications/. These include but are not limited to full and unrestricted licensure in the State in which hospital care and/or medical services are being delivered; and Federal and when required State authority to prescribe controlled substances. Providers shall submit current verification of their licenses and credentials to VA at least once per 12-month period. Any entity that provides hospital care or medical services under this agreement shall ensure that its providers who are furnishing hospital care and/or medical services under this agreement meet these standards. An entity may submit verification information on behalf of its individual providers. Additionally providers shall certify that they have acquired and maintain medical malpractice insurance in an amount in accordance with the laws of the State and locality in which the furnished hospital care and/or medical services shall be provided that will cover acts and omissions that occur during the entire period of this agreement.

5. If the provider is or has been licensed, registered, or certified in more than one State, the provider shall certify that none of those States has terminated such license, registration, or certification for cause, and that the provider has not voluntarily relinquished such license, registration, or certification in any of those States after being notified in writing by that State of potential termination for cause.
6. The provider shall notify VA within 15 days if any State in which the provider is licensed, registered, or certified terminates such license, registration, or certification for cause, or if the provider voluntarily relinquishes such license, registration, or certification after being notified in writing by that State of potential termination for cause. Termination or relinquishment of license, registration, or certification is cause for immediate termination of this agreement. See Section G herein.

7. All services, facilities, and providers shall be in compliance with all applicable Federal and State regulatory requirements. Any provider on the Health and Human Services Office of Inspector General (HHS OIG) exclusionary HHS_OIG/LEIE Exclusionary List or the Excluded Parties List System (EPLS) now known as System for Award Management (SAM) https://www.sam.gov/portal/SAM/#1#1_list shall be prohibited from providing hospital care or medical services under this agreement. The Excluded Parties List System (EPLS) was a Web-based system where a Federal agency can “exclude,” i.e., suspend or debar, businesses or individuals from receiving contracts or assistance for various Reasons, such as a conviction of or indictment for a criminal or civil offense or a serious failure to perform to the terms of a contract. This Web-based system has now merged with System for Award Management (SAM) by Federal General Services Administration (GSA).

8. Payment shall be made under this agreement only for the hospital care or medical services authorized by VA in the supporting documents for this agreement. The provider shall contact VA to receive authorization prior to providing any hospital care and/or medical services the provider believes are necessary that are not identified in the authorization VA submits to the provider. This agreement shall not cover emergency care that is not ancillary to authorized care. In certain situations, VA shall reimburse for emergency care consistent with 38 C.F.R. §§ 17.120-132 and 17.1000-1008.

9. The provider shall submit a copy of all medical and dental records related to a Veteran's care provided under this agreement to VA within 30 days of the appointment to the VA facility responsible for the issuance of this agreement.

10. The provider shall inform the VA facility responsible for the issuance of this agreement of any scheduled appointments for hospital care and/or medical services authorized under this agreement that are missed by a Veteran. This information should be shared with VA within 5 business days of the missed appointment. VA is not responsible for the reimbursement of any fees or costs associated with missed appointments and shall only reimburse the provider in accordance with section C of this agreement for authorized hospital care and/or medical services that are actually furnished.
B. SCOPE OF AGREEMENT

1. Subject to the limitations in other provisions of this agreement, this agreement covers all authorized hospital care and medical services.

C. COVERED SERVICES

1. The provider agrees to furnish only medically necessary hospital care and/or medical services authorized by an authorized VA official on the supporting documents for this agreement. If the provider determines that additional hospital care and/or medical services are needed beyond the scope of the initial authorization, the provider shall contact VA to request an authorization to furnish such additional hospital care and/or medical services. The provider shall follow VA National Formulary policy for medication orders; however, if the clinical justification is consistent with VA Non-Formulary Policy, non-formulary medication may be dispensed by VA. The Pharmacy Benefits Management Services (http://www.pbm.va.gov/nationalformulary.asp) Web site contains the VA National Formulary.

D. PAYMENT

1. Payment for hospital care and medical services provided under this agreement shall be at the rates paid by the United States to a provider of services or a supplier under the Medicare program under title XVIII of the Social Security Act for the same hospital care or medical services (applicable Medicare Fee Schedule or Prospective Payment System (PPS)), if applicable, or at rates determined in accordance with 38 C.F.R. 17.1535 and 38 C.F.R. 17.55 and 17.56, as applicable.

E. PAYMENT RESPONSIBILITY

1. VA shall notify the provider if VA will be solely responsible for payment for authorized hospital care and medical services. If so notified, the provider shall accept VA payment as payment in full for such services and shall not bill the Veteran or any other entity for such hospital care or medical services.

2. VA shall notify the provider if VA will be secondarily responsible for payment for authorized hospital care or medical services furnished under this agreement. In that circumstance, a health-care plan of an eligible Veteran, excluding Medicare, Medicaid and TRICARE, is primarily responsible for payment, to the extent the furnished hospital care or medical services are covered by the health-care plan.
3. When VA is secondarily responsible as described in paragraph (2), VA shall supply the provider with information about the health-care plan under which the Veteran is covered. The provider shall be responsible for seeking payment from such health-care plan and providing VA with an itemized claim for payment that includes, if applicable, health care and health-care plan prior payment information, to include with no exceptions, claims that have been satisfied and/or fully paid by the health-care plan. VA shall pay only for the costs of VA authorized hospital care and/or medical services not covered by such health-care plan except that such payment shall not exceed the rate determined for such hospital care and/or medical services pursuant to section D of this agreement.

4. The provider shall not collect any VA copayment amount from the Veteran. The VA copayment rate for hospital care and medical services under this agreement is $0 at the time of service.

F. CLAIMS SUBMISSION

1. The provider shall submit all invoices to VA electronically, where possible. Payments by VA to the provider shall be made by electronic funds transfer (EFT). Payments to the provider shall be made in accordance with the payment responsibilities identified in section E of this agreement only after the completion of the necessary course of treatment, including follow-up appointments.

2. Under this agreement, a provider shall not collect any amount that is greater than the rate determined for hospital care and/or medical services provided pursuant to section D of this agreement.

G. CANCELLATION AGREEMENT

1. Either Party may cancel this agreement at any time by providing a 45 day written notice of the intent to cancel the agreement to the signatories, or their official representatives. Cancellation shall take effect at the end of the 45 day period established by the written notice.

2. Provider cancellation shall not be effected prior to the completion of the episode of care authorized by VA and if an episode of care extends beyond the 45-day period, cancellation shall be effective upon completion of the episode of care.

3. Cancellation of this agreement by VA shall be immediately effective when licensure, safety, and quality requirements are not met. See paragraphs 4-7 of section A of this agreement.
H. PERIOD OF PERFORMANCE

1. Except for the provisions in section G, this agreement shall continue in effect until expiration of the authority provided by the Act but shall not exceed beyond five (5) years from the effective date of this agreement.

I. COMPLIANCE WITH FEDERAL LAWS

1. This agreement is governed by the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540.

2. This agreement shall not be treated as a Federal contract for the acquisition of goods or services and, except as expressly provided in this agreement, is not subject to any provisions of law governing Federal contracts for the acquisition of goods or services.

3. The provider shall not be required to comply with reporting and auditing requirements imposed under the Service Contract Act of 1965, as amended (41 U.S.C. § 351, et seq.).

4. The provider shall comply with applicable Federal laws governing employment and hiring practices.

J. ADMINISTRATIVE APPEALS

1. Appeals regarding VA payments under this agreement are governed by the procedures set forth in 38 C.F.R. §§17.132 - 17.133, and 38 C.F.R. Parts 19 and 20. A provider may request consideration of the initial decision by submitting a reconsideration request in writing to the VA facility that processed the reimbursement request.

K. PROVIDER AGREEMENT SIGNATURE

1. By the signatures of their authorized representatives below, this Provider Agreement is made and entered into between the provider and the Department of Veterans Affairs, effective upon the date of last signature below.

2. VA Medical Facility Director is authorized to sign this agreement on behalf of VA. This authority may be delegated by the Medical Facility Director in writing.

3. By the signature below, the provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.
4. The Parties acknowledge that they have read and understand this Provider Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

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<thead>
<tr>
<th>Name of Provider Practice / Facility</th>
<th>Department of Veterans Affairs</th>
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<tbody>
<tr>
<td>Title</td>
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<td>Print Name of Provider</td>
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<tr>
<td>Signature of Provider</td>
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<td>Date Signed</td>
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Date: 8/10/2016

To: Board of Commissioners & Sue Vander Pol, County Coordinator

From: Scott Schryer, Commission on Aging Director

Re: Kidde Donation

Dear Board and Susan,

In June of 2016 the COA applied to Kidde for a donation of carbon monoxide detectors. We received an immediate response that the program was put on hold until further notice. On August 4th we were informed that we will receive 30 units. We intend to work with the local fire departments to get these installed and at this time am asking for acceptance of this donation. Thank you for your time and consideration in this matter.

Sincerely,

Scott Schryer
Director, Osceola County Commission on Aging