

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
THURSDAY, JULY 25, 2013 – 7:30 A.M.**

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

Phone: 989-672-3700
Fax : 989-672-4011

- 7:30 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Bierlein
Pledge of Allegiance – Commissioner Kirkpatrick
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1 & 2)
Brief Public Comment Period
Consent Agenda Resolution (None)
New Business
 -Health Insurance Brown & Brown (See Correspondence #3)
 • Bids
 • 2013 BC/BS Renewal
 • Affordable Care Act
 -Brown & Brown Business Associate Agreement
 -Off Road Vehicle Ordinance (See Correspondence #4)
 -Health Dept. Fee Schedule (See Correspondence #5)
 -Step 2 Request for Sheriff Records Clerk (See Correspondence #6)
 -AFSCME Deputies Contract Extension Request (See
 Correspondence #7)
 -Medical Examiner Annual Report
 -MREC and Appraisal Study Update on Wind Energy
 -Behavioral Health Systems Vacancy (See Correspondence #8)
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

NACo

NACo Rural Action Caucus

Economic Development Corp/Brownfield Redevelopment

Caro DDA/TIFA

MAC Economic Development/Taxation

Michigan Association of Counties – Board of Directors

MAC 7th District

Local Unit of Government Activity Report

TRISCH

Board of Health
Human Development Commission (HDC)
TRIAD
Economic Development Corp/Brownfield Redevelopment
Human Services Collaborative Council
Great Start Collaborative
Local Unit of Government Activity Report

KIRKPATRICK

Thumb Area Consortium/Michigan Works
Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
MI Renewable Energy Coalition
MEMS All Hazards
Cass River Greenways Pathway
Local Unit of Government Activity Report
Tuscola In Sync

BIERLEIN

Thumb Area Consortium/Michigan Works
Planning Commission
Behavioral Health Systems Board
Tuscola 2020
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Multi County Solid Waste
Local Unit of Government Activity Report
Tuscola In Sync

ALLEN

Dispatch Authority Board
County Road Commission
Board of Public Works
Senior Services Advisory Council
Mid-Michigan Mosquito Control Advisory Committee
Saginaw Bay Coastal Initiative
Dental Clinic for Indigents
Parks & Recreation
Local Unit of Government Activity Report

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

CORRESPONDENCE

- #1 July 12, 2013 Full Board and Statutory Finance Minutes
- #2 July 19, 2013 Full Board Minutes
- #3 Consent Agenda Resolution
- #4 Off Road Vehicle Ordinance
- #5 July Health Dept. Monthly Report
- #6 Sheriff Requests for Records Clerk Wage & Corrections Transfer Wage
- #7 AFSCME Deputies Contract Extension Request
- #8 Behavioral Health Systems Vacancy
- #9 June 20, 2013 Road Commission Minutes
- #10 DTE Solar Farm in Huron County
- #11 June 17, 2013 Senior Advisory Council
- #12 Braun Kendrick Announcement – Delay of PPACA’S Employer Responsibility
- #13 Transition Relief for 2014 for Employer Shared Responsibility
- #14 July 22, 2013 Committee of the Whole Minutes
- #15 July 2, 2013 Road Commission Minutes
- #16 City of Caro Dumpster Guidelines

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
July 12, 2013 Minutes
H. H. Purdy Building

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 12th day of July, 2013 to order at 7:30 o'clock a.m. local time.

Prayer – Commissioner Bardwell
Pledge of Allegiance – Commissioner Bierlein

Commissioners Present: District 2 – Thomas Bardwell,
District 3 – Christine Trisch, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: District 1 – Roger Allen

Also Present: Mike Hoagland, Jodi Fetting, Mary Drier, Mike Miller, Tisha Jones, Walt Schlichting.

13-M-151
Motion by Bierlein seconded by Trisch to adopt the agenda as amended.
Motion Carried.

13-M-152
Motion by Trisch seconded by Kirkpatrick to adopt the meeting minutes from the June 27, 2013 meeting. Motion Carried.

Brief Public Comment Period - None

Consent Agenda Resolution

13-M-153
Motion by Bierlein seconded by Trisch to adopt the Consent Agenda Resolution with Agenda Reference C removed. Motion Carried.

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that per the July 7, 2013 memo of recommendation of the Probation Services Director, that the Child Care Fund be authorized to be amended with the internal transfer of budgeted funds so actual anticipated expenditures do not exceed appropriated budgeted amounts for institutional care. Also, form 2091 is approved for signature authorizing the transfers of funds to maintain compliance with state budgeting/accounting requirements.

- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that per the recommendation of the County Planning Commission that Caro, Cass City and Vassar be designated as targeted communities per new Michigan State Housing Development Authority requirements for the 2012-2014 Community Development Block Grant Housing Rehabilitation program funding.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that Angie House be hired as a temporary employee in the Controller's office for up to 16 weeks while the HR Director is on FMLA. Also, during this temporary period while serving in both the Controller and Register offices the pay rate shall be \$12 per hour. At the end of this temporary arrangement, she then shall return to her regular pay rate of \$10 per hour (Replaces previous plan to use Kelley Services).
- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that per the letter from ThumbWorks, Mike Furst, Mark Ransford and Dr. Doug Link be reappointed to the Regional Community of Commerce/Workforce Investment Development Board.
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that per the letter from ThumbWorks, Joseph Pomeroy be appointed as a member-elect/alternate to the Regional Community of Commerce/Workforce Investment Development Board.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that the 2013 Committee of the Whole and Board of Commissioners meetings be changed as identified in the attached schedule; also the County Clerk be requested to post this revised schedule and add it to the county web site. Also, this revised schedule be forwarded to county departments.

- Agenda Reference:** H
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that per the directive from the county auditors, the county time reporting policy in the Personnel Handbook (Section 3.8) be amended as presented at the July 11, 2013 Committee of the Whole meeting to require department heads or their designee to authorize in writing all recording of time worked and/or adjustments and all time off requests. Also, this revised policy be forwarded to county departments heads so that compliance can be obtained with auditor recommendations.
- Agenda Reference:** I
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/11/13
- Description of Matter:** Move that the County Equalization Director submit waiver information to the State Tax Commission so the Equalization Director and staff can continue working for both Tuscola and Huron counties because of the proven cost savings and efficiency from this arrangement for the tax payers of the two counties.

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

13-M-154

Motion by Bierlein seconded by Trisch that the Recycling Director is authorized to restore the hours of work for previously reduced part-time employees to a maximum of 35 hours per week. This change was done to comply with the Affordable Care Act which is not required at this point in time because compliance requirements have been extended for one year. Motion Carried.

New Business

-Digital Parcel Mapping

13-M-155

Motion by Kirkpatrick seconded by Trisch that the Controller/Administrator and County Equalization Director continue working with Saginaw Valley State University officials to obtain a proposal including scope of work and costs to prepare a digital tax mapping system for Tuscola County and local units of government. Motion Carried.

-Green Thumb Energy Services

13-M-156

Motion by Trisch seconded by Kirkpatrick that per the recommendation of the County Equalization Director that the engagement letter with Green Thumb Energy Services and Consulting be approved to assist the County Equalization Department and local units of government in conducting personal property examinations so total value can be determined. Also, appropriate county officials are authorized to sign said engagement letter and appropriate budget amendments are authorized. Motion Carried.

Old Business - Tuscola County Fair 4-H Sale July 18, 2013

Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTSTRISCH

Board of Health
Human Development Commission (HDC)
TRIAD
Economic Development Corp/Brownfield Redevelopment
Human Services Collaborative Council
Great Start Collaborative
Local Unit of Government Activity Report

KIRKPATRICK

Thumb Area Consortium/Michigan Works
Board of Health
Community Corrections Advisory Board
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Thumb Area Consortium/Michigan Works
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BARDWELL

NACo
NACo Rural Action Caucus
Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Economic Development/Taxation
Michigan Association of Counties – Board of Directors
MAC 7th District
Local Unit of Government Activity Report

Closed Session - None

Other Business as Necessary - None

Extended Public Comment - None

Meeting Adjourned at 8:25 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
Thursday, July 12, 2013
HH Purdy Building
125 W Lincoln St, Caro MI

Called to order at 8:26 a.m.

Commissioners Present: Bardwell, Trisch, Kirkpatrick, Bierlein

Commissioner Absent: Allen

Also Present: Mike Hoagland, Jodi Fetting

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 8:30 a.m.

Jodi Fetting
Tuscola County Clerk

TUSCOLA COUNTY BOARD OF COMMISSIONERS
July 19, 2013 Minutes
H. H. Purdy Building

Vice Chairman Roger Allen called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 19th day of July, 2013 to order at 7:30 o'clock a.m. local time.

Prayer – Commissioner Allen
Pledge of Allegiance – Commissioner Bierlein

Roll Call - Clerk Fetting
Commissioners Present: District 1 – Roger Allen, District 3 – Christine Trisch (by phone),
District 5 – Matthew Bierlein

Commissioners Absent: District 2 – Thomas Bardwell, District 4 – Craig Kirkpatrick

Also Present: Mike Hoagland, Jodi Fetting, Steve Erickson, Bill Bushaw

13-M-157
Motion by Bierlein seconded by Allen to adopted the agenda. Motion carried.

Brief Public Comment - None

New Business

-Agricultural Renaissance Zone Designation Cass City Dairy Farmers of America

13-M-158
Motion by Bierlein seconded by Allen that per the request of the Village of Cass City, that the County make application to the State of Michigan to establish an agricultural renaissance zone in the Village of Cass City. Motion Carried.

Old Business - None

Correspondence/Resolutions - None

Extended Public Comment - None

Meeting Adjourned at 7:36 a.m.

Jodi Fetting
Tuscola County Clerk



July 22, 2013

Mr. Michael Hoagland, County Administrator
Tuscola County
207 E. Grant Street
Caro, MI 48723

Re: Executive Summary - 2013 Insurance Proposals

Dear Mr. Hoagland:

Brown and Brown of Central Michigan has completed our financial analysis of the proposals received for the Tuscola County 2013 health, dental, and vision insurance plans. Specifically, we have completed the following services to date:

1. Met with officials to outline the scope of the project and timetable for completion.
2. Collected health plan designs and census data from Blue Cross regarding the current plans.
3. Drafted detailed specifications and a Request for Proposal (RFP) for health, dental, and vision insurance coverage for the purpose of soliciting proposals for 2013.
4. Submitted the specifications to twenty (26) carriers and requested proposals (Please see page 10 for a list of carriers). Please note that one of the carriers solicited is a Voluntary Employees Beneficiary Association (VEBA) as required by Public Act 106 of 2007 (One VEBA must be quoted).
5. Analyzed each proposal submitted to ensure it has met the plan specifications and compared the total cost with equivalent proposals.
6. Prepared an executive summary report for officials summarizing the results and findings regarding the health, dental, and vision proposals received.
7. Presented an executive summary report to officials for review.

Medical/RX Plan Proposals – See Chart On Page 3

We received three fully insured proposals from Blue Cross, McLaren Health Plan, and Health Plus. Under a "fully insured plan", monthly target premiums are paid and adjusted in subsequent years based on either community experience or your actual experience. We also received two self-funded proposals from Professional Benefit Services (PBS) and BCBS. Under a "self-funded plan", expected or ***estimated*** costs are developed by adding the insurance company projections of your claims and fixed costs. This includes facility claims, professional claims, prescription drug claims, stop loss premium, and administrative fee. We have also

included an estimate for claims that have been incurred but not reported to BCBS yet. You will be responsible for these claims should you decide to leave BCBS. Your current BCBS self-funded plan has the lowest projected cost for 2014.

Dental Proposals - See Chart On Page 4

We received six fully insured dental proposals and six self-funded dental proposals from multiple carriers to match your current BCBS self-funded dental plan. The lowest cost proposal was from Assurant with an estimated savings of \$13,996. We are reviewing the Assurant PPO network in your area to determine access. You will have to weigh the potential savings against the administrative cost of switching carriers, maintaining a separate census and monthly invoices for this benefit.

Vision Proposals - See Chart On Page 4

We received five fully insured vision proposals and three self-funded vision proposals from multiple carriers to match your current BCBS self-funded dental plan. The lowest cost proposal was from Superior Vision with an estimated savings of \$3,844. They have included a four year rate guarantee. We are reviewing the network in your area to determine access. You will have to weigh the potential savings against the administrative cost of switching carriers, maintaining a separate census and monthly invoices for this benefit.

Please note that we have provided additional information including the Compensation Disclosure (Page 5), Benefit Proposal Disclaimers (Page 6), and list of carriers quoted and the AM Best rating for each carrier (page 7).

We remain committed to giving you the highest level of service and look forward to working with you during the coming year. Please feel free to contact me if you have any questions.

Sincerely,



Daniel Skiver
Vice President
Brown and Brown of Central Michigan

Tuscola County Medical/RX Projected Cost Summary - Active Employees

CARRIER	CONT.	PLAN	1ST YEAR COST	BCBS RUN OUT EST.	TOTAL W RUN OUT	SAVINGS/ (LOSS)	NOTES
BCBS	SELF FUNDED	PPO	\$1,868,280	N/A	\$1,868,280	\$0	Based on illustrative rates . Matches current plan exactly. Based on \$20,000 specific/120% agg stop loss
MCLAREN	FULLY INSURED	POS/HMO	\$1,906,641	\$326,738	\$2,233,379	(\$365,098)	Must be only carrier, does not match current plan, rates subject to review of final enrollment
PBS	SELF FUNDED	PPO	\$1,931,854	\$326,738	\$2,258,591	(\$390,311)	Using expected cost based on \$35,000 spec, 125% agg, med and rx, 12/12 Contract. Stop loss tentative quote subject to final review of large claims, Diagnosis/prognosis of all large claims needed, must complete and sign disclosure statement for large claims
BCBS	FULLY INSURED	PPO	\$2,061,578	\$326,738	\$2,388,316	(\$520,036)	Matches current plan, ERS III
HEALTH PLUS	FULLY INSURED	PPO	\$2,128,390	\$326,738	\$2,455,128	(\$586,847)	Rates subject to review of final enrollment, Must be only carrier
BCBS USING SUN LIFE STOP LOSS	SELF FUNDED	PPO	\$2,547,716	\$326,738	\$2,874,454	(\$1,006,173)	Using expected cost based on \$30,000 spec, 125% agg, med and rx,, 24/12 Contract. BCBS charges \$4 PC/PM for carve out. Stop loss tentative quote subject to final review of large claims, Diagnosis/prognosis of all large claims needed, must complete and sign disclosure statement for large claims

Tuscola County Dental Proposals Cost Summary

DENTAL CARRIER	FINANCING METHOD	1ST YEAR COST	SAVINGS/ (LOSS)	Admin Fee
BCBS	SELF FUNDED	\$129,489	\$0	\$3.30
ASSURANT	FULLY INSURED	\$115,503	\$13,986	N/A
PBS	SELF FUNDED	\$130,310	(\$821)	\$3.75
ASSURANT	SELF FUNDED	\$132,316	(\$2,827)	\$4.85
SUN LIFE	SELF FUNDED	\$134,359	(\$4,870)	\$5.97
MET LIFE	FULLY INSURED	\$139,875	(\$10,386)	N/A
GUARDIAN	FULLY INSURED	\$155,120	(\$25,631)	N/A
GUARDIAN	SELF FUNDED	\$132,025	(\$2,535)	\$4.69
A.D.N. DENTAL	SELF FUNDED	\$133,502	(\$4,013)	\$5.50
BCBS	FULLY INSURED	\$144,112	(\$14,623)	N/A
DELTA DENTAL	FULLY INSURED	\$147,876	(\$18,387)	N/A
SUN LIFE	FULLY INSURED	\$161,950	(\$32,461)	N/A

Tuscola County Vision Proposals Cost Summary

VISION CARRIER	FINANCING METHOD	1ST YEAR COST	SAVINGS/ (LOSS)	Admin Fee
BCBS	SELF FUNDED	\$20,860	\$0	\$1.20
SUPERIOR VISION	FULLY INSURED	\$17,016	\$3,844	N/A
GUARDIAN	FULLY INSURED	\$17,933	\$2,927	N/A
VSP	FULLY INSURED	\$18,688	\$2,172	N/A
PBS	SELF FUNDED	\$20,951	(\$91)	\$1.25
GUARDIAN	SELF FUNDED	\$22,283	(\$1,423)	\$1.98
BCBS	FULLY INSURED	\$22,509	(\$1,650)	N/A
ASSURANT	FULLY INSURED	\$25,738	(\$4,878)	N/A

Compensation Disclosure

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesal reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform us regarding their products and services, including possible participation in company-sponsored events such as trips, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the purchase of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests. Should you have any questions, or require additional information, please contact our office at (989) 249-5960 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

Benefit Proposal Disclaimers

AM Best Rating for Stability: A++ to D = Highest to lowest rating
AM Best Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

- * The analysis of the plans shown is a summary. Please refer to the contract for a full list of coverage and exclusions.
- * The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
- * This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
- * This presentation is the proprietary work product of Brown & Brown of Central Michigan.
- * It is imperative that we be informed of any employee or dependent that is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be available for these individuals.
- * All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- * If a decision to switch carriers is made, your existing plans SHOULD NOT be cancelled until advised by Brown & Brown of Central Michigan.
- * B&B representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
- * B & B representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
- * If network directories are provided they may contain doctors and facilities that are no longer participating with the insurance carriers' networks. We cannot be responsible for any changes to the directories that are not reflected. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories.

Tuscola County Vendor Responses

Carrier	Quote Status	AM Best Rating*	Financial Size**
BCBSM	Current Carrier	A-	XV
PBS	Proposal Received	Not Rated/TPA	Not Rated/TPA
Symetra	Proposal Received	A	XV
4D Pharmacy Management	Proposal Received	Not Rated/TPA	Not Rated/TPA
HealthPlus	Proposal Received	B-	
Delta Dental	Proposal Received	A	IX
Assurant	Proposal Received	A	A
Guardian	Proposal Received	A++	XV
Superior Vision	Proposal Received	Not Rated	Not Rated
VSP	Proposal Received	A	XI
Metlife	Proposal Received	A+	XV
A D N Dental	Proposal Received	Not Rated/TPA	Not Rated/TPA
McLaren	Proposal Received	Not Rated	Not Rated
Sun Life	Proposal Received	A+	XV
The Hartford	Proposal Received	A-	XV
Ameritas	No Response	A	XIII
ASR	No Response	Not Rated/TPA	Not Rated/TPA
EHIM	No Response	Not Rated/TPA	Not Rated/TPA
HAP	No Response	Not Rated	Not Rated
MECA	No Response	Not Rated/TPA	Not Rated/TPA
PHP	No Response	Not Rated	Not Rated
NGS	No Response	Not Rated/TPA	Not Rated/TPA
MESSA	DTQ	Not Rated/TPA	Not Rated/TPA
Principal	DTQ	A+	XV
Priority Health	DTQ	A-	IX
Total Health Care	DTQ	Not Rated	Not Rated

* A.M. Best Rating Guide:

** AM Best Financial Size: I to XV = Smallest to Largest in Millions of \$



1605 Concentric Blvd., Ste. 1, Saginaw, MI 48604 (866) 421-0478

LATEST UPDATE ON THE HEALTH CARE REFORM AFFORDABLE CARE ACT – July 11, 2013

1. What's Been Delayed

The play or pay provision requires employers with 50 or more employees to do the following to avoid penalties:

1. Offer minimum essential coverage to 95 percent of full-time employees
2. Offer minimum value (60 percent) coverage to full-time employees
3. Offer affordable (less than 9.5 percent of income) coverage to full-time employees
4. Consider employees who average 30 or more hours per week full-time for purposes of their health plan
5. Count employees' hours to determine whether they average 30 or more hours work per week
6. Because of the delay, employers will not need to meet these requirements for 2014.

2. What's Still Required

The delay in the play or pay requirement does not affect the insurance market reforms. This means that these requirements are still scheduled to go into effect as of the start of the 2014 plan year (with penalties of up to \$100 per person per day for non-compliance). These requirements apply to all plans except as noted:

1. Waiting periods cannot be more than 90 days from the date the employee becomes eligible
2. All pre-existing condition limitations must be removed
3. The out-of-pocket maximum cannot exceed \$6,350 for individual and \$12,700 for family coverage
4. Essential health benefits may not have annual dollar limits
5. Grandfathered plans must cover dependent children to age 26 even if the child has access to his/her own employer-provided coverage
6. The new wellness program requirements
7. For small insured plans, whether in or outside the exchange/marketplace, coverage must include the essential health benefits, at the bronze, silver, gold or platinum level, with a deductible of not more than \$2,000 for individual and \$4,000 for family coverage
8. For small insured plans, whether in or outside the exchange/marketplace, modified community rating (rating classes are limited to age, tobacco use, family size and geographic area), guaranteed issue and guaranteed renewal (with some limitations) will apply

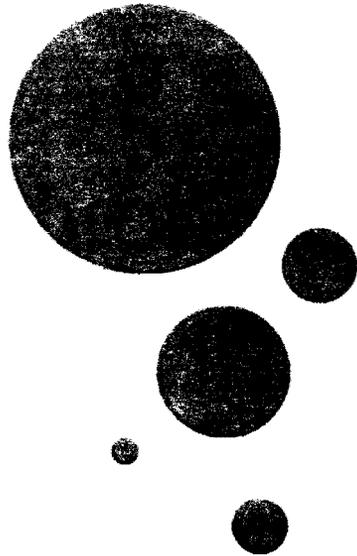
3. What other PPACA requirements must employers also meet:

1. Reporting and payment of the PCORI fee by July 31, 2013 for plans that ended Oct. 1, 2012 through Dec. 31, 2012
2. Timely distribution of any MLR rebates the plan may receive
3. Providing a Summary of Benefits and Coverage (SBC) as part of open enrollment
4. Distributing the DOL notice regarding the exchange by Oct. 1, 2013 and other required notices at renewal and otherwise as required
5. Reporting health care costs on the employee's W-2 (the exemption for employers that issued fewer than 250 W-2s in the prior year or that contribute to a multiple employer plan will continue for the 2013 W-2)
6. Paying the transitional reinsurance fee, due in January 2015

4. What's Next?

The government stated in the delay announcements that the exchanges are still expected to begin open enrollment on Oct. 1, 2013. It is unclear at this point how the delay of the play or pay requirement will affect determination of employee eligibility for subsidies. Presumably the official guidance that Treasury has promised to provide next week will address this issue. In addition under delays, federal government is looking for employers to volunteer to participate in 2014 in regards to 30 hours, minimum essential coverage, and affordability.

BCBS RENEWAL AND PROPOSALS FOR 2013/2014 EXECUTIVE SUMMARY



Dan Skiver, Vice President
Brown & Brown of Central Michigan, Inc.
dba Public Employee Benefits Solutions

(866) 421-0478 www.bbcmich.com



PA 106 PROPOSALS



- oPublic entities are required to solicit proposals every three years
- o4 carriers per line of coverage
- oOne carrier must be a VEBA



PA 106 PROPOSALS



- Solicited 26 carriers
 - Received 6 proposals for medical
 - Received 12 for dental
 - Received 8 for vision

- Some carriers submitted both fully insured and self funded proposals



CARRIER	FINANCING METHOD	PLAN	1ST YEAR COST	BCBS RUN OUT EST.	TOTAL W RUN OUT	SAVINGS/ (LOSS)
BCBS	SELF FUNDED	PPO	\$1,868,280	N/A	\$1,868,280	\$0
MCLAREN	FULLY INSURED	POS/HMO	\$1,906,641	\$326,738	\$2,233,379	(\$365,098)
PBS	SELF FUNDED	PPO	\$1,931,854	\$326,738	\$2,258,591	(\$390,311)
BCBS	FULLY INSURED	PPO	\$2,061,578	\$326,738	\$2,388,316	(\$520,036)
HEALTH PLUS	FULLY INSURED	PPO	\$2,128,390	\$326,738	\$2,455,128	(\$586,847)
BCBS USING SUN LIFE STOP LOSS	SELF FUNDED	PPO	\$2,547,716	\$326,738	\$2,874,454	(\$1,006,173)



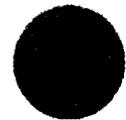
Tuscola County Dental Proposals Cost Summary

DENTAL CARRIER	FINANCING METHOD	1ST YEAR COST	SAVINGS/ (LOSS)	Admin Fee
BCBS	SELF FUNDED	\$129,489	\$0	\$3.30
ASSURANT	FULLY INSURED	\$115,503	\$13,986	N/A
PBS	SELF FUNDED	\$130,310	(\$821)	\$3.75
ASSURANT	SELF FUNDED	\$132,316	(\$2,827)	\$4.85
SUN LIFE	SELF FUNDED	\$134,359	(\$4,870)	\$5.97
MET LIFE	FULLY INSURED	\$139,875	(\$10,386)	N/A
GUARDIAN	FULLY INSURED	\$155,120	(\$25,631)	N/A
GUARDIAN	SELF FUNDED	\$132,025	(\$2,535)	\$4.69
A.D.N. DENTAL	SELF FUNDED	\$133,502	(\$4,013)	\$5.50
BCBS	FULLY INSURED	\$144,112	(\$14,623)	N/A
DELTA DENTAL	FULLY INSURED	\$147,876	(\$18,387)	N/A
SUN LIFE	FULLY INSURED	\$161,950	(\$32,461)	N/A



Tuscola County Vision Proposals Cost Summary

VISION CARRIER	FINANCING METHOD	1ST YEAR COST	SAVINGS/ (LOSS)	Admin Fee
BCBS	SELF FUNDED	\$20,860	\$0	\$1.20
SUPERIOR VISION	FULLY INSURED	\$17,016	\$3,844	N/A
GUARDIAN	FULLY INSURED	\$17,933	\$2,927	N/A
VSP	FULLY INSURED	\$18,688	\$2,172	N/A
PBS	SELF FUNDED	\$20,951	(\$91)	\$1.25
GUARDIAN	SELF FUNDED	\$22,283	(\$1,423)	\$1.98
BCBS	FULLY INSURED	\$22,509	(\$1,650)	N/A
ASSURANT	FULLY INSURED	\$25,738	(\$4,878)	N/A



BCBS RENEWAL SEPTEMBER 2013



- BCBS illustrative rates are decreasing by 2.5%
- BCBS stop loss premium increasing 5.2%
- Recommended level is \$20,000 specific
- BCBS administrative fee decreasing by 12%



BCBS RENEWAL SEPTEMBER 2013



- Enrollment
 - 85% PPO 4
 - 8% PPO 3
 - 1% PPO 2
 - 6% PPO 1
- Estimated \$74,000 below PA 152 “hard cap”
- Estimated \$57,000 in new ACA fees and taxes
- Michigan claims tax increase



PA 152 HARD CAP PROJECTION 9/1/13-8/31/14



CONTRACT TYPE	CENSUS	PPO 4 RATES	1% CLAIMS TAX EST.	EMPLOYER COST PER MONTH	EMPLOYER COST ANNUAL	CAP AMOUNT
SINGLE	23	\$394.68	\$3.95	\$398.63	\$4,783.52	\$5,692.50
2-PERSON	33	\$947.24	\$9.47	\$956.71	\$11,480.55	\$11,385.00
FAMILY	92	\$1,184.06	\$11.84	\$1,195.90	\$14,350.81	\$15,525.00
TOTALS	148	\$149,270	\$1,493	\$150,763	\$1,809,153	\$1,934,933

PROJECTED HARD CAP: (\$1,934,933)

MINUS PROJECTED EMPLOYER COST: \$1,809,153

MINUS PROJECTED OPT OUT PAYMENTS: \$51,527

OVER/(UNDER) HARD CAP: (\$74,252)



BCBS RENEWAL SEPTEMBER

2013



- BCBS orphan commission policy change in 2013 as groups renew
- Removed from administrative fee for savings of \$10,932
- BCBS pays reduced amount
- Balance approved via three way agreement between BCBS, County and Brown & Brown (\$750 per month)
- The County will see a net savings of \$1,932 (\$10,932-\$9,000)



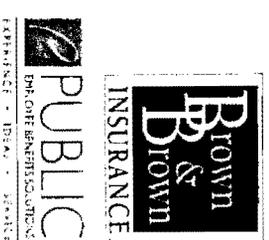
BCBS RENEWAL SEPTEMBER

2013

o Health Care Reform Update

o Questions

THANK YOU!





1605 Concentric Blvd., Suite 1, Saginaw, MI 48602
Phone: (989) 249-5960 Fax: (989) 249-5966

Mike Hoagland
Controller / Administrator
Tuscola County
207 E. Grant
Caro, MI 48723

Re: Business Associate Agreement

Dear Mr. Hoagland:

We are a business associate for one or more of your health plans (collectively, the "Plan"). Under HIPAA, we are required to enter into a privacy/security agreement with the Plan. Enclosed is a copy of a contract prepared by our legal counsel. The agreement is based on the sample business associate agreement provisions issued by the U.S. Department of Health and Human Services ("HHS") under HIPAA. The agreement includes changes to HIPAA required by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the new HIPAA regulations issued by HHS on January 25, 2013. In reviewing the agreement, please note the following:

1. Section 2.1 of the contract sets forth our duties and responsibilities under HIPAA as a result of HITECH. Business associates are subject to the HIPAA privacy and security rules in a manner similar to the Plan, as a covered entity.

2. HITECH requires individuals, HHS and in some cases, the news media, to be notified in the event that unsecured protected health information ("PHI") is breached. Section 2.6 addresses the breach notification requirements. While the Plan (not the business associate) has the responsibility to provide these notifications under HITECH, under Section 2.6 we agree to do the following to assist you:

a. Notify the Plan promptly in the event we become aware of a breach, within 10 calendar days of discovery.

b. Notify affected individuals and the news media if we committed the breach or it was committed by our officer, employee, subcontractor or agent or is within our unique knowledge. In these circumstances, we will provide an advance copy of the notice to you for review and approval before it is sent. However, we expect you to promptly complete your review and not unreasonably withhold approval.

c. Maintain a log of breaches of unsecured PHI with respect to the Plan which we become aware of during a calendar year and submit it to you annually so you can notify HHS. This will occur on a calendar year basis.

3. Section 6.7 contains mutual indemnification language. In other words, if you or the Plan or one of your agents violates the HIPAA privacy and security rules and it causes us to incur liability you will indemnify us. Conversely, if we violate the HIPAA privacy or security rules and it causes you or the Plan to incur liability, we agree to provide indemnification.

The new HIPAA regulations are effective on March 26, 2013. However, covered entities and business associates generally have until September 23, 2013 to bring business associate agreements into compliance for the new requirements. There is a special transition rule which provides for an additional year (until September 23, 2014) for a compliant business associate agreement to be put in place. That transition rule applies where there was an existing business associate agreement between the parties on January 25, 2013 and that contract wasn't renewed or modified between March 26, 2013 and September 23, 2013. It is important for the parties to sign a new business associate agreement within these time requirements.

We understand that you may have your own version of a business associate agreement you would prefer that we sign rather than the enclosed version. Please understand that both versions should not be signed. Only the version signed last is controlling. For this reason, we request that our version of the agreement be signed. We make this request for the following reasons:

- a. As stated above, this contract is based on the sample business associate agreement provisions issued by HHS. For this reason, we believe that it is fair to both parties.
- b. The indemnification language reflected in the agreement is reciprocal and also recognizes the rights of each party.

Two copies of the contract are enclosed. If acceptable, please sign and date both copies. One copy is for your records. Please return the second signed copy to my attention. Thank you for your cooperation. If you have any questions, please contact me.

Sincerely,

Brown & Brown of Central Michigan



Angela Garner

Executive Vice President

Enclosures

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is being entered into between Brown & Brown of Central Michigan (“Business Associate”) and all of the Health Plans of Tuscola County (“Covered Entity”) to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

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

1.1 Business Associate

“Business Associate” means Brown & Brown of Central Michigan

1.2 CFR

“CFR means the Code of Federal Regulations.

1.3 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

1.4 Designated Record Set

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

1.5 Electronic Health Record

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

1.6 HIPAA

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

1.7 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

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

1.9 Individual

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

1.10 Plan Sponsor

“Plan Sponsor” means Tuscola County.

1.11 Protected Health Information

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

1.12 Required By Law

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

1.13 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.14 Security Incident

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

Article 2

Obligations and Activities of Business Associate

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

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding

the HIPAA Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

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

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

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

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

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

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

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

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

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

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

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

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

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

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45

CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on September 1, 2013 and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

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

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered

Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Article 6

Miscellaneous

6.1 Notice

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

Business Associate:

Brown & Brown of Central Michigan
Contact Person: Angela Garner
1605 Concentric Blvd., Suite 1
Saginaw, MI 48604

Covered Entity:

Health Plans of: Tuscola County
Contact Person: Mike Hoagland
207 E. Grant
Caro, MI 48723

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

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

6.4 Survival

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

6.5 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

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

6.7 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection

with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

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

6.8 No Beneficiaries

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

Brown & Brown of Central Michigan (Business Associate)

Dated: 7/12/13

By 

Margaret Yrlas

Its HIPAA Privacy Officer

Health Plans of Tuscola County (Covered Entity)

Dated: _____

By _____

Mike Hoagland

Its Controller / Administrator

MEMORANDUM

TO: MIKE HOAGLAND
FROM: BRAUN KENDRICK FINKBEINER PLC / MATT HONAMAN
DATE: JULY 10, 2013
SUBJECT: TUSCOLA COUNTY / PROCEDURE TO AMEND ORV ORDINANCE

The following procedures should be followed in order to amend the ordinance concerning the Off Road Vehicles, as authorized under MCL 324.81131:

- **Hold a Public Hearing.** Before the amended ordinance is voted on, a public hearing must be conducted pursuant to statute in order to give members of the community an opportunity to address the Board of Commissioners.
- **Give Notice of Public Hearing.** Not less than 45 days prior to the public hearing on the proposed amendment to the ordinance, the Tuscola County Clerk must send notice of the hearing to the Tuscola County Road Commission by certified mail. The notice must also be provided to the Michigan Department of Natural Resources, since state forestland is located within Tuscola County.
- **Vote to Adopt Amended Ordinance.** After the public hearing is conducted, the affirmative vote of the majority of the Board of Commissioners is required in order to adopt the amended ordinance. MCL 46.11(j).
- **Certification of Amended Ordinance.** Once adopted, the amended ordinance must be signed by the chairperson of the Board of Commissioners and certified by the clerk of the Board of Commissioners. *Id.*
- **Publish Notice of Adoption in Newspaper.** The amended ordinance becomes effective when notice of the adoption is published in a newspaper of general circulation in Tuscola County. *Id.*
- **Public's Right to Referendum.** Once notice of the adoption is published in the newspaper, the amended ordinance will remain effective, unless a petition requesting that a public ballot be held as to whether the amendment should be approved or rejected is submitted to the Tuscola County Clerk within fifty (50) days after adoption of the ordinance. The petition must be signed by at least twenty percent (20%) of the County's registered voters. Once the petition is filed, the amendment ceases to be effective until approved by a majority vote of the electors. *Id.*

Please contact us if any additional guidance is needed in order to comply with the above statutory procedure.

Tuscola County Health Department
Board of Commissioners Monthly Report for July 2013
Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer
Visit our website at www.tchd.us

Outcomes for the Month:

- The Health Department is finalizing our FY12-13 budgets as we are in the last quarter of our fiscal year. We will begin working on our FY13-14 budgets shortly.

Issues under consideration by the Local Health Department:

- The Dental Clinic progress is still waiting on legal opinion.
- We continue to watch the debate on Medicaid Expansion and the changes to the Affordable Care Act.
- The Family Planning Program will undergo a federal audit on July 17th. The State actually got to choose who the Feds will audit and they selected us as we are in the region that is being audited. We do not expect any difficulties with the audit.
- Not having Medical Examiner Secretarial support on Mondays is still creating some difficulties.

Issues to be brought to Board of Commissioners:

- We need approval for the revised Immunization fee schedule effective August 1, 2013. The fee from the flu vaccines were changed from \$25 to \$12 administration fee + vaccine cost + 10%. The flumist was changed from \$30 to \$12 administration fee + vaccine cost + 10%. These changes are consistent with the rest of our immunization fee schedule.



Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff
Glen Skrent, Undersheriff

Phone (989) 673-8161
Fax (989) 673-8164

July 18, 2013

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

I am pleased to advise you that Shannon Gwizdala has accepted a full time position as a records clerk to replace Barbara Peters who has decided to transfer back into the corrections division to fill a vacancy. Her full time start date will be July 22, 2013.

I am requesting that Shannon start at step 2 of the current wage schedule making her wage \$ 14.11 per hour. Her current wage is \$ 15.06 per hour with no benefits. She has been employed as a part time secretary for approximately 1 year and 8 months and is fully trained to take over this important clerks position. I have informed the corrections division POAM bargaining unit if my intentions and do not anticipate any objection on their part.

Additionally Barbara Peters has approximately 7 months prior seniority as a corrections officer. Although she will revert to step 1 of the current corrections officer wage scale, \$ 15.50 per hour, I would ask that she be entitled to step two wages when her cumulative seniority reaches one year and her wage anniversary date be adjusted from that date to accommodate the required wage steps. In addition she was hired prior to 1/1/2011 and will fall under the four step wage schedule.

Sincerely,

Leland Teschendorf, Sheriff

Cc/Dawn Bowden, Tuscola County Personnel Director
Nathan Licht, POAM Union Steward

Dawn Bowden

From: Susan Jensen [sjensen@tuscolacounty.org]

Sent: Thursday, May 16, 2013 3:22 PM

To: 'Dawn Bowden'

Subject: Deputies AFSCME Contract

Hello Dawn,

As chairperson for the Deputies Unit, I would like to inform you that we would like to ratify the extension agreement (one year extension with no changes) that was offered to us, as well as the rest of the bargaining units, until the end of 2013 (per our conversation). If you have any questions, please don't hesitate to contact me. Thanks - Susan



TUSCOLA

Behavioral Health Systems

July 8, 2013

Tuscola County Board of Commissioners
125 West Lincoln Street
Caro, MI 48723

Dear Commissioners,

Due to the passing of Mr. Donald McLane, the Tuscola Behavioral Health Systems (TBHS) Board of Directors currently has an open position. In an effort to assure that the membership of our Board is representative of Tuscola County and best fulfills the diverse skills and experience needs of our organization, we have analyzed our membership as to age, gender, geographic location, skills and experience, organizational experience and legal mandates.

On June 25, 2013, Sharon Beals, CEO and Walter Szostak, Board Chairperson, interviewed Ms. Susan McNett for the current opening on the TBHS Board of Directors. For your review, enclosed is the appointment application completed by the applicant.

At its regularly scheduled Board Meeting of June 27, 2013, the Tuscola Behavioral Health Systems Board of Directors unanimously resolved to recommend to the Tuscola County Board of Commissioners, the appointment of Ms. Susan McNett for the remainder of a three-year term expiring on March 31, 2016.

As always, we appreciate your strong support of our efforts and thank you in advance for your consideration of these recommendations.

Sincerely,

Sharon Beals
Chief Executive Officer

Walter Szostak
Board Chairperson

SB/WS/clm

Enclosure



TUSCOLA COUNTY BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Print Form

Please return this questionnaire to the County Clerk's Office, Attention: Appointments Division, 440 N. State St., Caro MI 48723; by email to appoint@tuscolacounty.org ; or by fax at (989) 672-4266 Please submit your resume with this application.

Boards/Commissions for which you would like to be considered:

Boards/Commissions for which you would like to be considered:

First Name* Middle Initial* Last Name*

Have you ever used, or have you ever been known by any other name? Yes No

If yes, provide names and explain:

Home Address City Zip

Township County

Employer Name:

Employer Address City Zip

Position Title

Work Number* (10 digit) Home Number* (10 digit) Cell Number (10 digit)

Email mcnetts@hotmail.com (email is the preferred method of contact, please provide if available)

Are you a United States Citizen? Yes No

EDUCATION (Include degree and dates; if answered in full on your attached resume, please indicate):

EMPLOYMENT EXPERIENCE (if answered in full on your attached resume, please indicate):

Caro Church of the Nazarene - Secretary

Do you hold any professional licenses? If so, please include numbers:

What special skills could you bring to this position?

Parent of recipient of mental health services

Previous government appointments:

Please provide us with the names of your:

State Senator Mike Green

State Representative Terry Brown

County Commissioner Thomas Bardwell

The following optional information is elicited in order to ensure that this administration considers the talent and creativity of a diverse pool of candidates. In addition, specific backgrounds or qualifications are legally required for appointment to some boards and commissions. You may, therefore, wish to provide this information in order to ensure that you are considered for relevant boards and commissions.

Age 50

Political Affiliation

Military Service

Spouse or Partner's Name Paul McNett

CONSENT AND CERTIFICATION

I, Susan McNett (please print name), hereby certify that the information contained in this application is true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any misrepresentation, falsification or omission of information on this application or on any document used to secure employment shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery.

Signed By Susan McNett

Print Form

June 20, 2013

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, June 20, 2013 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zaverucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Parsell seconded by Matuszak that the minutes of the June 6, 2013 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$89,271.70 and bills in the amount of \$226,094.10 covered by vouchers #13-19, #13-20, and #HRA-06 were presented and audited.

Motion by Zwerk seconded by Sheridan that the payroll and bills be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Brief Public Comment Segment:

- (1) Dayton Township Trustee James Satchel reported to the Board that Harmon Lake Road is in poor condition. Management will review the condition of the road and report back to the Dayton Township Board.

Mr. Joe Gerulis appeared before the Board regarding a driveway culvert installation on North Grove Road. Mr. Gerulis reported that the culvert was not installed properly, and has caused water to back up on his property. Superintendent/Manager Jay Tuckey reported to the Board of meeting with Mr. Gerulis and reviewed the location. Tuckey also reported that the Fremont Township Board changed the drainage along North Grove Road when the road was built in 2006. Tuckey further reported that the culvert in question is not causing the water drainage problem. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission request that the driveway culvert in question along North Grove Road in Fremont Township be reinstalled within 30 days in order to improve the water drainage. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that bid items #15 and #42 for Ellington Township, and bid item #39 for Fremont Township of the 2013 bituminous resurfacing bids be awarded to the low bidder, Albrecht Sand & Gravel Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that bid item #16 for Kingston Township of the 2013 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Superintendent/Manager Jay Tuckey reported to the Board the current status of filling the Highway Maintenance Foreman open position. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

PUBLIC HEARING

At 8:30 A.M. a public hearing was held for the proposed improvements to East Dayton Road from M-24 to Bevens Road in Sections 1 and 2 of Indianfields Township and Sections 7, 17, and 18 of Wells Township. County Highway Engineer Zaverucha presented the plans for the project. Members of the public were given the opportunity

to speak at the hearing, of which a complete transcript of the hearing is available at the Road Commission Office. After hearing comments from the public, the following motion was introduced:

Motion by Sheridan seconded by Matuszak to close the public hearing and to proceed with letting the Federal Aid Project for the proposed improvements to East Dayton Road from M-24 to Bevens Road in Sections 1 and 2 of Indianfields Township and Sections 7, 17, and 18 of Wells Township. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed the Tuscola County O.R.V. Ordinance. The Board will table the issue until the Tuscola County Board reviews the ordinance at their next regular meeting.

County Highway Engineer Zaverucha reported to the Board that the M-25 Bridge Project is complete and open for traffic. Zaverucha also reported the current status of the Old State Road Bridge, which remains unchanged. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to open Old State Road to all legal traffic, and to remove all the temporary advisory signs. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak that the Tuscola County Road Commission cast a ballot for Ronald Gerstenberger of Sanilac County, Don Rickett of Sanilac County, Ryan Doyle of Lapeer County, and Mike Tuckey of Tuscola County to serve as Directors of the Association of Southern Michigan Road Commissions. Sheridan, Matuszak, Parsell, Zwerk, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk that the agreement between Bierlein Seed, Inc. and the Tuscola County Road Commission allowing Designated & Special Designated All-Season loads on Reese Road from the north Village Limits of Reese to 0.30 mile north of Van Geisen Road be extended for two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 9:00 A.M. the following bids were opened for Structure Repair Work:

<u>Pay Item</u>	<u>LJ Construction</u>	<u>McDowell Construction</u>	<u>Double E Construction</u>	<u>Marlette Excavating</u>
Mobilization	\$ 16,500.00 lsum	\$ 2,000.00 lsum	\$ 1,200.00 lsum	\$ 300.00 lsum
Culvert & Headwall	1.50 /lb	2.00 /lb	1.15 /lb	1.35 /lb
Concrete, Grade D	975.00 /cyd	495.00 /cyd	380.00 /cyd	450.00 /cyd
Concrete, Grade T	400.00 /cyd	350.00 /cyd	380.00 /cyd	450.00 /cyd
Concrete, Grade S2	950.00 /cyd	400.00 /cyd	380.00 /cyd	450.00 /cyd
Steel Sheet Piling	35.00 /sft	14.00 /sft	5.00 /sft	20.00 /sft
Riprap Plain	75.00 /syd	45.00 /syd	60.00 /syd	45.00 /syd
Riprap Heavy	85.00 /syd	55.00 /syd	75.00 /syd	65.00 /syd
Riprap Under Structure	125.00 /syd	85.00 /syd	85.00 /syd	75.00 /syd
Embankment, CIP	20.00 /cyd	14.00 /cyd	15.00 /cyd	16.00 /cyd
Excavation, Earth	15.00 /cyd	14.00 /cyd	10.00 /cyd	12.00 /cyd
Excavation, Rock	250.00 /cyd	150.00 /cyd	25.00 /cyd	35.00 /cyd
Masonry, Structure Removal	250.00 /cyd	200.00 /cyd	35.00 /cyd	14.00 /cyd
Slope Restoration	5.00 /syd	3.50 /syd	5.00 /syd	7.00 /syd
Maintain Traffic, Primary	7,500.00 lsum	4,500.00 lsum	4,500.00 lsum	1,000.00 lsum
Maintain Traffic, Local	2,500.00 lsum	2,500.00 lsum	2,500.00 lsum	1,000.00 lsum

Motion by Sheridan seconded by Parsell that the bids for Structure Repair Work be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that Michael Tuckey be appointed as the Voting Delegate and that Michele Zawerucha be appointed as the Alternate Delegate to the 2013 M.C.R.C.S.I.P. Annual Membership Meeting. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak that the Tuscola County Road Commission approves Amendment #1 to amend the by-laws of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that the Tuscola County Road Commission approves Amendment #2 to amend the by-laws of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the Tuscola County Road Commission approves Amendment #3 to amend the by-laws of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that the Tuscola County Road Commission cast a ballot for Dennis Stanek of Delta County and Joseph Valente of Marquette County to serve as Upper Peninsula Region Positions on the Board of Directors of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission cast a ballot for Dorothy Pohl of Ionia County to serve as an At-Large Position on the Board of Directors of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board discussed the Road Commission's M.E.R.S. Pension Plan. Director of Finance Michael Tuckey reported to the Board that the overtime wages from the Wind Turbine Projects is negatively impacting the unfunded liability of the M.E.R.S. Pension Plan. Akron Division Foreman Dave Davidson was in attendance and explained his expectation that overtime would be included as a factor in his retirement plan. After discussion, the Board upholds its current policy that overtime wages will be included as a factor in the M.E.R.S. Pension Plan.

Director of Finance Michael Tuckey presented to the Board a proposed policy for Non-Union Employee's Grievance Procedures. After review and discussion, the Board will table the proposed policy pending a legal opinion from the Road Commission's Labor Attorney.

Motion by Zwerk seconded by Parsell approving the request from the City of Vassar to temporarily re-route a portion of M-15 traffic detouring to Atkins Road, Frankenmuth Road, Van Cleve Road, Bray Road, and Ormes Road for the Vassar Riverfest Car Show held on August 3, 2013, the Vassar Riverfest Parade held on August 4, 2013, and the Vassar Public School's Homecoming Parade held September 19, 2013. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

County Highway Engineer Zawerucha presented to the Board a map of roads in Fairgrove Township that will be used for the truck and equipment traffic routes in conjunction with the Tuscola Wind II Project.

Motion by Parsell seconded by Zwerk to approve the request from the Michigan Department of Transportation and Kemp Tiling to open cut Quanicasssee Road for the installation of a culvert replacement in conjunction with MDOT's M-25 road construction project this season. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that the following Resolution be adopted:

RESOLUTION

WHEREAS, the Michigan Department of Transportation ("MDOT") has proposed to re-design the intersection of Old State Road at M-25 in Wisner Township, and

WHEREAS, several representatives and public officials from MDOT, the Tuscola County Road Commission, and Wisner Township met on site and reviewed the plans for re-designing the intersection, and

WHEREAS, members of the on site meeting were in opposition of the intersection re-design as proposed due to safety concerns.

NOW THEREFORE BE IT RESOLVED, that the Tuscola County Board of Road Commissioners hereby opposes the re-design plans of the intersection of Old State Road at M-25 as proposed for safety concerns, in consideration of the truck and farm equipment traffic at that intersection; and that a copy of this resolution be sent to the Michigan Department of Transportation, Michigan State Senator Mike Green, Michigan State Representative Terry Brown, and Wisner Township Supervisor James MacFarlane.

Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 10:25 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

Mike Hoagland

From: M.yfffffffc5. Dee [drier92@yahoo.com]

Sent: Friday, July 19, 2013 11:00 AM

To: mike Hoagland; Tom Bardwell

Subject: fyi use for county farm land

 [Print](#) |  [E-mail](#) | [Comment](#) (1 comment(s)) |  [Rate](#) |  [Text Size](#) | 

DTE plans second utility-owned solar farm in Huron County

By Kate Hessling
Assistant News Editor

Published: Friday, July 19, 2013 8:32 AM EDT

SIGEL TOWNSHIP — A DTE Energy spokesman confirmed this week that plans are in the works for a second utility-owned solar farm in Huron County.

Scott Simons, of DTE Media Relations, said DTE plans to construct a 502-kilowatt, ground-mounted solar installation on the Riopelle Farm, near the intersection of McDonald and Sand Beach roads.

"It will have 2,000 solar panels," Simons said. "Construction should begin in early August, and be completed in late fall."

The solar farm will tie into DTE's electrical grid, Simons said. It is part of DTE's amended renewable energy plan, which proposes to generate about 923 megawatts from renewable sources.

"We're about 98-99 percent of the way there," Simons said, when asked about DTE's progress of meeting Michigan's Renewable Portfolio Standard, which requires utilities to generate at least 10 percent of their power from renewable sources by 2015.

The solar installation that will be constructed in Sigel Township is similar to the first utility-owned project DTE built in Huron County. The first one, which cost about \$1.4 million, consists of 485 kilowatts, and was constructed last year in Verona Township on about 3.5 acres of farmland.

For the Sigel project, Simons said DTE plans to donate an educational kiosk to Harbor Beach High School that will feature all kinds of information about production of that solar installation as well as all of DTE's other installations in Southeast Michigan.

DTE plans to invest in 15 megawatts of utility-owned solar projects.

"We also have another 7 megawatts on the customer-side of things," Simons said, referring to DTE's SolarCurrents program.

The SolarCurrents program encourages DTE Energy electric customers to purchase and install solar photovoltaic systems at their home or business by offering financial incentives to help offset the out-of-pocket costs, according to www.dteenergy.com/solar. In return, DTE Energy receives the Renewable Energy Credits generated by the renewable technology.

Not only can customers offset their energy costs, they can sell any excess electricity generated. The deadline to apply to participate in this program is July 23. For more information, visit www.dteenergy.com/solar.

TUSCOLA COUNTY SENIOR ADVISORY COUNCIL
Millington Dinning Center June 17 Th. 2013

Meeting called to order by Chairman Jerry Gamm.
All said pledge to the flag.

Those present: Beverly Glines, Connie Pliska, Beatrice Hool, Sandra Williamson, Jerry Gamm, Pat LaBair, Shelly Beedle, and Margaret Wenta.

Minutes of the May meeting were read, Motion to approve by Sandra Williamson seconded by Beatrice Hool, motion carried.

Treasurers report: Savings \$1,513.39 Checking \$424.33
We also received a check from the county for \$1000.00 from the millage which I haven't deposited yet

Motion to accept the report by Connie Pliska; seconded by Sandra Williamson, motion carried,

HDC report by SHELLEY BEEDLE

May had 12 serving days 50, Meals Home Delivered 354 58%.

Transportation is request is high .All others on track.

Donation average is good at \$2.47 HDM .79

New Business: Senior Ball

Date: September 26, 2013

Band Melody Magic

Hall: Polish American Club

Caterer: Wentz 130

Motion to donate to "Spoonfulls a Plenty" \$200.50

M.S.U/. Project Fresh \$200.00 Connie Pliska, Sondra Williamson, Motion passed.

NEXT MEET IS AT CARO JULY 15 2013

Margaret Wenta-Sec.

Mike Hoagland

From: BRAUN KENDRICK ANNOUNCEMENT [BKAnnouncement@BraunKendrick.com]

Sent: Friday, July 12, 2013 9:44 AM

Subject: ANNOUNCEMENT: Delay of PPACA's Employer Shared Responsibility Rules



BRAUN KENDRICK

ATTORNEYS AT LAW

ANNOUNCEMENT

Delay of PPACA's Employer Shared Responsibility Rules: HURRY UP ... and BREATHE?

This has been a hot news summer in Washington, D.C. On Tuesday, July 2, the Treasury Department issued a "Treasury Note" that announced a one year delay on implementation of the Patient Protection and Affordable Care Act ("PPACA") Employer Shared Responsibility provisions, more commonly known as the "Pay or Play" mandate.

The delay means that an employer with 50 or more employees will not have to pay penalties if it does not offer its full-time employees affordable, minimum value health insurance until January 1, 2015. While this might give employers a chance to pause, breathe and revisit their implementation strategies, do not forget:

- Individual insurance coverage mandates will apply effective January 1, 2014. Those who don't purchase insurance will face a tax penalty at the end of the year.
- Individuals and employees of small businesses are expected to have access to affordable coverage through a health insurance exchange, now being referred to as the "Marketplace."
- If you are on the 50 full-time equivalent employee bubble OR are looking at part-time employment strategies, any workforce restructuring must be accomplished in time for measurement periods that begin in 2014.
- If you employ more than 250 employees, health coverage costs must be reported on W-2s.
- Nearly all health insurance plans will be affected by the many insurance market reforms scheduled to become effective in the next plan year.
- Nearly all employers must provide to each employee and every new hire after October 1, 2013, a notice of coverage options available through the "Marketplace" (formerly known as an exchange). Model notices are available on the Department of Labor's website www.dol.gov/ebsa/healthreform. There is one model for employers who do not offer a health plan and another model for employers who offer a health plan for some or all employees. COBRA notices are also required to be updated in connection with this rule.

This is a just a short list of reforms that must be addressed, regardless of the Employer Shared Responsibility delay. Further guidance has been promised by the Department or Treasury in the near future.

7/12/2013

Please contact Ellen Crane, Gary Gudmundsen or Tiffany Torain if you have questions or need more information on this sweeping reform or call (989) 498-2100.

Transition Relief for 2014 Under §§ 6055 (§ 6055 Information Reporting), 6056 (§ 6056 Information Reporting) and 4980H (Employer Shared Responsibility Provisions)

NOT-129718-13

Notice 2013-45

I. PURPOSE AND OVERVIEW

This notice provides transition relief for 2014 from (1) the information reporting requirements applicable to insurers, self-insuring employers, and certain other providers of minimum essential coverage under § 6055 of the Internal Revenue Code (Code) (§ 6055 Information Reporting), (2) the information reporting requirements applicable to applicable large employers under § 6056 (§ 6056 Information Reporting), and (3) the employer shared responsibility provisions under § 4980H (Employer Shared Responsibility Provisions). This transition relief will provide additional time for input from employers and other reporting entities in an effort to simplify information reporting consistent with effective implementation of the law. This transition relief also is intended to provide employers, insurers, and other providers of minimum essential coverage time to adapt their health coverage and reporting systems. Both the information reporting and the Employer Shared Responsibility Provisions will be fully effective for 2015. In preparation for that, once the information reporting rules have been issued, employers and other reporting entities are encouraged to voluntarily comply with the information reporting provisions for 2014. This transition relief through 2014 for the information reporting and Employer Shared Responsibility Provisions has no effect on the effective date or application of other Affordable Care Act provisions.

II. BACKGROUND

Sections 6055, 6056, and 4980H were added to the Code by §§ 1502, 1514, and 1513, respectively, of the Patient Protection and Affordable Care Act (ACA), enacted March 23, 2010, Pub. L. No. 111-148.¹ Section 6055 requires annual information reporting by health insurance issuers, self-insuring employers, government agencies, and other providers of health coverage. Section 6056 requires annual information reporting by applicable large employers relating to the health insurance that the

¹ Section 4980H was amended by § 1003 of the Health Care and Education Reconciliation Act of 2010 (HCERA) (enacted March 30, 2010, Pub. L. No. 111-152) and was further amended by § 1858(b)(4) of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (enacted April 15, 2011, Pub. L. No. 112-10). Section 6056 was amended by §§ 10106(g) and 10108(j) of the ACA and was further amended by § 1858(b)(5) of the Department of Defense and Full-Year Continuing Appropriations Act, 2011. In this notice, the term Affordable Care Act refers to the ACA and HCERA, collectively.

employer offers (or does not offer) to its full-time employees. Section 4980H(a) imposes an assessable payment on an applicable large employer that fails to offer minimum essential coverage to its full-time employees (and their dependents) under an eligible employer-sponsored plan if at least one full-time employee enrolls in a qualified health plan for which a premium tax credit is allowed or paid. Section 4980H(b) imposes an assessable payment on an applicable large employer that offers minimum essential coverage to its full-time employees (and their dependents) under an eligible employer-sponsored plan but has one or more full-time employees who enroll in a qualified health plan for which a premium tax credit is allowed or paid (for example, if the coverage offered either does not provide minimum value or is not affordable to that full-time employee).

III. TRANSITION RELIEF

Q-1. When will the rules be published regarding § 6055 Information Reporting and § 6056 Information Reporting? How will these provisions apply for 2014?

A-1. The Affordable Care Act requires information reporting under § 6055 by insurers, self-insuring employers, government agencies, and certain other parties that provide health coverage and requires information reporting under § 6056 by applicable large employers with respect to the health coverage offered to their full-time employees. Proposed rules for the information reporting provisions are expected to be published this summer. The proposed rules will reflect the fact that transition relief will be provided for information reporting under §§ 6055 and 6056 for 2014. This transition relief will provide additional time for dialogue with stakeholders in an effort to simplify the reporting requirements consistent with effective implementation of the law. It will also provide employers, insurers, and other reporting entities additional time to develop their systems for assembling and reporting the needed data. Employers, insurers, and other reporting entities are encouraged to voluntarily comply with these information reporting provisions for 2014 (once the information reporting rules have been issued) in preparation for the full application of the provisions for 2015. However, information reporting under §§ 6055 and 6056 will be optional for 2014; accordingly, no penalties will be applied for failure to comply with these information reporting provisions for 2014.

Q-2. What does the 2014 transition relief for § 6056 Information Reporting mean for application of the Employer Shared Responsibility Provisions for 2014?

A-2. Under the Employer Shared Responsibility Provisions, an applicable large employer generally must offer affordable, minimum value health coverage to its full-time employees or a shared responsibility payment may apply if one or more of its full-time employees receive a premium tax credit under § 36B. The § 6056 Information Reporting is integral to the administration of the Employer Shared Responsibility Provisions. In particular, because an employer typically will not know whether a full-time employee received a premium tax credit, the employer will not have all of the

information needed to determine whether it owes a payment under § 4980H. Accordingly, the employer is not required to calculate a payment with respect to § 4980H or file returns submitting such a payment. Instead, after receiving the information returns filed by applicable large employers under § 6056 and the information about employees claiming the premium tax credit for any given calendar year, the Internal Revenue Service (IRS) will determine whether any of the employer's full-time employees received the premium tax credit and, if so, whether an assessable payment under § 4980H may be due. If the IRS concludes that an employer may owe such an assessable payment, it will contact the employer, and the employer will have an opportunity to respond to the information the IRS provides before a payment is assessed.

For this reason, the transition relief from § 6056 Information Reporting for 2014 is expected to make it impractical to determine which employers owe shared responsibility payments for 2014 under the Employer Shared Responsibility Provisions. Accordingly, no employer shared responsibility payments will be assessed for 2014. However, in preparation for the application of the Employer Shared Responsibility Provisions beginning in 2015, employers and other affected entities are encouraged to voluntarily comply for 2014 with the information reporting provisions (once the information reporting rules have been issued) and to maintain or expand health coverage in 2014. Real-world testing of reporting systems and plan designs through voluntary compliance for 2014 will contribute to a smoother transition to full implementation for 2015.

Q-3. Does this affect employees' access to the premium tax credit?

A-3. No. Individuals will continue to be eligible for the premium tax credit by enrolling in a qualified health plan through the Affordable Insurance Exchanges (also called Health Insurance Marketplaces) if their household income is within a specified range and they are not eligible for other minimum essential coverage, including an eligible employer-sponsored plan that is affordable and provides minimum value.

Q-4. What does this mean for other provisions in the Affordable Care Act?

A-4. This transition relief through 2014 for § 6055 Information Reporting, § 6056 Information Reporting, and the Employer Shared Responsibility Provisions has no effect on the effective date or application of other Affordable Care Act provisions, such as the premium tax credit under § 36B and the individual shared responsibility provisions under § 5000A.

IV. DRAFTING INFORMATION

The principal author of this notice is Kathryn Johnson of the Office of Associate Chief Counsel (Tax Exempt & Government Entities). For further information regarding this notice contact Kathryn Johnson at (202) 927-9639 (not a toll-free call).

DRAFT – Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, July 22, 2013 - 7:30 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Present: District 3 - Christine Trisch, District 5 - Matthew Bierlein, Mike Hoagland, Jodi Fetting, Mike Miller, Mary Drier.

Matters tabled until Full Board meeting on July 25, 2013 as quorum not present.

Finance

Committee Leaders-Commissioners Kirkpatrick and Trisch

Primary Finance

1. **Road Commission Action – Off Road Vehicle Ordinance (See A)**
2. **Digital Parcel Mapping – Potential Contract with Saginaw Valley University (See B)**
3. **Nextera Tax Appeal Status – Escrow County Funds – 7/24/13 Meeting**
4. **Financial Projections for Labor Negotiations and Budget Development**
5. **Animal Control Communication Regarding Kennel Fees (See C)**
6. **Health Department Fee Schedule Changes (See D)**

On-Going Finance

1. Prepare Bids for the 2013 County Comprehensive Annual Financial Report (Audit)
2. Potential Bonding Regarding Retirement System Costs
3. Medical Care Facility Certificate of Need for Small House Project Update
4. MAC Workers Compensation Update
5. Denmark Township Litigation Update
6. Register of Deeds Land Transaction Recordings Regarding Wind Energy
7. BC/BS Access Fees Lawsuit
8. Tuscola "In Sync"
9. Fixed Asset Inventory
10. 911 Audit
11. Dentist Legal Cost – Request for County Cost Sharing
12. Animal Control – Sanilac County Contract
13. Health Insurance (Second July 25, 2013 Board Meeting)
 - Health Insurance Bids
 - 2013 BC/BS Renewal
 - Affordable Care Act

Personnel

Committee Leader-Commissioners Kirkpatrick and Trisch

Primary Personnel

1. **AFSCME Deputies Contract Extension (See E)**
2. **Sheriff Request for Step 2 on Records Clerk Wage Schedule (See F)**

On-Going Personnel

1. Court Personnel Policy Revisions
2. Preservation of the Joint Tuscola/Huron Equalization Director
3. MERS Employee Delegate

Building and Grounds

Committee Leader-Commissioners Allen and Beirlein

Primary Building and Grounds

On-Going Building and Grounds

1. Jail Bed Addition Project Update
2. Update to the County Solid Waste Management Plan – EDC
3. Cass River Greenway
4. State Purchase of Private Land in Tuscola County
5. Camp Tuscola Potential Reuse
6. Courthouse Panic Button Replacement

Other Business as Necessary

Public Comment Period

Closed Session – If Necessary

Other Business as Necessary

Statutory Finance Committee

1. Claims Review and Approval

Notes:

Except for the Statutory Finance Committee, committee meetings of the whole are advisory only. Any decision made at an advisory committee is only a recommendation and must be approved by a formal meeting of the Board of Commissioners.

If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

This is a draft agenda and subject to change. Items may be added the day of the meeting or covered under other business at the meeting.

July 2, 2013

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Tuesday, July 2, 2013 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, and Julie Matuszak; Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Absent: Road Commissioner Pat Sheridan and County Highway Engineer Michele Zawerucha.

Motion by Parsell seconded by Matuszak that the minutes of the June 20, 2013 regular meeting of the Board be approved. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$90,326.05 and bills in the amount of \$197,747.32 covered by voucher #13-21 were presented and audited.

Motion by Zwerk seconded by Parsell that the payroll and bills be approved. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Mr. Gary Anderson and Mr. Tim Franzel from Anderson, Tuckey, Bernhardt, & Doran, CPA's appeared before the Board to present the Road Commission's Annual Audit Report for the year ending December 31, 2012. After presentation and discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak that the 2012 Financial Audit Report be accepted and approved. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Brief Public Comment Segment:

- (1) Mr. Joe Gerulis appeared before the Board to further discuss a driveway culvert installation on North Grove Road. Mr. Gerulis reported that the reinstalled culvert was not completed properly again, and continues to cause water to back up on his property. Superintendent/Manager Jay Tuckey reported to the Board of reviewing the location and approved the culvert reinstallation. After further discussion, the following motion was introduced:

Motion by Zwerk seconded by Matuszak that the County Highway Engineer review the water drainage and the driveway culvert in question along North Grove Road in Fremont Township, and report back to the Board with an analysis. Matuszak, Zwerk, Parsell, Laurie --- Carried.

- (2) Almer Township Supervisor Jim Miklovic appeared before the Board to follow up regarding the line of railway and the railroad crossings between the City of Caro and the Village of Colling. Management reported that the County Highway Engineer has contacted the Michigan Department of Transportation regarding the use of this railway and its railroad crossings, and will report back to the Board with the current status.

Management and the Board further discussed the Tuscola County O.R.V. Ordinance. Director of Finance Michael Tuckey reported to the Board of attending the last regular meeting of the Board of Tuscola County Commissioners. Tuckey reported that the Tuscola County Board approved to amend the ordinance by increasing the minimum age of an O.R.V. operator from 12 years of age to 16 years of age. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission will open the Primary Road System for O.R.V. traffic effective immediately once Section 5, Line (b) of the Tuscola County O.R.V. Ordinance has been amended to read: By a person not less than 16 years of age with a valid driver's license and/or an O.R.V. safety certificate. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the bids for Structure Repair Work taken and accepted at the June 20, 2013 regular meeting of the Board be awarded on an "as needed" basis in the best interest of the Tuscola County Road Commission. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that bid items #17 and #18 for Elmwood Township of the 2013 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Zwerk approving the request from the City of Vassar to temporarily re-route a portion of Huron Avenue traffic detouring to Scotch Road, Rupprecht Road, and M-15 for the road construction project scheduled this season. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to deny the request from the Fairgrove Township Board for a variance of the Local Road Improvement and Township Allowance Policy requesting to carry over the Road Commission's matching allowance for the 2013 season to the 2014 season. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Matuszak that the structure on Dickerson Road east of Ringle Road over the Centerline Drain in Akron Township be posted for a maximum gross weight of thirteen (13) tons for a straight truck, nineteen (19) tons gross weight for a semi, and thirty-four (34) tons gross weight for a double-bottom, as recommended by Rowe Engineering. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Matuszak that the meeting be adjourned at 9:15 A.M. Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

Manager
JARED OLSON
Clerk/Treasurer
KAREN J. SNIDER
Attorney
GARY CREWS

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317 SOUTH STATE STREET
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Mayor:
RICHARD POULIOT
Council:
MICHAEL HENRY
(PRO TEM)
JOE GREENE
CHARLOTTE KISH
AMANDA LANGMAID
RICK LIPAN
GORDON TAGGETT

July 12, 2013

Dear Downtown Property Owner:

On behalf of the City of Caro and the Caro Downtown Development Authority we are sending a reminder in regards to the parking lots and dumpster enclosures located downtown.

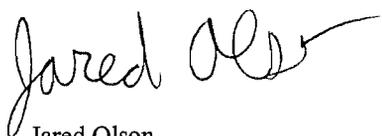
The Downtown Development Authority will continue to take a proactive approach to the cleanliness of the dumpster enclosures and have put substantial energy and funds into maintaining attractive and safe enclosures. You can help ensure that the dumpsters remain clean by continuing to follow these guidelines.

DUMPSTER GUIDELINES

- 1) All waste must be bagged and placed *inside* the dumpster.
- 2) Only residents and business owners on the block the dumpster is located are allowed to use that given dumpster.
- 3) No construction materials are to be put into dumpster.
- 4) No grease containers.
- 5) No landscaping materials, combustible liquids or solids, human or animal excreta, waste from industrial processes or manufacturing operations are to be deposited into the dumpsters.
- 6) No bulk items; such as, household belongings, or unbroken down boxes are to be put into the dumpster or alongside it.
- 7) No soils or other excavated materials from construction and landscaping are to be disposed of in the dumpsters.
- 8) Other unsafe disposal as determined by the City or DDA should not be practiced

We thank you in advance for your continued assistance in regards to keeping these enclosures clean for our property owners, business owners, residents and potential downtown customers.

Respectfully,


Jared Olson
City Manager


Mike Bauerschmidt
DDA Chairman

cc: Mayor Pouliot and Caro City Council
Caro DDA