

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, JUNE 25, 2015 – 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 Bardwell
Pledge of Allegiance – Commissioner Trisch
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (See Correspondence #2)
New Business
 -Vanderbilt Park Update (See Correspondence #3)
 -Region VII Area Agency on Aging 2016 Annual Implementation Plan
 (See Correspondence #4)
 -ACA Compliance with Reporting Requirements (See
 Correspondence #5)
 -Concierge Corrections Proposal (See Correspondence #6)
 -Health Department Personnel Policy Changes (See Correspondence
 #7)
 -Public Hearing 8:30 A.M. Rental Rehabilitation Grant Application
 (See Correspondence #8)
 -Resolution Honoring USA State Champion Softball Team (See
 Correspondence #9)
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

MAC 7th District

Local Unit of Government Activity Report

TRIAD

Human Services Collaborative Council

BIERLEIN

Thumb Area Consortium/Michigan Works
Human Development Commission (HDC)
Tuscola 2020
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Great Start Collaborative Council
Local Unit of Government Activity Report
Tuscola In-Sync
MAC Board of Directors
Human Services Collaborative Council
Region VI Economic Development Planning
MAC-Economic Development & Taxation

TRISCH

Board of Health
Planning Commission
Economic Development Corp/Brownfield Redevelopment
Local Unit of Government Activity Report
Behavioral Health Systems Board
Animal Control
Solid Waste Management
Thumb Works

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
Parks & Recreation
Local Unit of Government Activity Report

KIRKPATRICK

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Land Acquisition
MI Renewable Energy Coalition
MEMS All Hazards
MAC-Environment Energy Land Use
Oil/Shale Work Group
Cass River Greenways Pathway
Local Unit of Government Activity Report
Tuscola In Sync
NACO- Energy, Environment & Land Use

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 June 11, 2015 Full Board Minutes
- #2 Consent Agenda Resolution
- #3 Vanderbilt Park Information
- #4 Region VII Area Agency on Aging 2016 Implementation Plan
- #5 ACA Compliance Reporting Requirements
- #6 Concierge Corrections Proposal
- #7 Health Dept. Personnel Policy Changes
- #8 Rental Rehabilitation Grant Application
- #9 Resolution Honoring USA Girls Softball Team
- #10 Bigger Trucks Amendment
- #11 June 4, 2015 Road Commission Minutes
- #12 Wind Turbine Value Effect on SEV Totals
- #13 June 22, 2015 Committee of the Whole Minutes
- #14 Solar Power Information
- #15 June 22, 2015 Storm Update

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
June 11, 2015 Minutes
H. H. Purdy Building

Commissioner 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 11th day of June, 2015 to order at 7:30 o'clock a.m. local time.

Prayer – Commissioner Bierlein

Pledge of Allegiance – Commissioner Allen

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Roger Allen, District 2 – Thomas Bardwell, District 3 - Christine Trisch, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Clayette Zechmeister, Jodi Fetting, Mary Drier, Tisha Jones, Charles Kurtansky, Lorraine Kurtansky, Eean Lee, Register John Bishop

Adoption of Agenda -

15-M-090

Motion by Trisch, seconded Kirkpatrick by to adopt the agenda. Motion Carried.

Action on Previous Meeting Minutes -

15-M-091

Motion by Trisch, seconded by Kirkpatrick to adopt the meeting minutes from the May 28, 2015 meeting. Motion Carried.

Brief Public Comment Period -

-Discussed that VG's was the best place in town to get donuts at 7:30 a.m.

Consent Agenda Resolution -

15-M-092

Motion by Allen, seconded by Bierlein that the following Consent Agenda Resolution be adopted with Item E being removed to handle in New Business.
Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move that per the May 28, 2015 letter of request from the Court Administrator, to concur with the appointment of an additional part-time case manager for the Sobriety Court with the understanding this is a grant funded position which would not be funded with general fund monies should the grant program be discontinued.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move that Jody Kerbyson be appointed effectively immediately as a Tuscola County Representative to serve on the Community Corrections Advisory Board.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move that the 2016 Community Corrections Advisory Board Plan and Grant Application be approved and all appropriate signatures are authorized.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move that the application to the Tuscola County Community Foundation to administer funds to the county be approved. Also, all appropriate signatures are authorized. (Funds that may be received through gifts and donations would be used to assist in defraying costs with operating certain county services.)

- Agenda Reference:** E
(Item was removed and was not approved in the June 11, 2015 Consent Agenda as the issue is to be handled under New Business.)
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move to concur with the Huron County resolution for a call to action to reduce the number of people with mental illness housed in jails. Also, this resolution be a point of discussion at future Community Correction Advisory meetings.
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move that line item budget amendments requested by the Emergency Services Director in the June 5, 2015 memo be approved for the purchase of a pickup topper for Emergency Services vehicle storage.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/08/15
- Description of Matter:** Move that per the request of the Register of Deeds that proceeds from the sale of a copier and microfilm scanner be authorized to be receipted back into the automation fund which was the fund from which the original purchase was made. Also, the scanner be authorized to be sold privately after a notice is placed in the local paper giving opportunity to all parties to make a bid.

New Business -

-Huron County Resolution Regarding Prisoners with Mental Illness -
Resolution was discussed by the Board. Board would like to research further before taking any action in passing a resolution.

-State of Michigan Project to Upgrade Internet Capabilities at State Police & DHS Buildings -

The State of Michigan will be replacing their T1 lines with fiber optic cables. Eean Lee updated the Board to the details of the project.

15-M-093

Motion by Allen, seconded by Kirkpatrick to authorize the Chairman to sign the "Lease Facility Telecommunications Upgrade Authorization" with the State of Michigan Technology, Management and Budget for the State Police Building and the Department of Human Services building. This upgrade through ComLink will be implemented at no cost to the County and will provide improved network service to the State of Michigan. Motion Carried.

-Fiber Connect Michigan & Broadband - Matter discussed as how to expand fiber coverage to the farmers and rural residents of our county.

Old Business - None

Correspondence/Resolutions -

-Bureau of Construction Code 1-year extension granted for the area schools.

COMMISSIONER LIAISON COMMITTEE REPORTSBIERLEIN

Thumb Area Consortium/Michigan Works - Meets on June 12, 2015 at 1:00 p.m.

Human Development Commission (HDC)

Tuscola 2020

Recycling Advisory Committee - Millage Renewal will be on a ballot in 2016.

Local Emergency Planning Committee (LEPC)

Great Start Collaborative Council

Local Unit of Government Activity Report

Tuscola In-Sync

MAC Board of Directors - Meets in Jackson this month.

Human Services Collaborative Council

Region VI Economic Development Planning

MAC-Economic Development & Taxation

TRISCH

Board of Health

Planning Commission

Economic Development Corp/Brownfield Redevelopment - EDC is working toward bringing jobs into the County. They have contracted for their grant writing services.

Local Unit of Government Activity Report

Behavioral Health Systems Board

Animal Control

Solid Waste Management - Plan is close to being completed.

Thumb Works

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
Parks & Recreation - Meeting on July 17, 2015 at 1:30 at the park.
Local Unit of Government Activity Report

KIRKPATRICK

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Land Acquisition
MI Renewable Energy Coalition - 72 cases at the Tax Tribunal
MEMS All Hazards
MAC-Environment Energy Land Use
Oil/Shale Work Group
Cass River Greenways Pathway
Local Unit of Government Activity Report
Tuscola In Sync
NACo- Energy, Environment & Land Use - Conference Call yesterday regarding Clean Water Act.
Human Services Collaborative Meeting - What programs are available in Tuscola County and how those programs are funded were discussed.

BARDWELL

NACo
NACo Rural Action Caucus
Economic Development Corp/Brownfield Redevelopment - EDC is working to keep budget in line.
Caro DDA/TIFA - Meeting was yesterday. There are new sidewalks being put into place.
MAC Economic Development/Taxation
MAC 7th District
Local Unit of Government Activity Report
TRIAD
Human Services Collaborative Council

Closed Session - None

Other Business as Necessary - None

Extended Public Comment - None

Meeting adjourned at 8:29 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
June 11, 2015
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 8:30 a.m.

Commissioners Present: Allen, Bardwell, Trisch, Kirkpatrick, Bierlein

Commissioners Absent: None

Also Present: Clayette Zechmeister, Jodi Fetting, Mary Drier, Tisha Jones

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at a.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 25th day of June, 2015 at 7:30 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/22/15
- Description of Matter:** Move that the grant agreement with the Department of Environmental Quality for the Tuscola County Recycling Trailer project be approved and all appropriate signatures are authorized.
- Agenda Reference:** B

Entity Proposing: COMMITTEE OF THE WHOLE 6/22/15

Description of Matter: Move that the agreement with the Tuscola County Community Foundation be approved to administer un-endowed funds for the county at no cost and all appropriate signatures are authorized.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 6/22/15

Description of Matter: Move that the 2014 investment report from the County Treasurer be received and placed on file.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 6/22/15

Description of Matter: Move that a communication be sent to elected and appointed officials as a reminder that under the law it is the Board of Commissioners that review and approve all contracts that obligate the county.

Agenda Reference: E

Entity Proposing: COMMITTEE OF THE WHOLE 6/22/15

Description of Matter: Move to concur with the recommendation of the law firm assigned by the county insurance company that represents the county in the FOIA lawsuit involving the Prosecutor's be authorized to be settled for an amount not to exceed \$3,000.

Agenda Reference: F

Entity Proposing: COMMITTEE OF THE WHOLE 6/22/15

Description of Matter: Move that per the June 17, 2015 letter from the County Sheriff that the hiring freeze be temporarily lifted and authorization is given to fill the vacancy on the road patrol with Deputy Cory Jacobs which was created by the resignation of Deputy Jason Holsapple. (Since

the road patrol is funded with a dedicated millage, there is no financial impact on the general fund of the county).

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.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk



REGION VII AREA AGENCY ON AGING

YVONNE CORBAT, CHAIR

ANDREW ORVOSH, EXECUTIVE DIRECTOR

June 9, 2015

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

Dear Chairperson Bardwell:

Region VII Area Agency on Aging has enclosed a copy of its FY 2016 Annual Implementation Plan for review and approval by your County Board of Commissioners. If you would like to schedule an in person presentation about the plan, please call Region VII Area Agency on Aging at (989) 893-4506 and ask for Annette Jeske, Program Manager.

After reviewing and approving the plan, we are asking that you forward a letter of support, or a resolution for the plan, to Region VII Area Agency on Aging.

Region VII Area Agency on Aging is requesting this response no later than 5:00 p.m. on August 1, 2015. If a response is not received by this date, we will consider the plan to be passively approved by your County Board of Commissioners.

This plan is also available for review online at: www.region7aaa.org.

Sincerely,

Andrew J. Orvosh
Executive Director

AO/aj

Enclosure

MEMBER COUNTIES: BAY ■ CLARE ■ GLADWIN ■ GRATIOT ■ HURON ■ ISABELLA ■ MIDLAND ■ SAGINAW ■ SANILAC ■ TUSCOLA



REGION VII AREA AGENCY ON AGING

YVONNE CORBAT, CHAIR

ANDREW ORVOSH, EXECUTIVE DIRECTOR

MEMBER COUNTIES: BAY ■ CLARE ■ GLADWIN ■ GRATIOT ■ HURON ■ ISABELLA ■ MIDLAND ■ SAGINAW ■ SANILAC ■ TUSCOLA

TO: Interested Parties
FROM: Andrew Orvosh, Executive Director
SUBJECT: FY 2014 Annual Report
DATE: May 18, 2015

Draw

Enclosed please find a copy of Region VII Area Agency on Aging's Annual Report for FY 2014. The Annual Report is also available on our website www.region7aaa.org.

On behalf of everyone at Region VII Area Agency on Aging, thank you for your support and advocacy for our seniors.

AO/sg

Enclosure

annualreport

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Thursday, June 18, 2015 9:21 AM
To: Dibble Erica; Eean Lee; ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Subject: FW: FW: Tuscola County HDI Revised Pricing July 1 2015
Attachments: Health Decisions Revised ACA Pricing Effective July 1.pdf

Commissioners

As discussed at previous meetings, the ACA has created extensive new health insurance reporting requirements (1094/1095 forms). The county information systems director was tasked with working with the county human resources director to determine the best method of accomplishing these new reporting requirements.

Harris is in the process of making changes to their payroll software to assist in creating the 1094/1095 ACA required employee/dependent health insurance coverage reports. It is expected that Harris will recover their costs through increases in annual maintenance contract costs. The main question is can Harris accurately complete the software changes before the end of the 3rd quarter of 2015 in order to have enough time to assist in creating the required employee/dependent health insurance coverage reports. The first alternative is wait and determine if Harris can complete the software changes in time to produce the required ACA reports.

The second alternative is to use Health Decisions, which is the company that the county health insurance agent (Dan Skiver of Brown and Brown) has recommended, at a current annual cost of \$6,000. This price is only available until the end of June. If the decision is made after the end of June to use Health Decisions then the annual cost increases to \$13,500. At the end third quarter Health Decisions will no longer take clients for the 2015 reporting year because of timeline requirement to complete the process cannot be achieved. According to our health insurance agent Health Decisions software is developed and works effectively.

The unanimous suggested action by staff is to use Health Decisions for one year because it is questionable whether Harris software will be completed and properly test by the end of the 3rd quarter of 2015. If Harris does not complete the necessary changes under this timeline ACA compliance complications and cost will increase significantly. After one-year staff recommends reevaluation of the potential use of Harris software for ACA compliance. This approach enables time for software kinks to be worked out so a proven product could then be available.

Below is additional information from the human resource director and information systems director regarding this matter.

Mike

From: Erica Dibble [mailto:edibble@tuscolacounty.org]
Sent: Monday, June 15, 2015 10:15 AM
To: Mike Hoagland

Cc: Eean Lee

Subject: Re: FW: Tuscola County HDI Revised Pricing July 1 2015

Mike-

I spoke with Dan Skiver and have emailed with Si Nagra, President of Health Decisions, Inc. to clarify the quote for services after 7/1/15. The price of \$1,125 is per month for the entire 2015 year = \$13,500. This is a significant increase from the \$6,000 quote that is good through June 30, 2015. Also, they are not taking any new clients after 9/30/15.

Our payroll software provider, has been working on a solution to the unfunded mandate of the 1094/1095 reporting. However, they have yet to perfect the module. My concern is that if we decide to do the reporting in house, that the software company may not perfect the module in time. If that is the case we will then have to pay the higher rate if we choose to use Health Decisions.

Keep in mind, we also are responsible for reporting the Health Department, as well as retirees and COBRA qualified individuals. The retiree and COBRA individuals may create an issue in our payroll system reporting, because they are not active employees. The Health Department employees are not in our payroll system, so this may create another issue. The Health Department is working with their payroll provider as well, however no concrete answers have been provided at this time.

So, I think the Commissioners need to be aware of the challenges we are facing and they can assist us in making the decision to either go with Health Decisions now for \$6,000 or wait on the payroll provider and potentially have to pay the increased rate with Health Decisions.

Thanks

Erica

On Tue, Jun 9, 2015 at 8:18 AM, Erica Dibble <edibble@tuscolacounty.org> wrote:

Health Decisions after July 1.

----- Forwarded message -----

From: **Skiver, Daniel** <dskiver@bbcmich.com>

Date: Mon, Jun 8, 2015 at 2:47 PM

Subject: FW: Tuscola County HDI Revised Pricing July 1 2015

To: Erica Dibble <edibble@tuscolacounty.org>

Cc: "Leslie Wilkins (leslie@healthdecisions.com)" <leslie@healthdecisions.com>

Mike,

I've worked with Erica and Harris Software to try to get a feeling of when future updates will be available. Our HR Director feels these updates are completely necessary to complete the audit of insurance reporting that is required. Harris Software isn't giving a firm date of when they will finish and release them to Tuscola County. From my conversations with Harris, I am not confident that the ability to import CBBS data into Harris will be available before December.

Thanks,

Hi Erica,

Attached is the revised pricing effective 7/1/15. They are no longer offering the stand alone reporting so we would need to set up a conference call to review.

Daniel R. Skiver, MPA, LIC

Vice President

Brown & Brown of Central Michigan Inc.

1605 Concentric Blvd., Suite #1

Saginaw, MI 48604

(989) 249-5960 ext. 456 (Office)

(866) 421-0478 (Toll Free)

(989) 277-6410 (Cell)

(989) 607-2233 (Direct Fax)

(989) 249-5966 (Main Fax)

dskiver@BBCMich.com



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From: Leslie Wilkins [mailto:leslie@healthdecisions.com]
Sent: Monday, June 08, 2015 2:13 PM
To: Skiver, Daniel
Cc: Lynne Krutty; Si Nahra; edibble@tuscolacounty.org
Subject: RE: Tuscola County

Hello Dan,

Good timing – we just finalized the attached and will be including it as an exhibit in any proposals we write for the remainder of the month.

Please let me know if you have any questions.

Regards,

Leslie

Leslie Wilkins

Marketing Manager

Health Decisions, Inc.

409 Plymouth Rd. #220

Plymouth, MI 48170

[734-451-2230 extension 118](tel:734-451-2230)

www.healthdecisions.com



From: Skiver, Daniel [<mailto:dskiver@bbcmich.com>]
Sent: Friday, June 5, 2015 9:15 AM
To: Ross Blackley; Lynne Krutty; Leslie Bilodeau; Si Nahra
Cc: Erica Dibble
Subject: Tuscola County

Good Morning,

Can you tell us what the cost will be if the contract goes in after July 1?

Daniel R. Skiver, MPA, LIC

Vice President

Brown & Brown of Central Michigan Inc.

1605 Concentric Blvd., Suite #1

Saginaw, MI 48604

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Erica Dibble

Human Resource Coordinator

125 W. Lincoln St.

Caro, MI 48723

(989) 672-3705

Fax (989)672-4011

edibble@tuscolacounty.org

VISIT US ONLINE FOR COUNTY SERVICES @ WWW.TUSCOLACOUNTY.ORG

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Erica Dibble

Human Resource Coordinator

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) by and between **Health Decisions, Inc.** (“Business Associate”) and _____ (“Plan Sponsor”), for and on behalf of Plan Sponsor’s health plan (“Covered Entity”) for which Business Associate provides services and the Covered Entity’s Administrator (“Plan Administrator”), is effective as of _____, 201__ (the “Agreement Effective Date”) or other date reflected herein.

RECITALS

WHEREAS, the parties have entered into a separate services agreement (referred to herein as the “Services Agreement”) setting forth the duties and responsibilities of the parties relating to the services provided by Business Associate for Covered Entity;

WHEREAS, the parties wish to disclose certain information to each other pursuant to the terms of this Agreement and the Services Agreement, some of which may constitute Protected Health Information (defined below), and wish to enter into a business associate agreement that meets the requirements of current law concerning the handling and disclosure of individual health information;

WHEREAS, Covered Entity and Business Associate intend to (i) protect the privacy and provide for the security of Protected Health Information disclosed pursuant to this Agreement and the Services Agreement and (ii) comply with applicable transaction and code requirements set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as most recently amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”) (collectively “HIPAA”) and other applicable federal and state laws; and

WHEREAS, the parties acknowledge that certain federal or state laws may take precedence over HIPAA and agree that this Agreement, the operational requirements hereunder, and the Services Agreement shall be interpreted to enable the parties to comply with HIPAA, the Privacy Rule (defined below) and other applicable federal or state law.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement and the Services Agreement, the parties agree as follows:

1. Definitions. In addition to the definitions located elsewhere in the Services Agreement, the following shall apply to this Agreement:

a. “Agent” shall mean an agent of the Business Associate other than a Subcontractor.

b. “Breach” shall mean the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under Subpart E of 45 C.F.R. Part 164 that compromises the security or privacy of such Protected Health Information (within the meaning of 45 C.F.R. Section 164.402).

c. “Designated Record Set” or “DRS” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

d. “Electronic Protected Health Information” shall mean the information identified in subsections (i) and (ii) of the definition of “protected health information” contained in 45 C.F.R. Section 160.103 of the Privacy Rule.

e. “HIPAA Omnibus Rule” shall mean the “Modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act” published at 78 Federal Register 5566 (January 25, 2013).

f. “HHS Transaction Standards Regulation” shall mean 45 C.F.R. Sections 160 and 162.

g. “Individual” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

h. “Information” shall mean any “health information” as defined in 45 C.F.R. Section 160.103.

i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

j. “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103, including such information created or received by Business Associate from or on behalf of Covered Entity.

k. “Required by Law” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.

l. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or designee.

m. “Security Incident” shall mean, as provided in 45 C.F.R. Section 164.304, any attempted or successful unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information created, received, maintained or transmitted on behalf of the Covered Entity, or any successful interference with system operations in an information system related to such Electronic Protected Health Information.

n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162 and 164.

o. “Subcontractor” shall have the same meaning giving to it in 45 C.F.R. Section 160.103.

p. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology as provided in 45 C.F.R. Section 164.402.

2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may: (a) use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement between the parties and in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by a Covered Entity; (b) use PHI to carry out the legal responsibilities of Business Associate; (c) conduct any other use or disclosure permitted or required by HIPAA or applicable federal or state law; and (d) use PHI for the proper management and administration of Business Associate. Notwithstanding the above, Business Associate shall not use and/or disclose PHI that is genetic information for underwriting purposes in accordance with 45 C.F.R. Section 164.502(a)(5).

3. Obligations of Business Associate.

a. Appropriate Safeguards. Business Associate shall use appropriate physical, technical, and administrative safeguards (i) to prevent use or disclosure of PHI other than as permitted under this Agreement or Required by Law and (ii) to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

b. Reporting of Improper Use or Disclosure. Business Associate shall promptly report in writing to Covered Entity (i) any use or disclosure of PHI not provided for by this Agreement upon becoming aware of such use or disclosure and (ii) any Security Incidents, as described in 45 C.F.R. Section 164.314(a)(2)(i)(C), upon becoming aware of such Security Incident. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (i) any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of HIPAA or this Agreement or (ii) any Security Incidents of Business Associate or its agents or subcontractors.

c. Reporting of a Breach. Business Associate shall promptly notify the Covered Entity in writing of a Breach, but in no case later than ten (10) business days following discovery of a Breach. This notification will include, to the extent known:

- Breach;
- (i) the names of the individuals whose PHI was involved in the
 - (ii) the circumstances surrounding the Breach;
 - (iii) the date of the Breach and the date of its discovery;
 - (iv) the information Breached;
 - (v) any steps the impacted individuals should take to protect themselves;
 - (vi) the steps Business Associate is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and
 - (vii) a contact person who can provide additional information about the Breach.

Business Associate will promptly investigate any Breaches, assess their impact under all applicable state and federal law, and promptly make a recommendation to Covered Entity as to whether notification is required pursuant to 45 C.F.R. Sections 164.404-408 and/or applicable state breach notification laws. Subject to the Covered Entity's prior approval, Business Associate will issue notices to such Individuals, state and federal agencies, including the Department of Health and Human Services, and/or the media as the Covered Entity is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. Sections 164.404-408). Business Associate will pay the costs of issuing notices required by law and all other remediation and mitigation that is necessary or appropriate to address the Breach. Business Associate shall provide the Covered Entity with information necessary for the Covered Entity to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by C.F.R. Section 164.408(c). To the extent provided under 45 C.F.R. Section 164.410(a)(2), a Breach shall be treated as discovered as of the first day on which such 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, or agent of Business Associate.

d. Business Associate's Agents and Subcontractors. Business Associate shall ensure that any Agent or Subcontractor to whom it provides PHI on behalf of the Plan, agrees to at least the same restrictions, conditions and requirements that apply through this Agreement to Business Associate for such PHI.

e. Access to PHI. Business Associate shall provide access to an Individual, at the request of the Individual or the Covered Entity, to PHI in a Designated Record Set maintained by, or in the possession of, Business Associate in the time and manner required of a Covered Entity under 45 C.F.R. Section 164.524 or as Required by Law. Any denial of access to

such PHI determined by Business Associate shall be the sole responsibility of Business Associate, including, but not limited to, resolution or reporting of all appeals and/or complaints arising therefrom. Business Associate shall promptly report all such requests and their resolution to Covered Entity as mutually agreed by the Parties. Business Associate shall promptly notify the Covered Entity of any request made to the Business Associate that extends to PHI not contained in a Designated Record Set maintained by Business Associate.

f. Amendment of PHI. Business Associate shall make a determination on any authorized request by an Individual for amendment(s) to PHI in a Designated Record Set maintained by, or in the possession of, Business Associate in the time and manner required of a Covered Entity under 45 C.F.R. Section 164.526 or as Required by Law. Any denial of such a request for amendment of PHI determined by Business Associate shall be the responsibility of Business Associate, including, but not limited to, resolution and/or reporting of all appeals and/or complaints arising therefrom in the time and manner required under 45 C.F.R. Section 164.526. Business Associate shall report all approved amendments or statements of disagreement/rebuttals in accordance with 45 C.F.R. Section 164.526. Business Associate also shall promptly report all such requests and their resolution to Covered Entity.

g. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. At a minimum, such documentation shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. Business Associate shall retain such documentation for such period as is set forth in the Privacy Rule or other applicable laws.

h. Accounting of Disclosures. Business Associate agrees to provide to an Individual or the Covered Entity, in the time and manner required of a Covered Entity, with information collected in accordance with Section 3(g) of this Agreement in response to a request by an Individual for an accounting of disclosures of PHI (including, but not limited to, PHI contained within an "electronic health record" as defined in HITECH Section 13400(5)) in accordance with 45 C.F.R. Section 164.528 (as amended by HITECH). Beginning on the date required under HITECH (or such later date as may be established in HHS regulations or other guidance), should an Individual make a request for an accounting of disclosures related to electronic health records (or Covered Entity requests that Business Associate respond to such a request), Business Associate shall comply with a request for an accounting of disclosures made for treatment, payment, or health care operations purposes in accordance with HITECH Section 13405(c) and any HHS regulations or other guidance thereunder. Business Associate shall promptly report all such requests by an Individual and their resolution to Covered Entity.

i. Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, upon reasonable request by Covered Entity, or to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, Security Rule or other requirements of HIPAA.

j. HHS Transaction Standards Regulation. If Business Associate conducts, in whole or part, standard transactions for or on behalf of Covered Entity, Business Associate will comply, and will require any Agent or Subcontractor involved with the conduct of such standard transactions to comply, with the HHS Transaction Standards Regulation.

k. Compliance with Security Rules. Business Associate shall:

(i) use appropriate physical, technical and administrative safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity;

(ii) report to Covered Entity any Security Incident of which Business Associate becomes aware, upon becoming aware of such Security Incident;

(iii) ensure that any Agent or Subcontractor to whom it provides Electronic Protected Health Information received from, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity agrees to at least the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information;

(iv) enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule; and

(v) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident relating to Business Associate or any Agent or Subcontractor.

l. HIPAA Omnibus Rule Compliance. Business Associate shall:

(i) not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or Electronic Protected Health Information, except as permitted by 45 C.F.R. Sections 164.506(a) and 164.508(a)(4);

(ii) comply with the marketing and other restrictions applicable to business associates contained in 45 C.F.R. Sections 164.506(a) and 164.508(a)(3);

(iii) fully comply with the applicable requirements of 45 C.F.R. Section 164.502 for each use or disclosure of PHI;

(iv) fully comply with 45 C.F.R. Sections 164.306 (security standards), 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements); and

(v) to the extent required under HHS regulations or other guidance, comply with the additional privacy and security requirements enacted in the HIPAA Omnibus Rule that apply to business associates in the same manner and to the same extent as Covered Entity is required to do so.

4. Obligations of Covered Entity

a. Delegation to Business Associate. As set forth in Sections 3(e), 3(f), 3(g) and 3(h) of this Agreement, Covered Entity hereby delegates to Business Associate the Covered Entity's responsibility to provide access, amendment, and accounting rights to Individuals with respect to PHI in any Designated Record Set maintained by, or in the possession of, Business Associate. It is understood that Business Associate will interact with the Individual directly, up to and including resolution of any appeals or reporting of complaints under HIPAA or applicable federal or state law. Further, Covered Entity hereby delegates to Business Associate the Covered Entity's obligations with respect to notice of Breaches of Unsecured Protected Health Information. In accordance with Section 3(c) of this Agreement, Business Associate shall notify affected Individuals, Covered Entity, the Secretary, and media (if Required by Law) of such Breach within sixty (60) calendar days after discovery. Such notice shall comply with the notification requirements set forth in Subpart D of 45 C.F.R. Part 164 (45 C.F.R. Section 164.400 et seq.).

b. Responsibility for Further Disclosures. Covered Entity shall be responsible for ensuring that any further disclosure by Covered Entity of PHI (including, but not limited to, disclosures to employers, plan sponsors, agents, vendors, and group health plans) complies with the requirements of HIPAA and applicable federal and state law.

c. Applicable Law. HIPAA requires the Covered Entity and the Business Associate to comply with the Privacy Rule and applicable state privacy laws, based upon application of the preemption principles set forth in 45 C.F.R. Sections 160.201 et seq..

d. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice. Business Associate shall not distribute its own notice to Individuals. Business Associate shall not be responsible for the content of Covered Entity's notice of privacy practices nor any error or omission in such notice.

e. Changes in Permission by Individual. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or

disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

f. Restrictions on PHI. Covered Entity shall notify Business Associate of any restriction upon the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522 (as amended by HITECH), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

g. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for Business Associate's use of PHI for its proper management and administration or to carry out its legal responsibilities under Section 2 of this Agreement.

h. Disclosure to Third Parties. Covered Entity may request that Business Associate disclose PHI directly to another party. Covered Entity agrees that all such disclosures requested by Covered Entity shall be for purposes of Covered Entity's treatment, payment or health care operations or otherwise permitted or required under HIPAA or other applicable law.

5. Use of Limited Data Sets. The parties agree, for purposes of complying with 45 C.F.R. Section 164.502(b)(1), to limit, to the extent practicable, any use, disclosure and requests of PHI to a "limited data set" (as defined in 45 C.F.R. Section 164.514(e)(2)) or, if needed by the Business Associate or Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request. This Section will cease to apply on the effective date of regulations issued by the Secretary in accordance with HITECH Section 13405(b)(2)(C). The parties shall comply with any such regulations promulgated by the Secretary as of their effective date.

6. Compliance Audits. Covered Entity shall have the right to audit Business Associate's compliance with this Agreement. Upon request, Business Associate shall provide Covered Entity representatives reasonable access to Business Associate's relevant records and other information during normal business hours at Business Associate's place of business. Any such audits shall be conducted in accordance with the terms and conditions (if any) for Plan Sponsor audits set forth in the Services Agreement.

7. Indemnification. Covered Entity and Business Associate agree to indemnify, defend and hold each other harmless from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against the non-indemnifying party arising out of any claims, demands, awards, settlements or judgments relating to the indemnifying party's, or, as applicable, its director's, officer's, employee's, contractor's, business associate's, trading partner's, client employer's, and/or Covered Entity sponsor's use or disclosure of PHI contrary to the provisions of this Agreement or applicable law.

8. Term and Termination.

a. Term. The term of this Agreement shall commence as of the Agreement Effective Date, and shall terminate when the Services Agreement terminates or as otherwise provided herein. Upon termination, all of the PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity, shall be handled in as provided in Section 8(c).

b. Termination for Cause. If either party breaches a material term of this Agreement, the non-breaching party shall provide a written notice of the breach and a reasonable opportunity to the other party to cure the breach or end the violation within a reasonable period of time specified in the notice. If the breach cannot be cured or is not cured within a reasonable period, this Agreement may be terminated immediately by the non-breaching party.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 8(c), upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of Subcontractors or Agents of Business Associate.

(ii) The parties recognize that Business Associate and Business Associate's Subcontractors and Agents may be required to retain PHI to fulfill certain contractual or regulatory requirements, making return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate's Subcontractors and Agents shall likewise be contracted to extend such protections to PHI in their possession.

(iii) In no event shall this Section 8 affect any obligation of Business Associate to transfer Covered Entity's information and data to any successor services provider retained by Covered Entity or its successor under the Services Agreement or otherwise.

9. References. A reference in this Agreement to HIPAA means the law or regulation as in effect on the Agreement Effective Date or as subsequently amended, and for which compliance is required on the date of determination.

10. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is required for the parties to comply with the requirements of HIPAA. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, the Privacy Rules or the Security Rules or other regulations promulgated pursuant to HIPAA.

11. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

12. Survival. The respective rights and obligations of Business Associate under Sections 6, 7 and 8 of this Agreement shall survive the termination of this Agreement and the underlying Services Agreement.

13. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

14. Parties to Agreement. The Covered Entity and Plan Administrator agree that they are parties to the Services Agreement (for purposes of complying with HIPAA only) and to the extent not so identified in the Services Agreement, the Services Agreement is hereby amended accordingly.

15. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person, other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

16. Assignment. This Agreement is not assignable by either party without the other party's written consent.

17. Effect on Services Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with the Agreement, all other terms of the Services Agreement shall remain in force and effect. This Agreement shall supersede and replace all prior business associate agreements between the parties.

18. No Agency Relationship. For purposes of this Agreement, Business Associate is not the agent of Covered Entity (as such term is defined under common law).

19. Interpretation. The provisions of this Agreement shall prevail over any provisions in the underlying Services Agreement, or any operational activities under the Services Agreement, that conflict or are inconsistent with any provision in this Agreement. Any ambiguity in this Agreement, the Services Agreement or in operations shall be resolved in favor of a meaning that permits Covered Entity or Business Associate to comply with HIPAA or the applicable federal or state law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

By: _____

Title: _____

Health Decisions, Inc.

By: _____

Title: Si Nahra, President

mhoagland@tuscolacounty.org

From: Glen Skrent <ggs@tuscolacounty.org>
Sent: Thursday, June 18, 2015 12:12 PM
To: mhoagland@tuscolacounty.org
Subject: RE: inmate medical-Concierge Corrections.

Our staff will still try and recoup expenses as we get bills in. This company takes over after the county pays the bill. Whatever they can get back they take a percentage and give the rest back to the county. They probably know how to apply pressure in ways that we can't, just guessing on that. They are willing to come and give a horse and pony show to the board if needed. Lt. Harris was at the Sheriff's Conference and spoke with several counties that use them with success. I am sending over the contract , would be beneficial for county attorney to review it.

From: mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]
Sent: Thursday, June 18, 2015 9:33 AM
To: 'Glen Skrent'
Subject: RE: inmate medical-Concierge Corrections.

Glen

No, I have not received an email on this topic but I think it is well worth looking into.....please send me the contract and I will forward it to our corporate council.....could you check with some of the counties that are using this company and determine how it is working.....I am assuming these are the delinquent payments not the ones we bill and receive paymentif their cost is based on what they recover and we do not have the resources to do what they do sounds like it would be a good arrangement.....

Mike

From: Glen Skrent [mailto:ggs@tuscolacounty.org]
Sent: Wednesday, June 17, 2015 2:59 PM
To: Mike Hoagland
Cc: 'Brian Harris'
Subject: inmate medical-Concierge Corrections.

Did I already email you on this?

A company called Concierge Corrections has approached us to contract with us about inmate medical expense recovery. Our staff currently tries to get money back from inmates with unpaid medical bills. However 16 other jails in Michigan use this company to try and squeeze more money. Apparently they have expertise in this area. They make their profit off of what they recover so there is no cost to us. They are willing to present a pitch to the board if they so desire it. What do you think of having Kendrick look over the contract first? I have a copy here I can provide.

Undersheriff Glen Skrent
Tuscola County Sheriff's Office

For the strength of the Pack is the Wolf, and the strength of the Wolf is the Pack.-Kipling

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Facebook

Asset Recovery & Management Services

1. PARTIES

THIS CONTRACT is entered into by and between the **County of Tuscola**, (hereinafter referred to as ("County ")), whose address is 420 Court St., Caro, MI 48723 and **Concierge Corrections** (hereinafter referred to as the "Contractor"), whose address is 2869 Jolly Road Okemos, MI 48864.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **January 8, 2015** or upon final contract signature, whichever occurs later. This contract will be effective for three years after the initial effective date unless terminated earlier in accordance with the terms of this contract.

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the County on the anniversary of the contract effective date. Either party may give notice of the intention not to renew the Term in writing at least sixty (60) days prior to each such anniversary date.

3. COST/PRICE ADJUSTMENTS. After the initial term of this contract, each renewal term may be subject to a cost increase by mutual written agreement.

4. SCOPE OF SERVICES. The Contractor will provide the County with services specifically regarding inmate off-site medical treatment. The Contractor will not service billing for expenses or fees outside of off-site inmate medical treatment. The County will be responsible for any billing outside of off-site medical treatment even if the inmate receives off-site medical treatment.

The Contractor will provide the County with the following services:

ASSET RECOVERY

- A. A process of recouping funds that have already been spent by the County. Paid off-site inmate medical claims from a year or less from the active date of this contract will be reviewed for possible recoupment.
- B. Processing off-site inmate medical claims and providing billing processes to ensure the responsible party is billed as applicable to state and federal laws.
- C. All off-site inmate medical care is included in the billing services.

- D. Collection Services for off-site inmate medical fees unpaid by previous inmates.

The processes of Asset Recovery are, but not limited to the following:

- A. Reprocess applicable off-site inmate medical claims from the previous year, one year (12 months) from the date of service.
- B. Process off-site inmate medical claims at the point of inmate entry into a healthcare facility.
- C. Collection efforts to recover medical expenses from the responsible payor.
- D. Due diligence to make sure the county is payor of last resort for off-site inmate medical claims.

5. Payments. Payments shall be made to:

Concierge Corrections
4800 Collins Road #27035
Lansing, MI 48909

5.1 Payment Frequency. Payments are to be made by the County unless otherwise agreed upon by both parties, in writing, according to the following:

- A. Payments are to be made monthly, within 15 days of receiving an invoice for the billing cycle.
- B. Billing will occur monthly.

5.2 Charges. Charges for the monthly billing cycle include but are not limited to:

- A. **Requested Charges.** The Contractor will submit charges to the County after the County has received either reimbursed funds or savings for inmate off-site medical
- B. **Reimbursed Medical Claims.** The Contractor shall be paid 37% of the total amount of reimbursed medical funds received by the County.
- C. **Reduced Medical Claims-** The Contractor shall be paid 37% of the total amount saved by the County while utilizing Asset Recovery Services.

5.3 Billing

- A. On a monthly basis, the Contractor will submit a detailed invoice to the County showing all billed medical claims for the month and any additional supporting data used to determine appropriate pricing.
- B. Price adjustments may be permitted at the time of contract renewal by mutual written agreement between both parties.

- C. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

5.4 Payments and Fees.

- A. Should an invoice be paid after the due date stated on the invoice, interest at a rate of **1%** will be accrued per day on the past due balance until brought current.
- B. The County shall pay all costs of collection, including but not limited to reasonable attorney fees, in addition to any other right or remedy provided by law.

6. ACCESS AND RETENTION OF RECORDS AND REPORTS. Both parties agree to provide the requesting party and any of their authorized agents access to any records and reports required to determine contract compliance.

6.1 Record Request. Parties must request all records and reports in writing, submitted to the alternative party's Contract Manager.

6.2 Report Request. Requested reports will be provided to both parties to assist in the analysis and management of asset recovery.

6.3 Record and Report Delivery. Requested reports shall be delivered in 10 business days, unless otherwise agreed to in writing.

6.4 Retention Period. The Contractor agrees to create and retain records and reports for a period of seven (7) years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor shall not assign, transfer, or subcontract any portion of this contract without providing a minimum of 30 day written notice to the County.
- B. The Contractor shall not transfer any portion of this contract without the written approval of the County.
- C. The Contractor may assign or subcontract its contract duties to Source Billing Concepts.
- D. The County may hold the Contractor liable for any acts of non-compliance by the Contractor's assignees or subcontractors that is the duty of the Contractor under this contract.
- E. The Contractor agrees to be liable for any non-compliance of its assignees or subcontractors.

F. The Contractor agrees that any personnel substituted during the term of this contract must be able to perform the requirements of the contract to industry standards.

8. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages. The Contractor shall **not** be liable for special, incidental, consequential, punitive, or indirect damages.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain insurance for the duration of this contract, at its own expense, for claims including contractual liability which may arise from or in connection with the performance of this contract by the Contractor, agents, employees, or representatives.

9.2 COMPLIANCE WITH LAWS. The Contractor shall fully comply with the following:

- A. Maintain compliance with all Asset Recovery and Management standards,
- B. Federal, State and local laws, rules, and regulations governing the Contractor's operations, AND
- C. Be responsible for all State, Federal and local licenses and permits necessary to perform the services required herein.

10. INDEMNIFICATION

10.1 Third-Party Claim. In the event of any claim by a third party against the County, Contractor agrees to indemnify and hold the County harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the County that result from the acts or omissions of the Contractor and/or their employees, agents, or representatives which may occur during or which may arise out of the performance of this Agreement. Contractor shall defend such claim, in the County's name or its own name, as appropriate, at the Contractor's expense. Such indemnification will be conditional upon the following:

- A. The County will promptly notify the Contractor of the claim in writing within 10 business days the County knew or should have known of such violation;

- B. The County will cooperate with the Contractor in the defense and any related settlement negotiations.
- C. The Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
- D. The Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

11. Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following, but not limited to, except where the Contractor has agreed in writing, either separately or within this contract:

- A. Where the claim would not have been brought except for such incorporation, OR
- B. The County's modification of any software furnished under this contract.

12. CONTRACT REQUESTS

12.1. Right to Assurance. If the County, in good faith, has reason to believe that the Contractor does not intend to, is unable to perform, or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may be viewed as a material breach by the County.

12.3 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period requested. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County Contract Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

13. CONTRACT TERMINATION

13.1 Termination for Cause. The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to comply with this contract and has failed to remedy the breach (where the breach is capable of being remedied) within 30 days' notice in writing.

13.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor or County may be cause for termination.

13.3 Non-Compliance with Administration Requirements. The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with the County Strategic Plan for Information Technology, any Statewide IT policy, or standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable fees specified in the contract or stop work order.

13.4 Reduction of Funding. The County must terminate this contract if funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period.

14. COMPLIANCE REMEDIES

14.1 Event of Non-Compliance. Any one or more of the following acts or omissions of the Contractor shall constitute as non-compliance with this agreement:

- A. Products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- B. Failure to submit any report required by this contract; or
- C. Failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior approval.

14.2 Actions in Event of Non-Compliance. Upon the occurrence of any non-compliance of this contract, either party may give the non-complying party a written notice specifying the event of non-compliance and require it to be cured within, in the absence of a greater specification of time, thirty (30) days from the date of the notice.

15. WAIVER OF NON-COMPLIANCE

No failure by either party to enforce any provisions hereof after any non-compliance shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any non-compliance shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other non-compliance on the part of the non-complying party.

16. COUNTY PERSONNEL

16.1 The County Contract Manager. The County Contract Manager identified below is the County's single point of contact and will perform all contract management on

behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

Brian Harris
Jail Administrator
420 Court St
Caro, MI 48723
(989) 673-8161
bharris@tuscolacounty.org

16.2 Changes to Contract Manager. The Contract Manager for the County may change, at any time, at the discretion of the County. The County shall provide written notice to the Contractor within 10 business days in the event a Contract Manager is changed.

17. CONTRACTOR PERSONNEL

17.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the County under this contract.

The Contractor agrees that any personnel substituted during the term of this contract must be able to perform the requirements of the contract to industry standards and be equally or better qualified than the personnel originally assigned.

The County reserves the right to approve the Contractor's personnel assigned to perform under this contract and any changes or substitutions to such personnel. The County's approval or disapproval shall not relieve the Contractor to perform under the contract.

17.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Melissa White
2869 Jolly Road Suite A4
Okemos, MI 48864
(517) 908-3971 Ext 544
m.white@conciiergecorrections.com

17.3 Changes to the Contract Manager. The Contract Manager for the Contractor may change, at any time, at the discretion of the Contractor. The Contractor shall provide written notice to the County within 10 business days in the event a Contract Manager is changed.

18. MEETINGS

18.1 Technical or Contractual Problems. The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to the County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated between Contract Managers. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

18.2 Progress Meetings. During the term of this contract, the County's Contract Manager and Contractor's Contract Manager will jointly coordinate and schedule progress meetings to discuss the progress and performance of their respective obligations.

18.3 Meeting Frequency. Progress meetings will be held at a minimum of every 90 days, starting from the effective date of this contract. Progress meetings may be held as often as coordinated between the County's Contract Manager and the Contractor's Contact Manager.

18.4 Written Meeting Requirements. At each progress meeting, both parties shall make available a written status report for the alternative party. The written status report may contain, but not limited to, the following:

- A. Any encountered problem or circumstance or gained knowledge that may prevent either party from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties.
- B. Any suggested remedy to encountered problems or circumstances.
- C. Any other contractual concerns or topics either party wishes to discuss during the progress meeting.

18.5 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including non-compliance by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

18.6 County's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any obligation, the County shall determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

19. CONTRACTOR PERFORMANCE ASSESSMENTS

19.1 Assessments. The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

19.2 Record. Completed assessments may be kept on record at the County's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

20. Transition Assistance. If this contract is not renewed at the end of this term, or is terminated prior to the completion of the contract for any reason, the following will occur:

- A. The terminating party must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, for reasonable transition assistance requested by the alternative party.
- B. At the request of the County the Contractor shall facilitate the orderly transfer of requested contract services to the County or its designees. Such request must be in writing.
- C. Transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance.
- D. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon between the parties.

E. Should the County terminate a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

21. DISPUTES. Any dispute shall be subject to the following:

A. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration.

B. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

C. The parties will cooperate with one another in selecting a mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

D. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

E. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

F. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements set out above in Section 23.

22. CHOICE OF LAW AND VENUE. This contract is governed by the laws of Michigan. The parties agree that any litigation concerning this contract must be brought in the State of Michigan and each party shall pay its own costs and attorney fees.

23. SCOPE OF AGREEMENT. Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

24. EXECUTION. The parties through their authorized agents have executed this contract on the dates set out below.

In Witness Whereof, the parties hereto, having read this contract in its entirety, do agree thereto in each and every particular:

County of Tuscola
420 Court St
Caro, MI 48723
(989) 673-8161

Concierge Corrections
2869 Jolly Road Suite A4
Okemos, MI 48864
(517) 908-3971

Date:

Date:

Leland Teschendorf
Sheriff

Matthew Brown
President

Brian Harris
Jail Administrator

Melissa White
Vice President

TUSCOLA COUNTY HEALTH DEPARTMENT CHANGES IN PERSONNEL POLICIES		
SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
Introduction	<p>The TCHD mission states we are dedicated to promoting and protecting the health of Tuscola County residents by educating and providing a wide range of quality health, human and environmental services with respect and integrity <u>actively strive to enhance our community's quality of life by disease prevention, health protection and healthy lifestyle promotion.</u> Activities will encompass the individual, family, community and the environment and will be provided regardless of race, religion, beliefs, culture, gender, sexual orientation, diagnosis/health status, and/or the ability to pay for services. The TCHD vision states the Tuscola County Health Department will continue to be a valuable asset to Community partners and the Public by providing resources and innovative approaches to health and environmental promotion and protection. <u>be recognized as a valuable asset to our community.</u></p>	Language changed to new "Vision and Mission" statement
Section 2 – Recruitment, Selection, Appointment	<p>2.9 Background Checks: All new job applicants and prospective volunteers will have background checks completed on them prior to employment offer. The job applicant or volunteer will be required to sign a release (<u>release is located on TCHD employment application</u>) to conduct the background check before the background check is completed.</p> <p><u>Per Child Care Licensing Rule 400.8125: All TCHD employees who may provide unsupervised services with a child in a Child Care Center will be required to have a background check performed every 2 years. Documentation shall be on file that staff has not been convicted of any of the following before having unsupervised contact with children:</u></p> <ul style="list-style-type: none"> (a) <u>A listed offense, as defined in section 2 of the sex offenders registration act, 1994 PA 295, MCL 28.722.</u> (b) <u>Child abuse or child neglect.</u> (c) <u>A felony involving harm or threatened harm to an individual within the 10 years immediately preceding the date ... at the center.</u> 	Language added to reflect changes to Licensing Rule
Section 6 – Employee Benefits	<p>6.1 Revise per Affordable Care Act. Medical/Hospital/Dental/Vision Insurance: For the purposes of this section health insurance is defined as medical health insurance. Dental/vision insurance coverage is also a benefit. The TCHD will provide health/dental/vision insurance for eligible employees through a group policy</p>	6.1 Reflects changes due to Affordable Care Act guidelines

covering all employees and their dependents in accordance with the Healthcare reform act. The Health Department offers four levels of Health Insurance.

The first level is the base premium plan funded by the Health Department for full time employees up to the capped level allowed by Michigan legislation. The second through fourth levels are alternate plans through Tuscola County to other County employees. The difference in the cost between the base plan (actual premium costs or capped rate, whichever is lower) and the alternate plan will be funded by the employee. Employees receiving the alternate Health Insurance plan and employees working less than 75 hrs per pay will be required to sign the Medical/Dental, Vision Prorated/Co-Payment Agreement. To be eligible for Health/Dental/Vision Insurance, the employee must work a minimum of 60 hrs per pay period on a regular schedule. Employees working 60 -75 hrs per pay on a regular schedule or worked 1560 hours between October 1st and September 30th of the prior fiscal year, shall have 100% of the Health Department's base health insurance plan premium paid by the employer up to the capped level allowed by Michigan legislation.

If a full time employee (working 60-75 hours per pay) chooses to buy up to any of the alternate health insurance plans, they shall be responsible for the payment of the difference in premiums including any portion of the base plan that exceeds the legislative caps capped rate. Employees working between 60 and 75 hrs will be required to pay a prorated portion of the Health Department's base health insurance plan premium. For example, an employee working 60 hrs per pay period would pay 20% of the base health insurance plan premium while an employee working 67½ hrs per pay period, would pay 40% of the base health insurance plan premium. If an employee working less than 75 hrs chooses to buy up to any of the alternate health insurance plan, they shall be responsible for the payment of the difference in premiums including any portion of the base plan that exceeds the capped rate and plus their prorated portion of the employers base health insurance plan premium. Should it be necessary to reduce an employee's hrs to less than 75 hrs per pay, the employee will be required to pay the prorated portion of the premium and also the difference in the premiums between the base including any portion of the base plan that exceeds the capped rate and alternate plan if the employee chooses any of the alternate plans. Effective 1/1/15 or new date established by the legislature, employees working 60-75 hours per pay on a regular basis or worked 1560 hours between October 1st to September 30th of the prior fiscal year, shall have 100% of the Health Department's base health insurance plan premium paid by the employer up to the capped levels allowed by the Michigan legislature. Also effective 1/1/15, if the employee working 60-75 hours per pay on a regular basis chooses to buy up to any of the alternate health insurance plans, they shall be responsible for the payment of the difference in premiums including

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	<p>any portion of the base plan that exceeds the legislative caps. New hire employees or part-time employees....</p> <p>6.4 Pension: All employees working 10 days per month on a regular schedule shall be covered by the Michigan Municipal Employees Retirement System. For employees hired prior to January 1, 2015, the benefit shall be Plan B-3 with vesting after 8 years of credited MERS service. For employees hired on or after January 1, 2015 the benefit shall be Plan B-2 with vesting after 10 years of credited MERS service. See attachment 10 for the Retirement Plan specifics. For more information on the retirement plan, please refer to your MERS Retirement manual. Specially funded employees do not qualify for Pension.</p> <p>6.9 COBRA: Employees and qualified beneficiaries shall be provided with the opportunity to continue health care coverage they might otherwise lose as the result of layoff, dismissal, resignation or any other qualifying event in accordance with the Consolidated Omnibus Budget Reconciliation Act. If the Fiscal Division is aware of your qualifying event, you or your family members will be notified of COBRA eligibility by mail or in person with obtainment of employee's signature of receipt of COBRA eligibility. If you experience a qualifying event that the Fiscal Division is not aware of, please notify the Fiscal Division so COBRA coverage may be offered.</p> <p>6.13 Supplemental Insurance/Flexible Tax Deferred Benefit Plan: Health Department employees may elect to participate.... Employees may also purchase other AFLAC insurance products, i.e., Cancer, Intensive Care, Accident, etc., through AFLAC or Liberty National Insurance and have the premiums deducted from their paychecks.</p>	<p>6.4 Changes to the MERS benefit for those hired after 01/01/2015.</p> <p>Also, these changes are reflected in Attachment #10</p> <p>6.9 Added language for receiving COBRA notification in person</p> <p>6.13 Language change to include Liberty National Insurance</p>
<p>Section 9 – Personnel Records</p>	<p>9.1 Current Information Update: The Health Department maintains personnel files on each employee. These files contain documentationThe employee shall be responsible to notify their supervisor or the Administrative Services Coordinator and the Payroll department of any changes in their name, telephone number, home address, marital status, number of dependents, beneficiary designations, change of bank, scholastic achievements, emergency contacts, etc.</p>	<p>9.1 Addition to procedure</p>

Section 15 – Sick Leave	<p>15.8 Payment at Retirement: A part-time or full-time employee hired before January 1, 2015, who separates from the Health Department for retirement purposes and at the time of retirement has earned retirement rights in the Michigan Municipal Employees Retirement System and to qualify for the sick leave benefit he/she must have worked 15 years at the health department and achieve the age of 55 years or work 8 years at the health department and achieve the age of 60 years or qualify for early retirement through MERS at age 50 with 25 years (of which at least 15 years have to have actually been worked at the health department) in order to be paid for fifty percent (50%) of his/her unused sick leave as of the effective date of separation. Such payment shall be made at the employee's current rate of pay. For employees hired on or after January 1, 2015, the employee must have worked 25 years at the health department and achieve the age of 55 years or work 10 years at the health department and achieve the age of 60 years in order to be paid 50% of his/her unused sick leave as of the effective date of separation.</p>	15.8 Change to the policy
Section 17 – Other Leaves	<p>17.3 Leave of Absence without Pay: Leave of absence without pay may be granted to a Health Department employee by the Health Officer not to exceed five (5) working days. For leave of absence greater than five (5) working days the request must be approved by the Board of Health or by the Health Officer Employees will need to pay for Health Insurance for an extended leave of absence that exceeds fifteen consecutive working days. Required payment of Health Insurance by the employee will go back to the first day of the paid leave if the leave exceeds 15 working days.</p>	17.3 Addition to current policy
Section 18 – Expense Reimbursement	<p>18.2 Travel Expense: Employees on official Health Department business outside of Tuscola County shall be allowed reimbursement for necessary expenses incurred in carrying out their duties. Employees must present valid itemized receipts for such expenses in order to be reimbursed. Eligible expenses will be lodging, auto storage, bridge and highway tolls, meals (including tips), reservation fees and other expenses as approved by the Health Officer. See Attachment 16 for allowable expense rates. Under no circumstances will alcohol be paid for by the agency. The meal allowance per day is set by the Board of Health, however, exceptions may be granted by the Health Officer. All expenses must be entered onto a Travel Expense Voucher (Attachment 17) and turned in to the Fiscal Division at the end of each month within 30 days, but no later than 60 days after incurring the expense with the appropriate itemized receipts.</p> <p>18.5 Out of County Travel Time:</p> <p>Required Travel: Travel time to and from Out of County Conferences shall be paid</p>	<p>18.2 Revised policy to reflect the IRS guidelines</p> <p>18.5 Revised language to reflect current guidelines</p>

to Health Department employees for Health Department required requested conference attendance. ~~Travel and conference time for conference attendance not requested by the Health Department but approved by their supervisor, will be limited to actual time or 7 ½ hours, whichever is less.~~

If out of county conference time requires travel prior to 6:00 a.m. on the day of the meeting, the employee may leave the day prior to the meeting. ~~No travel time will be paid for travel the day prior to the conference, however, if flex time can be scheduled during the work week, flex time will be used in lieu of pay. If flex time cannot be scheduled, the employee may choose to have the travel time received as comp time. If the employee wishes to leave during work time on the day prior to the meeting, annual or personal time will be used.~~ Meals and lodging costs incurred because of travel the day prior to the conference will be paid.

If out of county conference time requires travel after 6:00 a.m. on the day of the meeting, the employee will be paid actual hours worked, travel time and meals, however, if flex time can be scheduled during the work week, flex time will be used in lieu of pay. If flex time cannot be scheduled, the employee may choose to have the travel time received as comp time. No meals and lodging costs will be paid for the day prior to the conference.

Non-Required Travel: Travel and conference time for Out of County conference attendance not requested by the Health Department but approved by their supervisor, will be limited to actual time or 7 ½ hours, whichever is less.

If Out of County conference time requires travel prior to 6:00 a.m. on the day of the meeting, the employee may leave the day prior to the meeting, however, if flex time can be scheduled during the work week, flex time will be used in lieu of pay. If flex time cannot be scheduled, the employee may choose to have the travel time received as comp time. Meals and lodging costs incurred because of travel the day prior to the conference will be paid.

If out of county conference time requires travel after 6:00 a.m. on the day of the meeting, the employee will be paid actual hours worked, travel time and meals, however, if flex time can be scheduled during the work week, flex time will be used in lieu of pay. If flex time cannot be scheduled, the employee may choose to have the travel time received as comp time. No meals and lodging costs will be paid for the day prior to the conference.

For the purposes of travel time computation, the employee's workday begins when

	<p>the employee leaves their home or would have left the Health Department (whichever is less). The employee's workday ends when the employee reaches their home or would have reached the Health Department (whichever is less).</p> <p>18.6 Out of State Travel Time: No travel time will be paid to employees who travel Friday evening, however, the employee will, with Supervisor approval, be allowed to flex time during the work week to cover Friday evening, Saturday or Sunday travel. Travel on Saturday or Sunday will be limited to actual travel hours or 7.5 hours, whichever is less. Travel time during the work week will also be flexed with Supervisor approval. If the Supervisor is unable to find time in the work week to flex the employee's travel time, they shall receive comp time for the travel time. Meals and lodging will be paid each conference day and for Friday evening, Saturday or Sunday if travel arrangements necessitate a weekend stay. Staff will record actual hours of meetings attended each conference day including for Saturday and/or Sunday. only meeting time will be paid on Saturday and Sunday. During the week, staff will receive 7 ½ hours of pay daily. Time spent eating meals will not be paid.</p>	<p>18.6 Revised language to reflect current guidelines</p>
<p>Section 21 – Vehicle Policy</p>	<p>21.9 Utilization of Vehicles: If a TCHD vehicle is available for use by a TCHD employee, it is expected that the TCHD vehicle would be utilized prior to using his/her personal vehicle. Deviations from this policy must be approved on a situation by situation basis by the Division Head or Health Officer. For details on Agency Vehicle Use see Attachment 22. Folders with mileage forms should be kept in the car and Fiscal will collect them when the bill is received. If an employee needs to take a county vehicle home the night before a conference/meeting or return it the morning after a conference/meeting, the employee must complete an Authorization to Take a Vehicle Home form and have their Supervisor sign it before they take the vehicle. Also, They must turn a copy of the form into the Administrative Services Coordinator to place on file before they take the car home as part of our vehicle liability insurance.</p>	<p>21.9 Additional language to reflect current policy</p>
<p>Section 22 – Work Rules</p>	<p>22.21 Access to Health Department Building: The Health Department building is physically secured through electronic means for doors. Employees will be issued a key fob and/or key card to gain access into and throughout the building. Employees will be required to acknowledge receipt of a fob and/or key card through signature on the Building Access form (Attachment 27) Under no circumstances should the fob/key card be given to any other person. Any employee found doing</p>	<p>22.21 New sub-section added to cover electronic entrance security</p> <p>New Attachment #27</p>

	<p>so will receive disciplinary action.</p> <p>If an employee loses their fob/key card, they must immediately notify the Administrative Services Coordinator. The Administrative Services Coordinator will log the loss on the individual's Building Access form. The Administrative Services Coordinator will also notify the HIPAA Security Officer, MIS Manager and the Fiscal Manager of the employee's loss. The MIS Manager will immediately deactivate the device through the electronic security system. The MIS Manager will also prepare a new fob or key card for use by the employee and provide it to the Administrative Services Coordinator for distribution. The Administrative Services Coordinator will document the issuance of the new fob or key card and obtain the employee's signature on the Building Access form. The HIPAA Security Officer will document the breach in security and the outcome. The agency will replace the first lost fob or key card at agency expense. Subsequent replacements will be at the employee's expense for replacement costs. The Fiscal Manager will inform the employee of replacement costs if applicable.</p>	

**NOTICE OF PUBLIC HEARING
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
Michigan Housing Resource Fund
Rental Rehabilitation**

The Tuscola County Board of Commissioners, in cooperation with the Human Development Commission, is applying to the Michigan State Housing Development Authority (MSHDA) for \$120,000 from the 2014-2015 MSHDA Housing Resource Fund. The funds will provide rental rehabilitation assistance, resulting in three, newly created housing units in a City of Caro placemaking neighborhood.

Low-income tenants will benefit from the rental rehabilitation measures that are needed to ensure safe, sanitary housing that is consistent with local building codes.

The Tuscola County Board of Commissioners will provide a forum for persons interested in commenting on this project. The county will also receive and consider written comments regarding the 2014-2015 MSHDA Housing Resource Fund application. Written comments should be received no later than the date of the public hearing and be directed to the address below.

The Public Hearing will be held on June 25, 2015 at 8:30 a.m. at the H. H. Purdy Building, 125 W. Lincoln Street, Caro, Michigan. The Public Hearing will be part of the regularly scheduled meeting of the Tuscola County Board of Commissioners.

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

RESOLUTION

Honoring USA MHSAA Division 4 Girls State Softball Championship

WHEREAS, the USA Patriot Girls' Softball Team has brought home the MHSAA Division 4 State Championship for 2015; and

WHEREAS, it is a commendable accomplishment when high school students can find a balance between academics and athletics; and

WHEREAS, the surrounding community takes great pride in this accomplishment; be it players, parents, coaches, teachers or loyal fans; and

WHEREAS, they are to be congratulated on this great accomplishment and for their commitment, dedication, talent, teamwork and sportsmanship required to achieve this honor; and

WHEREAS, it is an extraordinary achievement to achieve the MHSAA Division 4 State Champions.

THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners takes this opportunity to congratulate the USA Patriot Softball Team, for an excellent softball season; and

BE IT FURTHER RSOLVED, that this resolution be spread upon the official records of Tuscola County and that a copy be presented to the 2015 USA Patriot Girls' Softball Team.

Date _____

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Tuscola County Board of Commissioners at a regular meeting held on June 25, 2015.

Date _____

Jodi Fetting
Tuscola County Clerk

mhoagland@tuscolacounty.org

From: Brad Roseberry <broseberry@cabt.org>
Sent: Friday, June 19, 2015 11:53 AM
To: mhoagland@tuscolacounty.org
Subject: Senate Votes Next Week on Bigger Trucks

Dear Michael,

The Senate Appropriations Committee is schedule to mark up the FY 2016 Transportation, Housing and Urban Development (THUD) bill next week. We expect to see amendments offered for longer and heavier trucks.

Of particular concern is an amendment that would mandate every state in the country to allow double 33-foot tractor-trailer trucks, commonly known as Twin 33s. This configuration is 10 feet longer than the current Twin 28s. More troubling, many in the trucking industry who oppose this configuration believe this will replace the most common truck on the road today, 53-foot single-trailer trucks. These Twin 33s are 17 feet longer than 53-foot singles, and this extra length will create greater safety issues, such as longer stopping distance, higher risk of rollover and increased blind spots.

The Senate Appropriations THUD Subcommittee will vote next Tuesday, June 23, and the full Appropriations Committee will vote Thursday, June 25. Once the Committee has passed THUD, it will then move to the Senate floor where all Members of the Senate will be asked to vote on Twin 33s.

We need to stop this in the Senate. Please contact your Senators today and ask that they oppose legislation that would mandate Twin 33s on your state roads. The House has already approved this provision, so the threat is very real.

And we have the USDOT to back this up. On June 5, the long-awaited USDOT Compressive Truck Size and Weight Technical Reports were released. In its letter to Congress, USDOT said, "At this time, the Department believes that the current data limitations are so profound that the results cannot accurately be extrapolated to predict national impacts. As such, the Department believes that no changes in the relevant truck size and weight laws and regulations should be considered until these data limitations are overcome."

Finally, just yesterday Republican Senator Roger Wicker (Miss.) and Democrat Senator Richard Blumenthal (Conn.) co-signed a letter to the Chair and Ranking Member of the Senate THUD Subcommittee asking that the Appropriations Committee not take up the issue of Twin 33s.

CABT supporters are already speaking out. In a number of states, law enforcement and local government officials are joining together to co-sign a letter to their Members on the Appropriations Committee: In Mississippi, 96 members of the Police Chiefs Association signed onto a letter; in Maine, 31 law enforcement and local government officials signed; in Louisiana 35 law enforcement and local government officials signed; in Illinois, 29 members of the Police Chiefs Association signed. This is just a small sampling of the groundswell of efforts to stop Twin 33s.

Please reach out to your Senators today. You can simply dial the U.S. Capitol switchboard at 202-224-3121 and asked to be connected to your Senators. If you have any questions, please feel free to contact me.

As always, thank you in advance for your help.

Brad

Brad Roseberry
Assistant Vice President
Coalition Against Bigger Trucks

Don't forget to follow us on [Facebook](#) and [Twitter](#)

[Click here to unsubscribe.](#)



June 4, 2015

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, June 4, 2015 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 May 21, 2015 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$92,111.77 covered by vouchers #15-24 and #HRA-30; and bills to be paid this afternoon in the amount of \$173,134.34 covered by voucher #15-25 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) Mr. Ken Dunton reported to the Board of noticing damaged bright-sides on sign posts. Superintendent-Manager Jay Tuckey will review the matter.

Motion by Parsell seconded by Zwerk that bid item #34 for Tuscola Township of the 2015 bituminous resurfacing bids be awarded to the low bidder, Pyramid Paving Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board discussed the Road Commission's sign inventory, and an amount of various engineer grade road signs which are considered obsolete. Management presented to the Board various options for eliminating these signs from inventory. After discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak to approve that the Road Commission scrap the various obsolete engineer grade road signs from its inventory at the current scrap value. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk to deny the request from CenturyLink for a variance of the Road Commission's Utility Permit Fee in regards to moving a pedestal in accordance with the Graf Road Culvert Replacement and Wiscoggin Drain Project. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak that the Tuscola County Road Commission cast a ballot for Darrel Spragg of Alpena County and Pete Stropich of Delta County to serve as At-Large Positions on the Board of Directors of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk that the Tuscola County Road Commission cast a ballot for Tim Haagsma of Kent County and Bill Watkins of Hillsdale County to serve as Southern Representative 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 Sheridan to activate the automated phone attendant of the Road Commission's telephone system. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that bid item #23 for Novesta Township of the 2015 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to approve the completion of the probationary period for Road Commission employee Steven Gyomory effective June 3, 2015, all in accordance with the Union Labor Agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board discussed the Road Commission's Brush Spray Program.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:20 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

mhoagland@tuscolacounty.org

From: Walt Schlichting <wsch@tuscolacounty.org>
Sent: Tuesday, June 16, 2015 12:15 PM
To: mhoagland@tuscolacounty.org
Cc: ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Subject: RE: Equalization Director Certification Level Requirements

The article misses a point in the certification level requirements.

Both local units and counties can have their SEV reduced for certification purposes by filing a form by October 31. The value of wind turbines will be deducted from the SEV totals for certification purposes.

The value of wind turbines in one or more units may be removed from the total SEV used to calculate required certification level requirements. To qualify, the local unit(s) must annually submit, no later than October 31 of the year prior, STC Form 4742, as well as documentation indicating the value of wind turbines to be removed from the calculation.

Therefore, Gilford Township should seek a waiver and so should Tuscola County. Tuscola County will then require a level 3 Equalization Director.

The rest of the article is bang on.

Walt Schlichting
Equalization Director
989-672-3833

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

From: mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]
Sent: Tuesday, June 16, 2015 10:43 AM
To: Walt Schlichting (Walt Schlichting)
Cc: ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Subject: Equalization Director Certification Level Requirements

Walt and Commissioners

See the article in the MAC Newsletter below that discusses Equalization Directors.....the conclusion is Tuscola County is required to have a level 4 certification.....we have our waiver currently but it expires in a year or so.....then what?

Mike

From: Michigan Association of Counties [mailto:melot@micounties.org]
Sent: Thursday, June 11, 2015 3:01 PM
To: mhoagland@tuscolacounty.org
Subject: Threat of 'Dark Stores' featured in June 2015 edition of Michigan Counties

DRAFT
Tuscola County Board of Commissioners
Committee of the Whole
Monday, June 22, 2015 – 7:30 A.M.
HH Purdy Building
125 W. Lincoln, Caro, MI

Present: District 1 - Roger Allen, District 2 - Thomas Bardwell, District 5 - Matthew Bierlein

Absent: District 3 - Christine Trisch, District 4 - Craig Kirkpatrick

Also Present: Mike Hoagland, Clerk Jodi Fetting, Tisha Jones, Mike Miller, Eean Lee, Beth Asperger

Finance

Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

1. **Approval of Recycling Grant Agreement** - Matter to be placed on the Consent Agenda.
2. **Tuscola County Community Foundation Agreement** - Ken Micklash has agreed to do the administration of the Unendowed Fund without additional cost. Matter to be placed on the Consent Agenda.
3. **Strategic County Planning** - Mike Hoagland reviewed the Benzie County Government Strategic Plan included in the agenda packet.
4. **Potential Contract for Collection of Prisoner Medical Costs** - Potential Contract was discussed. There is a question regarding the amount of medical costs that are unpaid. Mike Hoagland will contact Undersheriff Skrent for clarification.
5. **County Treasurer's Investment Report** - Mike Hoagland reviewed the Tuscola County Investment Report for the years 2010-2014. Matter to be placed on the Consent Agenda.
6. **Financial Planning Update** - Mike Hoagland provided an update to the financial plan. The Finance Committee has been discussing the possible changes that could be made and is working on a plan to present.

On-Going Finance

1. Discussion of Defined Contribution Plan for New Hires Closed Session May 14, 2015 - Clayette Zechmeister and the county attorney have been meeting with the unions to discuss implementation.
2. Update Regarding Road Commission Tree Removal Grant
3. County Solid Waste Management Plan - Waiting on EDC to finalize update.
4. Review of Bank Accounts without County Treasurer Signature
5. Road Commission Legacy Cost - Update provided.
6. Tuscola County Broadband Certification - Eean Lee wants to become a Connect Community to be able to provide community services.

Personnel

Committee Leader-Commissioner Trisch (Commissioner Bierlein)

Primary Personnel

1. **Sheriff Request to Refill Vacant Road Patrol Position** - Mike Hoagland explained the need for the position from the Road Patrol budget. Matter to be placed on the Consent Agenda.
2. **New Hire DC Plan Negotiations Update** - See above.

On-Going Personnel - None

Building and Grounds

Committee Leader-Commissioner Allen

Primary Building and Grounds

1. **Vanderbilt Park Information to be Presented on 6/25/15 Board Meeting** - - Commissioner Allen attended the Saginaw Bay Coastal Initiative meeting and there is a program that is being offered to spray for the phragmites to eliminate them. There is a 10-year commitment required by the Michigan DNR to maintain the spraying of the phragmites which has not been received well. Commissioner Allen would like to contact Senator Green for assistance. Commissioner Allen requested that a letter or resolution be sent to Senator Green to ask his assistance in securing the DNR to commit to the agreement.

-Kim Vaughan made a few recommendations to help the park become more successful: cut down the dying ash trees, install water to the park and fix the road. The Board discussed improvements that could be made. Kim Vaughan is planning to attend Thursday's Board meeting.

On-Going Building and Grounds -

-Mike Miller met with Jerry Blier regarding sewing the awning. He said he could sew it but we would have to remove it and deliver it to him. He could not give an estimate without seeing it.

Other Business as Necessary

-Commissioner Bardwell received a notification letter from Robert Beck stating that the FAA will be doing an environmental study in Tuscola County regarding flight paths from Detroit Metro airport.

-Commissioner Bardwell received a letter regarding 911 surcharge accounting.

-Region VII Area on Aging sent their multi-year plan. If the Board would like to have someone come to a meeting they could schedule that.

-Commissioner Bierlein expressed his concern to have all County contracts approved by the Board. He also expressed the importance of public funds being administered by the Treasurer. Mike Hoagland can send a reminder email. Matter to be placed on the Consent Agenda.

-At the MAC District meeting, the EDC millage was discussed as well as the amount that Tuscola County funds versus what Lapeer County funds to their EDC.

-FOIA bill in reference to the Prosecutor's Office was discussed and the recommendation from the County Attorney. Mike Hoagland will follow up with the attorney for a written recommendation.

-Matt discussed the Huron County Resolution that was presented to the Board at the last meeting. No action to be taken.

Public Comment Period - None

Meeting adjourned at 9:03 a.m.

Jodi Fetting
Tuscola County Clerk

mhoagland@tuscolacounty.org

From: Jodi Fetting <jfetting@tuscolacounty.org>
Sent: Tuesday, June 23, 2015 11:52 AM
To: Mike Hoagland
Subject: Fwd: Resources for Going Green and Renewable Energy

Mike,

Attached is information I received regarding solar power and wanted to pass along to you. The commissioner's may be interested also?

Thanks,
Jodi

----- Forwarded message -----

From: Sheila Abol <sheila17.expertise@gmail.com>
Date: Tue, Jun 23, 2015 at 11:48 AM
Subject: Re: Resources for Going Green and Renewable Energy
To: Jodi Fetting <jfetting@tuscolacounty.org>

Hi Jodi,

Thanks for the response. Before we set up a phone call, I reached out to you because we just released our first series of resources for experts and consumers. We are very excited as it has already picked up some attention and interest from other organizations and businesses.

An increasing numbers of U.S. homeowners are relying on the sun to meet much of their energy needs while also sending excess power back into the "grid". In fact, according to the Solar Energy Industries Association, residential electricity produced by solar in the first quarter of 2015 was almost 10 times higher than that generated in 2010. But even with these impressive statistics, there are still many misconceptions that are preventing many homeowners from adopting solar energy. For this reason, Expertise.com has developed a guide that hopes to help homeowners assess the pros and cons of solar power. You can see the entire guide here:

- <http://www.expertise.com/home-and-garden/home-solar-panels-pros-cons-and-hidden-costs>

Many publications and businesses use our guide as a trusted resource for their users and consumers. Here are a few examples:

- CleanTech Alliance, <http://www.cleantechalliancewa.org/news/news.asp?id=231898>
- City of Scottsdale, Arizona Green Building Program, <http://www.scottsdaleaz.gov/greenbuilding.asp#Resources>, listed as "How to Hire Home Remodelers"

I hope you find our resource useful and would consider including it as a reference for those who would find it valuable. Please let me know what you think. I look forward to hearing from you soon.

Thank you.

Sheila Abol
sheila17.expertise@gmail.com

mhoagland@tuscolacounty.org

From: Steve Anderson <tcemanderson@tuscolacounty.org>
Sent: Tuesday, June 23, 2015 4:08 PM
To: Thomas Bardwell; Roger Allen; Craig Kirkpatrick; Christine Trisch; Matt Bierlein; Mike Hoagland
Subject: Storm Report

Good Afternoon,

Just a short informational report on the storm that passed through Tuscola County during the late evening hours of June 22nd.

As you probably may know, Arbela Twp and Millington Twp both were impacted by this storm which was confirmed to be a tornado by the National Weather Service late this morning. The storm traveled from west to east entering the county near Reese Rd and Barnes Rd. with damages stopping in the area of M-15 between Birch Run Rd and Arbela Rd.

There was significant property damage (do not have a dollar figure yet) but fortunately there were no fatalities or even injuries. Myself and Lt. Roach from the Michigan State Police Emergency Management and Homeland Security Division surveyed the damage this morning once it was daylight and found that the damage was more severe than originally thought.

The American Red Cross is assisting in doing damage assessment and providing tarps and bottled water to those families who need the assistance. They also provided hotel accommodations for two families after the storm passed on June 22nd.

DTE and their sub-contractors are still in the area attempting to restore power at this time.

If you have any questions or concerns, please let me know..

steve

--

Deputy Steven Anderson
Emergency Services Coordinator
420 Court St. Suite #1
Caro, MI 48723
Office # 989-673-5181
Cell # 989-550-5181
Fax # 989-673-5182

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