

**DRAFT – Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole – Monday, July 28, 2014 - 7:30 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance**

Committee Leaders-Commissioners Trisch and Kirkpatrick

**Primary Finance**

1. **EDC Grant Award**
2. **Proposal from Caro Hospital to Reduce Prisoner Medical Costs**
3. **Payment of Medical Costs for Veterans in County Jail**
4. **Remonumentation Program Legislative Changes (See A)**
5. **County Acceptable Use Policy (See B)**
6. **Saginaw County Request to Share Dr. Bush Services (See C)**
7. **Health Department Fee Schedule Changes (See D)**
8. **County Treasurer Investment Report**
9. **Three-Year and On-line Dog Licensing**
10. **Road Commission Follow-Up – Next Steps**
11. **Update Regarding Potential Acquisition of State Property (See E)**
12. **Shared Equalization Director Huron/Tuscola 4-Year Extension**

**On-Going Finance**

1. Wolverine Update
2. Oil Shale Mining Assessing/Taxation – MAC Involvement
3. Register of Deeds Recording of Wind Project Land Transactions
4. Jail Law Suit
5. County Web Page and Further Enhancements
6. Indigent Dental Program
7. Abused, Neglect and Delinquent Child Care Costs
8. Project Lifesaver Bracelet
9. SCMCCI Indirect Costs/Lease
10. Next Steps County Solid Waste Management Plan Update
11. Jail Grant Research – Meeting with Eric Koan
12. Medical Examiner System Changes
13. Annex Telephone System Cost Saving Alternative
14. Personnel Property Tax
15. NG911 Multi-County Equipment Purchase

**Personnel**

Committee Leader-Commissioners Kirkpatrick and Trisch

**Primary Personnel**

1. **Vacant Prosecutor Position**
2. **Zimco Computer Services Contract**

## On-Going Personnel

1. Draft Court and Non-Union Personnel Policies – Labor Attorney Conducting Review – New HR to Review

## **Building and Grounds**

Committee Leader-Commissioners Allen and Bierlein

### **Primary Building and Grounds**

1. **Probate Court Jury Boxes**
2. **Bids for Budgeted Projects**
  - Treasure/Jail Security walls
  - Various Office Painting
  - Adult Probation Exterior Painting
  - Jail C-Wing Rooftop HVAC Replacement
  - Jury Box Wall

### On-Going Building and Grounds

1. Cass River Greenway
2. Dead Ash Trees Roadway Problems
3. Review of Multi-County Approach to Recycling and Need for a Plan
4. State Police Lease

### **Other Business as Necessary**

1. August 18, 2014 MAC 7<sup>th</sup> District Meeting

### **Public Comment Period**



**Mike Hoagland**

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**From:** Ken Dunton [kdduntonps@charter.net]  
**Sent:** Tuesday, July 22, 2014 12:26 PM  
**To:** Jodi Fetting; Mike Hoagland  
**Subject:** Fwd: County Appointments  
**Attachments:** mcl-Act-345-of-1990.pdf; Remon - Final 2012 Rules.pdf

All appointments need to be individual, not lumped together.  
 Also appointments need to state retroactive to June 12, 2014  
 per a previous email I supplied copies to you on Monday.  
 Ken

----- Original Message -----

**Subject:** County Appointments

**Date:** Tue, 22 Jul 2014 15:26:54 +0000

**From:** Johnston, Nancy (LARA) <[johnstonn@michigan.gov](mailto:johnstonn@michigan.gov)>

**To:** Johnston, Nancy (LARA) <[johnstonn@michigan.gov](mailto:johnstonn@michigan.gov)>

Please be advised that all County Board of Commissioners' appointments need to be individuals, not a generic job title or company name, according to 1990 PA 345 and the Administrative Rules.

It is not necessary to appoint the county representative to the peer group. Once appointed as the county representative, their duties include chairing all peer group meetings. All costs associated with their responsibilities are to be included under Administrative Staffing on the grant application and progress or completion reports.

Please also note that the peer group can include no more than "1 person from any firm or company" (Rule 7). The County may choose to name additional persons from a company as alternates in case of absences, etc.; just be mindful that the program will only pay for one person from a firm or company at a meeting.

Please let us know if you have any questions.

Attachments: Administrative Rules and 1990 PA 345

*Nancy Johnston, Analyst*

*Office of Land Survey & Remonumentation*

*U.S. Mail: P.O. Box 30254, Lansing, MI 48909*

*Shipping: 2501 Woodlake Circle, Okemos, MI 48864*

*(517) 241-6325*

*Fax: (517) 241-6301*

<!--[if !vml]--><!--[endif]-->



7/22/2014

## Mike Hoagland

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**From:** Ken Dunton [kdduntonps@charter.net]  
**Sent:** Saturday, July 19, 2014 9:07 AM  
**To:** jfetting@tuscolacounty.org; Mike Hoagland  
**Subject:** Peer Review appointments

There is no need to reappoint me, my 1992 appointment still stands.  
My proper title is: County Representative to the County Surveyors Office.  
One of my duties as county rep. is to conduct the peer review meetings.

The Peer Members who are to be appointed as regular members are:

Scott McCool, PS-PE

Mark Powell, PS

Michael Yates, PS

The Alternate members will be:

Derek Hodges, PS

Roger Mahoney, PS

I will bring in the directive from the state as to what they require.

Ken

**Subject:** Peer Review appointments

**From:** Ken Dunton <kdduntonps@charter.net>

**Date:** 7/19/2014 9:07 AM

**To:** jfetting@tuscolacounty.org, Mike Hoagland <mhoagland@tuscolacounty.org>

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My proper title is: County Representative to the County Surveyors Office.  
One of my duties as county rep. is to conduct the peer review meetings.

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Ken

*MIKE, SEE PAGE 2 & 3*

- (ii) The inclusion in a certificate filed under subparagraph (i) of any property controlling corner associated with the original public land survey corner or protracted public land survey corner that is the subject of the certificate.
- (iii) The filing of geodetic coordinates for each original public land survey corner and protracted public land survey corner in the county.
- (b) The filing of copies of all recorded land corner recordation certificates produced pursuant to the county plan with the department.
- (c) The exclusion or addition by the county of original public land survey corners or protracted public land survey corners, with the approval of the department, acting in consultation with the commission.
- (d) A perpetual monument maintenance plan that provides for all original public land survey corners or protracted public land survey corners included in the county plan, and associated geodetic coordinates, to be maintained by requiring the filing of a land corner recordation certificate as required by the corner recordation act, 1970 PA 74, MCL 54.201 to 54.210d, as necessary.
- (e) A peer review group as described in section 9b.
- (f) Any other provisions reasonably required by the department for purposes of this act.

Based on the number of calls and emails I have received in the last few days it seems the language in the attached correspondence was not clear enough. In an attempt to clarify the confusion I offer the following:

1. **MCL 54.269b** requires that Peer Review Group members be appointed by the County Board of Commissioners. The county will need to provide our office with a copy of the Board of Commissioners' proof of appointment for each peer review group member, retroactive to June 12, 2014.

a. A contract, even if approved by the County Board of Commissioners is not considered the same as an appointment. Just like the requirements for the appointment of the county representative or the grant administrator we need **proof of appointment**, i.e., a motion and approval noted in a signed copy of the board meeting minutes wherein the appointments were approved or a signed copy of a board resolution making the appointments.

2. **MCL 54.268(2)(a)(iii)** requires that counties file geodetic coordinates, latitude and longitude, for each corner. Counties completing coordinate work under their 2014 grant agreement are required to provide **actual**, not approximate, geodetic values to the nearest 0.0001 seconds as part of their report and upload data file.

a. The highlighted text means that this reporting requirement only applies to the following counties:

Alger	Bay	Charlevoix	Livingston
Macomb	Marquette	Ottawa	Wayne

**Subject:** Appointments

**From:** "Johnston, Nancy (LARA)" <johnstonn@michigan.gov>

**Date:** 7/11/2014 12:29 PM

**To:** "Johnston, Nancy (LARA)" <johnstonn@michigan.gov>

**CC:** "Beland, Christopher (LARA)" <BelandC@michigan.gov>

Please do not go to the bother of making us copies of your contracts and other internal county agreements resulting from the Board of Commissioners' appointments to the peer group, etc. All we need is a copy of the resolution or certified copy of record naming the persons appointed.

All other copies are unnecessary; please save your time and paper. :)

*Nancy Johnston, Analyst*

*Office of Land Survey & Remonumentation*

*U.S. Mail: P.O. Box 30254, Lansing, MI 48909*

*Shipping: 2501 Woodlake Circle, Okemos, MI 48864*

*(517) 241-6325*

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## COMPUTER RESOURCES ACCEPTABLE USE POLICY

Adopted 7/13/04 – Amended 5/4/12

### 1. PURPOSE

1.1 To adopt and enforce a policy that addresses the acceptable use of computer resources (user ID's, passwords, access privileges, computers, servers, peripherals, hardware, applications, programs, software, data, files, information, internet, email, communications, Local Area Network, Wide Area Network) at Tuscola County.

1.2 To assure that Tuscola County computer resources are utilized for the business of government work as it relates to a user's job function.

1.3 To protect the users and the computer resources of Tuscola County from illegal or damaging actions by individuals, either knowingly or unknowingly. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

### 2. SCOPE

2.1 This policy applies to employees, contractors, consultants, temporaries, and other workers at Tuscola County, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Tuscola County.

### 3. POLICY

3.1 It is the policy of the Tuscola County Information Systems (I.S.) Department to not actively monitor the content of a user's Personal Computer (PC). However, any computer resource within the scope of responsibility of the I.S. Department may be monitored and/or audited when it is deemed appropriate. Data created on any I.S. equipment or network is property of Tuscola County.

3.2 Use of computer resources is restricted to the user's job function within County government.

3.3 Users are not permitted to share their login ID's and/or passwords without authorization from the I.S. Department.

3.4 If a user suspects that an ID, password, or computer resource has been compromised or hacked, they must immediately notify the I.S. Department so that the appropriate action can be taken.

3.5 Users are not permitted to knowingly modify, delete, move, copy, or exchange any file/program/data/information that will harm or disrupt computer resources.

3.6 Users are not permitted to knowingly distribute viruses or exchange harmful programs/files.

3.7 The I.S. Department maintains the right to block access to any internet resource deemed inappropriate. Internet resources will be monitored and controlled.

3.8 Utilizing internet resources to access pornographic material, web surf, shop, game, play, streaming media, micro-blogging, gamble, chat, file share, peer-to-peer network (P2P), virtual private network (VPN), connect to non-County email systems, instant message, or any other inappropriate use is not permitted without authorization from the I.S. Department.

3.9 Users are not permitted to purchase, install, or dispose of any networking device, computer software/hardware, or peripheral equipment without authorization from the I.S. Department.

3.10 Users are not permitted to use their own personal software/hardware without authorization

from the I.S. Department.

3.11 Any users initiating banking transfers on behalf of Tuscola County, must do so from I.S. approved device. This machine will be limited to only banking activity. Only authorized personnel will be given access to banking devices.

3.12 Users are not permitted to open, modify, delete, move, copy, or exchange any file/program/data/information that are not related to their job function within County government.

3.13 Users are not permitted to exchange, divulge, or grant access of any file/program/data/information with unknown sources or sources that have no direct working relationship with the function of County government.

3.14 Users are not permitted to use computer resources to create, exchange, or display any harassing, offensive, pornographic, or other inappropriate material. This includes sending unsolicited bulk email, spam, and chain letters via email.

3.15 Users are not permitted to utilize computer resources for illegal purposes that are in violation of any federal, state, or local law.

3.16 Users are not permitted to utilize computer resources to violate any Tuscola County policy.

3.17 Violations of the rights of any person or company protected by copyright, trade secret, patual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Tuscola County.

3.18 Circumventing user authentication or security of any host , network, or account is strictly prohibited.

3.19 Use of non-county email services, such as AOL or Yahoo on Tuscola County's network is prohibited unless authorized by I.S. Any email conducted with the use of the @tuscolacounty.org domain, shall remain professional in manner and never for personal purposes. All email should be treated as public record.

**Mike Hoagland**

**From:** Gretchen Tenbusch [gtenbusch@tchd.us]  
**Sent:** Friday, June 27, 2014 12:53 PM  
**To:** Mike Hoagland  
**Subject:** Contract for Dr Bush's Medical Direction services at the Health Department  
**Attachments:** Medical Director 2014 - 6 county - Final.doc

Hi Mike,

Can you put me on the agenda on 7/31 to speak with the BOC regarding adding Saginaw County Department of Public Health to our contract for sharing the services of Dr. Bush. It would save our county some funds. I would need to get it signed that day so that I can get it to the next Health Department (6 in all). I am attaching the contract as it sits now. I am not anticipating any further changes. It is basically the same contract that we signed the last time with just the hours and payments changing.

Please share with the BOC.

Thanks

Gretchen

Gretchen Tenbusch, RN, MSA  
Health Officer/CEO  
Huron/Tuscola County Health Departments  
1142 S. Van Dyke Rd/1309 Cleaver Rd., Suite B  
Bad Axe, MI 48413/Caro, MI 48723-9160  
Phone: 989-269-3302/989-673-8115  
Fax: 989-269-4181/989-673-7490  
Website: [www.hchd.us](http://www.hchd.us) / [www.tchd.us](http://www.tchd.us)  
Email: [GTenbusch@tchd.us](mailto:GTenbusch@tchd.us)

NOTICE: This email, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this email in error, please notify me via email and permanently delete the original and destroy all copies. Thank you.

**Agreement Between  
Dr. Russell L. Bush, M.D., M.P.H.**

**And**

**District Health Department #2, 630 Progress St., West Branch, MI 48661  
Huron County Health Department, 1142 S. Van Dyke, Bad Axe, MI 48413  
Lapeer County Health Department, 1800 Imlay City Rd., Lapeer, MI 48446  
Saginaw County Department of Public Health, 1600 North Michigan Ave., Saginaw, MI 48602  
Sanilac County Health Department, 171 Dawson St., Sandusky, MI 48471  
Tuscola County Health Department, 1309 Cleaver Rd., Suite B, Caro, MI 48723-9160**

This agreement is made by and between Dr. Russell L. Bush, M.D., M.P.H. (“Medical Director”) and the Associated County Health Departments of District Health Department #2 (DHD#2), Huron (“HCHD”), Lapeer (“LCHD”), Saginaw (“SCDPH”), Sanilac (“SCHD”), and Tuscola (“TCHD”) Counties (collectively, “Associated Health Departments”).

For the sole purpose of sharing Medical Direction, and to comply with applicable statutes and rules, the DHD#2, HCHD, LCHD, SCDPH, SCHD, and TCHD, enter into an Associated Health Department agreement pursuant to the provisions of Act 368 of 1978, Michigan’s Public Health Code, including its administrative regulations (collectively the “Code”) and specifically MCL §333.2419.

**WHEREAS**, the Code requires that Associated Health Departments secure Medical Director’s services where the Department employs a Health Officer, who is not a physician, as its chief administrative officer, and

**WHEREAS**, the Medical Director is a physician duly licensed to practice medicine in the State of Michigan and holds a Masters in Public Health, with numerous years of experience as a “Medical Director” under the Code,

**THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. Appointment/Credentials:**

- A. It is hereby agreed upon by all parties that the Medical Director shall meet all Federal, State, and local license authorization requirements to practice medicine in the State of Michigan and to otherwise serve under the Code as Medical Director. Failure to maintain Code qualifications and to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in immediate automatic termination of this Agreement.
- B. Medical Director shall also meet one of the following educational requirements:
  - a. Board certified in preventive medicine or public health, or
  - b. Has an M.P.H. or M.S.P.H. degree and not less than 2 years of full-time public health practice.
- C. Medical Director is appointed as the full-time Medical Director of the Associated Health Departments pursuant to the Code, specifically MCL §333.2428 and R 325.13001(b), by the Associated Health Departments to work in cooperation with their Health Officers, who are separately appointed.
- D. Medical Director hereby accepts appointment as Medical Director for the Associated Health Departments as described above.

- E. Michigan Department of Community Health shall require the approval of the appointment of the Medical Director to serve as provided in MCL §333.2428 and R 325.13001(b) with respect to each of the Associated Health Departments..

**2. Duties/Time Requirement:**

- A. Medical Director shall perform duties as outlined in Attachment A of this agreement.
- B. Medical Director shall be considered full-time and devote an average of 37.5 hours per week in a mutually agreed upon format with at least 8 hours monthly per county. Hours per county are outlined in Attachment B.
- C. Medical Director shall be available to render services under emergency conditions and shall remain available by pager or telephone at all times excluding vacations and times of disability, when the Medical Director will be responsible for providing a qualified designee of the Medical Director to provider coverage. If compensation is owed to designee for coverage, it shall be the Medical Director's sole responsibility to provide compensation to the designee. The Medical Director shall advise the Health Officers of the Associated Health Departments in advance, when he has left a designee in charge of Medical Director services.

**3. Compensation/ Expenses**

- A. Medical Director shall receive compensation as outlined in Attachment B of this agreement, payable on the first day of each month after services, during the term of this agreement. Attachment B shall be reviewed annually on the anniversary of this agreement. Any changes made to Attachment B shall be mutually agreed upon by the Medical Director and the Associated Health Departments.
- B. The Compensation obligations of each of the Associated Health Departments shall be independent and the sole responsibility of each.
- C. Associated Health Departments shall provide facilities for Medical Director to provide the services set forth herein.
- D. Medical Director shall be an independent contractor and does not have any right or obligation under any of the Associated Health Department's and their respective County's personnel policies.
- E. Medical Director and his employees or coverage designee, shall not consider nor hold themselves out as employees of the Associated Health Departments or their associated Counties, and they shall not be entitled to participate in any fringe benefit or incentive plan of the Associated Health Departments or their respective Counties, such as, but not limited to: health and accident insurance, life insurance, retirement benefits, paid vacation or holiday pay, sick leave, or longevity compensation. Rather, the compensation provided in this Agreement shall be exclusive and complete. Medical Director shall be responsible for paying all salaries, wages, and other compensation which may be due his coverage designee, employees or other agents who are performing service under this Agreement.
- F. Medical Director is responsible for all withholding and payments of all applicable taxes, including but not limited to income and social security taxes to the proper local, state, and federal government for himself and his coverage designee, employees or agents,

- G. Medical Director is responsible for providing his employees or agents with workers compensation and unemployment insurance, as required by law.
- H. If an Associated Health Department terminates its participation in this Agreement, the remaining Associated Health Departments and the Medical Director agree to attempt to negotiate modifications to this Agreement.
- I. If Medical Director must travel longer than 2 hours one way to reach a Health Department, that Health Department shall, under separate agreement, compensate Medical Director for travel costs.

**4. Insurance**

- A. Medical Director shall maintain medical malpractice insurance with minimum limits of \$500,000 per occurrence or claim and \$1,000,000 aggregate. Each Associated Health Department shall be named as an additional insured. If claims made insurance is purchased, the Medical Director shall acquire suitable tail coverage when, and if, the claims made insurance is no longer maintained. Medical Director shall provide Associated Health Departments with proof of coverage.
- B. Medical Director shall maintain worker's compensation insurance and shall provide Associated Health Departments with proof of coverage.
- C. Medical Director shall maintain a valid driver's license and auto insurance and shall provide copies of both to Associated Health Departments upon each renewal.

**5. Indemnification**

- A. The parties agree to defend, indemnify and hold each other harmless against all claims, losses, damages or lawsuits for damages arising from their own acts or omissions or the acts of omissions of their officers, officials, agents, employees, designees, or representatives.
- B. Each Associated Health Department agrees to promptly notify the Medical Director and the Medical Director shall promptly notify the respective Associated Health Department if it or he is sued relative to the services provided pursuant to this Agreement and if it or he believes it is entitled to defense and/or indemnification.
- C. Each party agrees to cooperate with the other in mutual defense of any claim and to hold such mutual defense communications in confidence to the extent permissible under the law.
- D. This Section of the Agreement shall survive termination.

**6. Severability**

- A. If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.

- B. If one of the Associated Health Departments terminates its participation in this Agreement, subject to its continuing obligations under Section 5, that Health Department shall be severed and the Agreement remains in effect as to the remaining parties subject to subsequent termination under Section 10.

**7. Records/Confidentiality/HIPAA**

- A. Each Associated Health Department shall have the sole and exclusive rights to all records pertaining to services rendered under this Agreement within their respective jurisdiction, including but not limited to client files. Upon termination of this Agreement all such records, as well as all equipment, notes, books, correspondence, drawings, client files, written and graphical records and all other property belonging to Associated Health Departments shall be forthwith returned by Medical Director.
- B. Medical Director shall not retain copies of said materials without the written consent of the applicable Associated Health Department which consent shall not be unreasonably withheld. Medical Director shall maintain all client information, physician-patient privileged information and information related to personnel and to program strategies confidential and shall not divulge said information to any person, firm or corporation unless direct to by the applicable Associated Health Department or a court of competent jurisdiction.
- C. All parties agree to comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Breach of this provision shall constitute a material breach of the contract and authorizes either party to, in its sole discretion, immediately terminate this Agreement.
- D. Medical Director agrees to adhere to all local, state and federal laws that could affect Medical Director's performance hereunder, including but not limited to state conflict of interest laws.

**8. Entire Agreement/Amendments/Assignments/Waiver**

- A. This Agreement constitutes the entire Agreement between the parties with respect to the independent contractor relationship between the parties. This Agreement has not been executed in reliance upon any representations or promises except those specifically contained in this Agreement and its Attachments.
- B. This Agreement may be modified or amended in whole or in part only by mutual written agreement signed by all of the then current parties of this Agreement.
- C. This Agreement, being a personal service contract, is not assignable by either party without first obtaining the other party's prior written consent.
- D. Any waiver of any of the covenants, conditions or provisions of this Agreement must be in writing and signed by the party against whom enforcement of such waiver is sought. One or more waivers of any covenant, condition or provision of this Agreement will not be construed as a waiver of a subsequent breach or of any other covenant, condition or provision.

**9. Enforceability/Governing Law and Venue**

- A. Even though any party may fail to insist on strict compliance with any of the conditions of this Agreement, such failure should not be deemed a waiver of any of the terms and conditions of this Agreement.

- B. All provisions of this Agreement shall be subject to and shall be enforced and interpreted pursuant to the laws of the state of Michigan. Any judicial proceedings for enforcement of this Agreement shall be instituted in the State of Michigan. Venue shall lie in the circuit court of the county of the Associated Health Department who is a party to the proceeding.

**10. Term/Termination**

- A. This Agreement shall commence on August 1, 2014 and shall remain in effect until July 31, 2015, unless terminated earlier as provided below. This Agreement will automatically renew for additional one year terms unless either party notifies the other in writing of a non-renewal or required contract modification with thirty (30) days prior notice.
- B. This Agreement may be terminated by Medical Director for any or no reason by providing thirty (30) days written notice to the Associated Health Departments. Each of the Associated Health Departments may terminate its participation in this Agreement, for any or no reason by providing the non-terminating parties (Medical Director and remaining Associated Health Departments) with at least thirty (30) days written notice of its termination..
- C. This Agreement shall be terminated immediately if any of the following occurs:
  - a. Medical Director becomes unlicensed or unqualified to practice medicine in the State of Michigan;
  - b. Medical Director dies;
  - c. Medical Director and the Associated Health Departments mutually agree in writing to terminate the agreement;
  - d. Medical Director becomes disabled and the disability continues for a period of sixty (60) consecutive days;
  - e. Medical Director fails to provide appropriate insurance or fulfill other related duties as described in this Agreement;
  - f. Medical Director fails or refuses to faithfully and diligently perform the duties required under this Agreement or the Public Health Code or its administrative rules;
  - g. Medical Director becomes unqualified to serve as a County Medical Director in the State of Michigan.
  - h. If more than one of the Associated Health Departments originally executing this Agreement terminates its participation herein.

**11. Notice**

- A. Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/ Communication hand delivers the Notice/ Communication to the other parties or if the party sends the Notice/ Communication through certified mail to the other parties. The parties agree that Notices and Communications should be sent to the parties at the following addresses:

DHD#2  
Denise Bryan, Health Officer  
630 Progress St.  
West Branch, MI 48661

HCHD  
Gretchen Tenbusch, Health Officer  
1142 S. Van Dyke  
Bad Axe, MI 48413

LCHD

Stephanie Simmons, Health Officer  
1800 Imlay City Rd.  
Lapeer, MI 48446

SCDPH

John McKellar, Health Officer  
1600 N. Michigan Ave.  
Saginaw, MI 48602

SCHD

Dianna Schafer, Health Officer  
171 Dawson St.  
Sandusky, MI 48471

TCHD

Gretchen Tenbusch, Health Officer  
1309 Cleaver Rd., Suite B  
Caro, MI 48723-9160

**12. Signatures**

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency. This Agreement may be signed in counterpart and is effective when all parties have executed the Agreement.

**For Medical Director**

\_\_\_\_\_  
Russell L. Bush, M.D., M.P.H., Medical Director Date

**For DHD#2**

\_\_\_\_\_  
Kathleen Vichunas, Chairperson, DHD#2 Board of Health Date

**For HCHD**

\_\_\_\_\_  
Clark Elftman, Chairperson, Huron County Board of Commissioners Date

**For LCHD**

\_\_\_\_\_  
Gary Roy, Chairperson, Lapeer County Board of Commissioners Date

**For SCDPH**

\_\_\_\_\_  
Michael J. Hanley, Chairperson, Saginaw County Board of Commissioners Date

**For SCHD**

\_\_\_\_\_  
Donald Hunt, Chairperson, Sanilac County Board of Commissioners Date

**For TCHD**

\_\_\_\_\_  
Thomas Bardwell, Chairperson, Tuscola County Board of Commissioners Date

## Attachment A

### Medical Director Services

The Medical Director, in collaboration with the Director/Health Officer is responsible for the establishment and maintenance of basic public health services, with guidance and direction received from the Michigan Department of Community Health and the applicable governing entity (i.e. Board of Health, County Executive, or Board of Commissioners). The Medical Director supervises all direct medical orders, and must exercise considerable skill in dealing with the public and public officials.

The specific duties and responsibilities assigned to the Medical Director are as follows.

1. Bringing medical specialty judgment to bear upon the development of Health Department program plans, policies, procedures, priorities and evaluation methodologies.
2. Attending meetings of the Board of Health/County Board of Commissioners/County Executive when necessary, to provide public health medical specialty judgment in those matters that deal directly or indirectly with the prevention, containment, and/or control of diseases, including treatment and medical rehabilitation.
3. Be responsible for the development, review & implementation of all standing orders and for the medical aspects of work performed by the health department nurse practitioners, midwives, physician assistants and nursing staff under those orders, but not for work performed under standing orders of other contractual physicians or for written orders of other physicians in Home Health settings.
4. Carry out such specific public health related clinic duties, as may be requested.
5. Maintaining medical liaison with community physicians, when possible and other health personnel, institutions and organizations, insuring that whenever feasible, they have an opportunity to be involved in the development and/or implementation of public health programs.
6. Will comply with all National Incident Management System (NIMS) requirements, including but not limited to, Federal Emergency Management Agency (FEMA) Independent Study Courses, per the Centers for Disease Control and Prevention (CDC) Cooperative Agreement.
7. Participate in the planning, development and review of Emergency Preparedness response plans and policies, including exercise drills and training.
8. Collaborating with the Health Officer in carrying out the following duties and responsibilities:
  - A. Keep the Board of Health/County Board of Commissioners, County Executive, medical community, and other interested parties advised on current and proposed legislation as it has/or may have an impact on public health and private medicine.
  - B. Represent the interests of each respective county in regional and statewide organizations and projects that may affect health services.
  - C. Identify continuing health risks to residents and others in the jurisdiction of the Associated Health Departments, describe the nature of the changes, specify alternative solutions, and communicate these effectively to the Board of Health/ County Board of Commissioners, County Executive and to consumers and providers in the counties of the Associated Health Departments.

- D. Assist the Health Officer in adequately informing the Board of Health/ County Board of Commissioners /County Executive regarding Health Department programs, problems, and needs.
- E. Assist the Board of Health/County Board of Commissioners/County Executive in establishing priorities in public health programs.
- F. May function as Deputy Health Officer, if requested by Health Officer/local health department.

**Attachment B**

**Medical Director Hours of Service and Compensation by County**

<b>Health Department</b>	<b>Hours –Per 4 week block (13 – 4 week blocks in a year)</b>	<b>Number of days per year (208 days total)</b>	<b>Compensation per year (\$180,000/ yr or \$865.385 per day)</b>	<b>Compensation per month (yearly compensation divided by 12)</b>
DHD#2	3 days per 4 week block	3x13=39	\$33,750	\$2,812.50
Huron	1 day per 4 week block	1x13=13	\$11,250	\$937.50
Lapeer	4 days per 4 week block	4x13=52	\$45,000	\$3,750
Saginaw	6 days per 4 week block	6x13=78	\$67,500	\$5,625
Sanilac	1 day per 4 week block	1x13=13	\$11,250	\$937.50
Tuscola	1 day per 4 week block	1x13=13	\$11,250	\$937.50

Agreed to by:

**For Medical Director** \_\_\_\_\_

Russell L. Bush, M.D., M.P.H., Medical Director

Date

**For DHD#2** \_\_\_\_\_

Kathleen Vichunas, Chairperson, DHD#2 Board of Health

Date

**For HCHD** \_\_\_\_\_

Clark Elftman, Chairperson, Huron County Board of Commissioners

Date

**For LCHD** \_\_\_\_\_

Gary Roy, Chairperson, Lapeer County Board of Commissioners

Date

**For SCDPH** \_\_\_\_\_

Michael J. Hanley, Chairperson, Saginaw County Board of Commissioners

Date

**For SCHD** \_\_\_\_\_

Donald Hunt, Chairperson, Sanilac County Board of Commissioners

Date

**For TCHD** \_\_\_\_\_

Thomas Bardwell, Chairperson, Tuscola County Board of Commissioners

Date



**Tuscola County Health Department**  
**Board of Commissioners Monthly Report for July 2014**  
**Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer**

Visit our website at [www.tchd.us](http://www.tchd.us)

**Outcomes for the Month:**

- The Health Department has contacted the Michigan Department of Community Health regarding the potential Children's Refugee Camp in Vassar. The State has informed us that these children will come from another refugee camp or processing center and have a Health History completed and immunizations brought up to date. We were also told that there have been no disease outbreaks in the camps that they will be coming from. We will need to increase our Communicable Disease budget to cover any investigations we may have to do as well as the increased communicable disease surveillance.
- Dr. Bush's contract for Medical Director services has been renegotiated to include Saginaw County Department of Public Health. There will be approximately a \$10,000 savings to the Health Department.

**Issues under consideration by the Local Health Department:**

- Over the 4<sup>th</sup> of July weekend, a public health investigation and treatment of contacts of a case of Pertussis in an unvaccinated 14 month old child. Health Alerts were sent to surrounding hospitals and an alert was sent out to all of the state health departments informing them that this family traveled with other MI families to a wedding in Ohio and they reported other cases of Pertussis in children who attended the wedding.
- Also over the July 4<sup>th</sup> weekend, an investigation was conducted of a suspected Norovirus outbreak in a church camp in Tuscola County. Nineteen people got ill with nausea, vomiting, diarrhea, and body aches. Of the cases we could identify, most recovered within 24 hours. Half of the persons ill were staff who worked at the camp the week of June 30 – July 5<sup>th</sup>. Ages of ill people ranged from 17 years to 55 years. There are several other staff that also ate their meals at the camp but did not report getting ill. Due to the onset time of illness, symptoms, and quick recovery times, we believe this to be a norovirus outbreak. Stool samples are being sent to the State for testing.

**Issues to be brought to Board of Commissioners:**

- Approval is need to revise the Tuscola County Health Department Fee Schedule – Section 1 - Immunizations from a \$12 administration fee to a \$20 administration fee and increase from a 10% handling and storage fee to a 20% fee. This administration costs consists of supplies and staffing to provide the vaccine and billing of the service while the handling and storage fees include costs for vaccine monitoring and storage (special refrigerators, auto temperature controls, and temperature alert systems). With the Affordable Care Act, many health insurances now pay for these costs.



## Mike Hoagland

**From:** Ryan Londrigan [LondriganR@aktpeerless.com]  
**Sent:** Thursday, July 17, 2014 5:12 PM  
**To:** Mike Hoagland (mhoagland@tuscolacounty.org); ckirkpatrick@tuscolacounty.org  
**Cc:** mmiller@tuscolacounty.org  
**Subject:** Caro Center - Due Diligence Follow Up  
 Mike, Mike, and Craig

Great talking to you guys a couple weeks ago about the Caro Center. As we discussed I'm passing along a few items to consider regarding the acquisition.

The due diligence process for a property like this can be long and can be impacted by many factors. I'm speculating it could take 6 months to a year to complete.

Some pieces to consider

- Establish a goal/objective for the county. "Does Tuscola wants to acquire the property for a specific use or to hold for future resale and development purposes."
- What are the potential reuses being considered for the property.
- Does County want to own the property long term or transfer to another entity.
- Determine the actual land that will be involved in the acquisition.
- Evaluate Tuscola County's budget and funding needs to buy and hold property. Acquisition costs, demolition costs, environmental costs, legal fees, and holding costs (security, maintenance, insurance).
- Pursue and negotiate grant/loan funds with state, if applicable. (This should be reviewed at multiple stages during process)
- Draft a purchase agreement with state and Tuscola attorney. Review conditions regarding limitations on property usage, future redevelopment, resale, env conditions, etc.
- Conduct environmental due diligence:
  - Gather existing environmental reports, blueprints, and other property documents. This step may take 2 – 4 weeks depending on response from state.
  - Phase I Environmental Site Assessment (ESA)
    - A Phase I ESA is the initial investigation into the current and historical use of the property to identify potential environmental concerns that may be associated with the subject property. The Phase I generally take at least 4 weeks to complete.
  - Phase II ESA
    - A Phase II ESA is the collection of samples to evaluate the environmental concerns identified during the Phase I ESA. Generally the Phase II ESA includes sampling soil and groundwater to identify actual contamination caused by the environmental concerns. Phase II ESAs generally take approximately four to six weeks to complete depending on the complexity of the site.
  - BEA
    - A BEA is a document that provides a new owner or operator of a property that is contaminated with an exemption for liability of contamination. The BEA is completed based on the results of the Phase I and II ESAs and your proposed use of the property. The BEA generally takes approximately three to four weeks and must be submitted to the MDEQ.

- Section 20107a Compliance Analysis (Due Care Plan)  
The Due Care Plan is a document that demonstrates how the proposed use of the contaminated property will not harm occupants, users, and third parties. The Due Care Plan is required by the State for contaminated properties. The Due Care Plan is prepared working very closely with you. The Due Care Plan generally takes approximately two to four weeks to complete depending on the complexity of the site.
  
- Other Environmental Activities  
Additional items can be involved on a site specific basis, including preparation of brownfield plans, obtaining a no further action letter for previous releases, conducting asbestos surveys, preparing demolition budgets, and meeting with MDEQ/EPA, etc.

I hope this helps to outline some of the general steps involved in the process. Lets talk again soon. I know you were pending receipt of survey and some initial info from the state. Have you received anything?

**Ryan T. Londrigan, CHMM**

**AKT Peerless Environmental & Energy Services**

a better environment for your business

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Tuscola County Central Dispatch

Sandra Nielsen, Director

July 22, 2014

Tuscola County Board of Commissioners  
Mr. Michael Hoagland, County Controller

I am requesting to promote Dispatcher Carey Baxter to the vacant supervisor position effective August 2, 2014. Currently Carey has 17 years experience with Central Dispatch and is our senior dispatcher. I request that she initially be placed at step 3 of the supervisor pay scale to provide for a salary increase beyond her present level due to the additional responsibilities and duties.

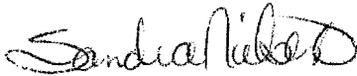
I would also like to request authorization to hire a full time dispatcher to fill the vacancy created by the promotion of Dispatcher Carey Baxter to Supervisor.

Lastly, I request authorization to refill the full time dispatcher position that was created by the last person we hired resigning prior to completing training.

Once all the above positions are filled we will once again be fully manned which will greatly reduce our overtime.

Thank you for your consideration and should you have any questions please feel free to contact.

Sincerely,



Sandra Nielsen, Director