

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
THURSDAY, MAY 25, 2017 – 8:00 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

- 8:00 A.M. Call to Order – Chairperson Bardwell  
Prayer – Pastor Darwin Highlen, Holiness Missionary Church, Vassar  
Pledge of Allegiance – Commissioner Bierlein  
Roll Call – Clerk Fetting  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period for Agenda Items Only  
Consent Agenda Resolution (None)  
New Business  
    -MSUe Participation Fee Policy and Value Added Agriculture  
    -MCF Millage Transfer Request (See Correspondence #2)  
    -Request to Use Courthouse Lawn (See Correspondence #3)  
    -Contract for Mental Health Services for Jail (See Correspondence #4)  
    -Resurfacing Health Department Parking Lot (See Correspondence #5)  
    -On-Call Pay IT Specialist (See Correspondence #6)  
    -Caro Regional Center Update  
Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

VAUGHAN

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Mid-Michigan Mosquito Control Advisory Committee  
Parks and Recreation Commission  
Tuscola County Fair Board Liaison

YOUNG

Dispatch Authority Board  
County Road Commission Liaison  
Board of Public Works  
Senior Services Advisory Council  
Saginaw Bay Coastal Initiative  
Local Unit of Government Activity Report  
MAC Agricultural/Tourism Committee  
Strategic EDC Planning Committee  
Jail Planning Committee  
Genesee Shiawassee Thumb Works  
Region VI Economic Development Planning  
Tuscola 2020

BARDWELL

Economic Development Corp/Brownfield Redevelopment  
Caro DDA/TIFA  
MAC Finance  
MAC 7<sup>th</sup> District  
Local Unit of Government Activity Report  
TRIAD  
Behavioral Health Systems Board  
MAC Workers Comp Board

KIRKPATRICK

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
MI Renewable Energy Coalition  
MEMS All Hazards  
MAC Environmental Regulatory – Vice Chair  
Cass River Greenways Pathway  
Local Unit of Government Activity Report  
NACO- Energy, Environment & Land Use  
Jail Planning Committee  
Saginaw Bay Coastal Initiative  
Tuscola In-Sync  
Region VI Tourism Discussions

BIERLEIN

Genesee Shiawassee Thumb Works  
Human Development Commission (HDC)  
Recycling Advisory Committee  
Local Emergency Planning Committee (LEPC)  
Great Start Collaborative Council  
Local Unit of Government Activity Report  
MAC Board of Directors

Human Services Collaborative Council  
MAC Judiciary Committee  
Tuscola County College Access Network  
MAC Agricultural/Tourism Committee

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 May 16, 2017 Full Board Minutes
- #2 MCF Millage Transfer Request
- #3 Request to Use Courthouse Lawn
- #4 Contract for Mental Health Services for Jail
- #5 Health Department Parking Lot Resurfacing Estimates
- #6 IT Specialist On-Call Pay Request
- #7 May 19, 2017 Health Department Report
- #8 May 4, 2017 Road Commission Minutes
- #9 Indianfields Township Thank You Letter
- #10 State of Michigan Liquor Tax & Cigarette Tax Distribution
- #11 Ingham County Cyberattack Article
- #12 State Revenue Estimates Drop Article

*Draft*  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
May 16, 2017 Minutes  
H. H. Purdy Building

Commissioner Matthew Bierlein 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 16th day of May 2017, to order at 9:04 o'clock a.m. local time.

Prayer – Pastor Jon Terry of Living Waters Chapel, Caro

Pledge of Allegiance – Commissioner Kirkpatrick

Roll Call – Clerk Fetting

Commissioners Present: District 1 - Thomas Young (excused at 10:30 a.m.), District 2 – Thomas Bardwell, District 3 - Kim Vaughan, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein (excused at 10:22 a.m.)

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Register John Bishop, Tisha Jones, Pastor Jon Terry, Sheriff Glen Skrent, Brian Neuville

*Adoption of Agenda*

17-M-089

Motion by Bierlein, seconded by Young to adopt the agenda. Motion Carried.

*Action on Previous Meeting Minutes -*

17-M-090

Motion by Bierlein, seconded by Kirkpatrick to adopt the meeting minutes from the May 11, 2017 meeting. Motion Carried.

*Brief Public Comment Period for Agenda Items Only - None*

*Consent Agenda Resolution - None*

*New Business -*

-Potential Senior Citizen Replacement Millage - Mike Hoagland provided information regarding the Senior Citizen Millage Proposal. The proposal would increase services for senior citizen programs provided by Human Development Commission. Brian Neuville provided the Board information regarding the needs in Tuscola County. Matter discussed at length by the Board.

17-M-091

Motion by Bierlein, seconded by Young that the following Senior Citizen millage language be submitted for inclusion on the August 2017 ballot. The request is to increase the Senior Citizen millage from the current .2 mill to .32 mill to meet the increased demand for home delivered meals and other key senior citizen programs.

**Proposal to Replace Senior Citizen Programs Millage**

Shall Tuscola County replace the current Senior Citizen Programs millage levy of 0.2 mills due to expire in 2017, with a new levy of 0.32 mills (\$.32 per \$1,000 of taxable value) upon the taxable value of property in Tuscola County, for a period of 8 years, 2017 through 2024, inclusive, for operation of Senior Citizen programs within Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$556,000 in the first year that it is levied. All revenue will be disbursed to Tuscola County and shall be exclusively used for Senior Citizen activities within Tuscola County.

Roll Call Vote: Young - yes; Vaughan - yes; Kirkpatrick - yes; Bierlein - yes; Bardwell - yes. Motion Carried.

-Potential Road Patrol Replacement Millage - Mike Hoagland provided information regarding the Sheriff Road Patrol Millage proposal. Sheriff Skrent explained the need in Tuscola County as there are times when only 1 police vehicle is on the road to serve over 800 square miles.

17-M-092

Motion by Kirkpatrick, seconded by Young that the following Sheriff Road Patrol millage language be submitted for inclusion on the August 2017 ballot. The request is to increase the Sheriff Road Patrol millage from the current .9 mill to 1.33 mills to strengthen public safety and security provided by the Sheriff Road Patrol which is the only 7 day per week 24 hour per day police service in the county.

**Proposal to Replace Sheriff Road Patrol Millage**

Shall Tuscola County replace the current Sheriff Road Patrol millage levy of 0.9 mills due to expire in 2017, with a new levy of 1.33 mills (\$1.33 per \$1,000 of taxable value) upon the taxable value of property in Tuscola County, for a period of 8 years, 2017 through 2024, inclusive, for operation of the Tuscola County Sheriff's Road Patrol within Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$2,311,000 in the first year that it is levied. All revenue will be disbursed to Tuscola County and shall be exclusively used for Sheriff's Road Patrol activities within Tuscola County.

Roll Call Vote: Vaughan - yes; Kirkpatrick - yes; Bierlein - yes; Young - yes; Bardwell - yes. Motion Carried.

*Old Business -*

-MAC 7th District Meeting - Meeting will be held on June 19, 2017 at the Garfield

Inn tentatively beginning at 9:00 a.m. If there are any topic matters that you would like discussed, please forward them to Commissioner Bardwell.

-Ellington Township Lawsuit - Commissioner Bardwell provided an update to the Board regarding the outcome of the lawsuit.

Commissioner Bierlein excused at 10:22 a.m.

*Correspondence/Resolutions -*

-Caro Center - Representative Canfield has distributed a press release. Mike Hoagland and Ryan Piche are working together on this project. Mike Hoagland will be hosting a press conference this week with media outlets invited. Date, time and location to be set.

-Enbridge meeting table top will be on May 19, 2017 at 8:30 a.m.

-MAC Regional Summits have been scheduled for various dates and locations.

Commissioner Young excused at 10:30 a.m.

## **COMMISSIONER LIAISON COMMITTEE REPORTS**

### KIRKPATRICK

Board of Health

Community Corrections Advisory Board

Dept. of Human Services/Medical Care Facility Liaison

MI Renewable Energy Coalition

MEMS All Hazards - Enbridge Tabletop exercise scheduled.

MAC Environmental Regulatory – Vice Chair

Cass River Greenways Pathway

Local Unit of Government Activity Report

NACO- Energy, Environment & Land Use

Jail Planning Committee

Saginaw Bay Coastal Initiative

Tuscola In-Sync

Region VI Tourism Discussions

### BIERLEIN - absent

Genesee Shiawassee Thumb Works

Human Development Commission (HDC)

Recycling Advisory Committee

Local Emergency Planning Committee (LEPC)  
Great Start Collaborative Council  
Local Unit of Government Activity Report  
MAC Board of Directors  
Human Services Collaborative Council  
MAC Judiciary Committee  
Tuscola County College Access Network  
MAC Agricultural/Tourism Committee

VAUGHAN

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Mid-Michigan Mosquito Control Advisory Committee  
Parks and Recreation Commission - Update provided on Vanderbilt Park.  
Tuscola County Fair Board Liaison

YOUNG

Dispatch Authority Board  
County Road Commission Liaison  
Board of Public Works  
Senior Services Advisory Council  
Saginaw Bay Coastal Initiative  
Local Unit of Government Activity Report  
MAC Agricultural/Tourism Committee  
Strategic EDC Planning Committee  
Jail Planning Committee  
Genesee Shiawassee Thumb Works  
Region VI Economic Development Planning  
Tuscola 2020

BARDWELL

Economic Development Corp/Brownfield Redevelopment - Update provided.  
Caro DDA/TIFA  
MAC Finance  
MAC 7<sup>th</sup> District - Meeting date set.



Local Unit of Government Activity Report  
TRIAD  
Behavioral Health Systems Board - Update provided.  
MAC Workers Comp Board

*Other Business as Necessary* - None

*Extended Public Comment* - None

Meeting adjourned at 10:41 a.m.

Jodi Fetting  
Tuscola County Clerk

[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**From:** Maggie Root <mroot@tcmcf.org>  
**Sent:** Wednesday, May 17, 2017 9:37 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Funds Transfer Request  
**Attachments:** 2017\_05\_17\_09\_31\_58.pdf

Hi Mike. Could you please include the attached transfer request on the next available Commissioners' meeting agenda?

Please and thank you,

Maggie Root, CHC  
Chief Financial Officer  
Tuscola County Medical Care Community  
1285 Cleaver Road  
Caro, MI 48723  
Phone: 989.672.0555  
Fax: 989.673.4210  
Email: [mroot@tcmcf.org](mailto:mroot@tcmcf.org)

***In a time of drastic change, it is the learners who inherit the future. - Eric Hoffer***

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PLEASE BE ADVISED THAT IN ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), INFORMATION IN THIS E-MAIL MAY CONTAIN PROTECTED HEALTH INFORMATION AND IS INTENDED SOLELY FOR THE USE OF THE INTENDED RECIPIENT.

If you are not the intended recipient, please notify the sender immediately via return e-mail, or call our Information Systems Security Officer at (989) 673-4117, and delete the e-mail from your mailboxes. Unauthorized use, disclosure, dissemination, distribution or copying of this e-mail or attachments, in whole or in part, is unlawful.

#### MISSION STATEMENT

The purpose of Tuscola County Medical Care Facility is to facilitate a care-partnership with residents and families that enhances the quality of life for all we serve. Further, to maintain a level of excellence among our staff, exercise financial responsibility and adapt to the everchanging needs of life's continuum.

#### VISION STATEMENT

Tuscola County Medical Care Facility will be the model for extended care services in the State.

# Tuscola County Medical Care Community

Your Care Partner in Skilled Nursing and Rehabilitation Therapy

1285 CLEAVER ROAD ♦ CARO, MICHIGAN 48723  
PHONE (989) 673-4117 ♦ FAX (989) 673-6665

## Executive Management

Margot Roedel, RN, NHA – Chief Executive Officer  
Brenda Kretzschmer, RN – Chief Nursing Officer  
Maggie Root, CHC – Chief Financial Officer  
Arshad Aqil, M.D. – Certified Medical Director



Tuscola County Department of Human Services  
County Medical Care Facility Board of Directors  
Douglas Hall - Chairman  
Kelly Whittaker – Co-Chair  
Michael Bearden – Member

May 17, 2017

Mr. Mike Hoagland, Controller  
Tuscola County Board of Commissioners  
125 W. Lincoln Street  
Caro, MI 48723

RE: Funds Transfer Request

Dear Mr. Hoagland:

This letter is to request a transfer of funds for the following expenditures:

- From:** Millage Fund #298-000-001-000, \$9778.00  
**To:** General Fund Account #291  
**For:** Trivalent Group, Inv# PR22315  
Replace / Upgrade Watchguard Firewall / Firebox
- From:** Millage Fund #298-000-001-000, \$10,788.94  
**To:** General Fund Account #291  
**For:** Trivalent Group, Inv# PR22967, PR22895, PR22939  
Server Replacement – Alderman Place
- From:** Millage Fund #298-000-001-000, \$9,280.00  
**To:** General Fund Account #291  
**For:** Stafford-Smith, Inc. Inv# 5010125  
Convection Oven Replacement – Alderman Place
- From:** Millage Fund #298-000-001-000, \$10,000.00  
**To:** General Fund Account #291  
**For:** Tri-County Equipment, Inc. Inv/PO # 04757474  
2014 Frontier Rear Discharge Flex-Wing Field Mower

The total amount of this request is \$39,846.94. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Margot D. Roedel". The signature is written in a cursive style with a large, prominent "M" and "R".

Margot D. Roedel, RN, NHA  
Chief Executive Officer

Cc: Pat Donovan, Tuscola County Treasurer

Trivalent Group Inc.  
 3145 Prairie St SW  
 Grandville, MI 49418  
 P: (616) 222-9200  
 F: (616) 222-9300



**Invoice**

**Invoice Number:**  
PR22315  
**Invoice Date:**  
01/20/2017  
**Quote Number:**  
TGIQ59265-01

**Sold To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117

**Ship To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117

**Page:**  
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Trivalent Group		Tuscolacountyme		Tuscola County Medical Care Facility		
Invoice Number	Description	PO No	Date	Amount	Discount	Net Amount
TUSCOLACOUNTYME	Inv# PR22315 Watchguard Firebox	21886	01/30/17	\$9,778.00		\$9,778.00

<b>Check Date:</b>	02/03/17	<b>Check Number:</b>	62872	<b>Amount:</b>	\$9,778.00
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Payments \$ .00  
**TOTAL \$9,778.00**



*Depreciate 36 months*

76701  
**POSTED**  
 1/30/17  
*[Signature]*

**Master #: 62438**

Trivalent Group Inc.  
 3145 Prairie St SW  
 Grandville, MI 49418  
 P: (616) 222-9200  
 F: (616) 222-9300



# Invoice

**Invoice Number:**  
PR22315  
**Invoice Date:**  
01/20/2017  
**Quote Number:**  
TGIQ59265-01

**Sold To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Ship To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Page:**  
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Customer ID		Customer PO	Sales Order	Payment Terms
TUSCOLACOUNTYME		21886	PR22315	NET 15 DAYS
Sales Rep Name	Inside Rep Name	Shipping Method		Ship Date
RSTOUT	BECKY	GROUND		01/20/2017

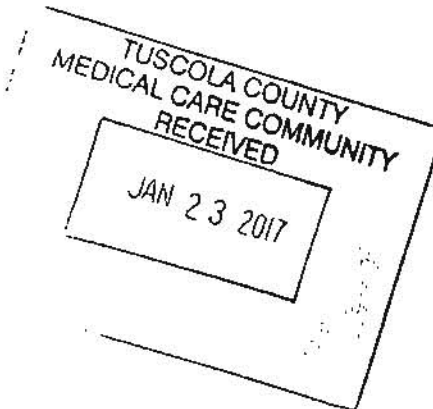
Qty	Item	Description	BO Qty	Unit Price	Ext	Serial No
1	WGM40673	WatchGuard Firebox M400 - Security appliance - with 3 years Security Suite - 8 ports -Trade Up Prog	0	\$7,689.00	\$7,689.00	80DA0457E3982
1	WGM40073	WatchGuard Firebox M400 Network Security/Firewall Appliance - 6 Port Gigabit Ethernet - USB - 6 x RJ	0	\$2,089.00	\$2,089.00	80DA0451D5970

Notes:

RECEIVED JAN 23 2017

Subtotal	\$9,778.00
Sales Tax	\$0.00
Shipping and Handling	\$0.00
Total Invoice Amount	\$9,778.00
Payments	\$0.00
<b>TOTAL</b>	<b>\$9,778.00</b>

Master #: 62438



Depreciate 36 months

76701  
 POSTED  
 1/30/17

Trivalent Group

Tuscolacountyme

Tuscola County Medical Care Facility

Invoice Number	Description	PO No	Date	Amount	Discount	Net Amount
TUSCOLACOUNTYME	Inv# PR22967 Server	22458	04/18/17	\$2,500.00		\$2,500.00
TUSCOLACOUNTYME	Inv# PR22895 Server	22458	04/18/17	\$5,478.94		\$5,478.94
TUSCOLACOUNTYME	Inv# PR22939 HP Foundation Care 5	22458	04/18/17	\$2,810.00		\$2,810.00

Check Date:	04/21/17	Check Number:	53493	Amount:	\$10,788.94
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Trivalent Group Inc.  
 3145 Prairie St SW  
 Grandville, MI 49418  
 P: (616) 222-9200  
 F: (616) 222-9300



**Invoice**

**Invoice Number:**  
PR22967  
**Invoice Date:**  
04/06/2017  
**Quote Number:**  
TGIQ59262

**Sold To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Ship To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Page:**  
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Customer ID		Customer PO	Sales Order	Payment Terms
TUSCOLACOUNTYME			PR22967	NET 15 DAYS
Sales Rep Name	Inside Rep Name	Shipping Method		Ship Date
ADARLAND	BABS	GROUND		04/06/2017

Qty	Item	Description	BO Qty	Unit Price	Ext	Serial No
1	867450-S01	HP ProLiant DL380-G9 2U, Xeon E5-2640 v4 (10 Core) 2.4GHz, 16GB DDR4 SDRAM	0	\$2,500.00	\$2,500.00	MXQ71207X0

Notes:

Subtotal \$2,500.00  
 Sales Tax \$0.00  
 Shipping and Handling \$0.00  
 Total Invoice Amount \$2,500.00  
 Payments \$0.00  
**TOTAL \$2,500.00**

RECEIVED APR 11 2017

TUSCOLA COUNTY  
 MEDICAL CARE COMMUNITY  
 RECEIVED  
 APR - 8 2017

76701  
 POSTED  
 APR 11 2017

Master #: 63657

Trivalent Group Inc.  
 3145 Prairie St SW  
 Grandville, MI 49418  
 P: (616) 222-9200  
 F: (616) 222-9300



# Invoice

**Invoice Number:**  
PR22895  
**Invoice Date:**  
03/31/2017  
**Quote Number:**  
TGIQ59262

**Sold To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Ship To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

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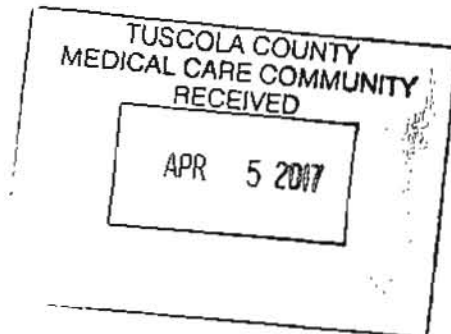
Customer ID		Customer PO	Sales Order	Payment Terms
TUSCOLACOUNTYME			PR22895	NET 15 DAYS
Sales Rep Name	Inside Rep Name	Shipping Method		Ship Date
ADARLAND	BABS	GROUND		03/31/2017

Qty	Item	Description	BO Qty	Unit Price	Ext	Serial No
1	817937-B21	HP Intel Xeon E5-2640 v4 Deca-core (10 Core) 2.40 GHz Processor Upgrade - Socket R3 (LGA2011-3)	0	B \$1,103.00	\$1,103.00	/
3	836220-B21-AMK	AddOn HP 836220-B21 Compatible Factory Original 16GB DDR4-2400MHz Registered ECC Dual Rank x4 1.2V	0	C \$221.00	\$663.00	/
5	781518-B21	HP 1.20 TB 2.5" Internal Hard Drive - SAS - 10000rpm	0	D \$568.00	\$2,840.00	/
1	811546-B21	HP Ethernet 1Gb 4-port 366T Adapter - PCI Express 2.1 x4 - 4 Port(s) - 4 - Twisted Pair	0	E \$347.00	\$347.00	/
1	512485-B21	HP ILO ADV 1-SVR INCL 1YR TS&U SW	0	F \$289.00	\$289.00	/
1	720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	0	G \$224.00	\$224.00	/

6C3707H2ZR D ✓  
 6C3707H30H E ✓  
 6C3707H2ZU F ✓  
 6C3707H30I G ✓  
 6C3707H2ZB H ✓

Notes:

Master #: 63657



Subtotal \$5,466.00  
 Sales Tax \$0.00  
 Shipping and Handling \$12.94

TAG B-G 76701

76701  
**POSTED**  
 4/18/17

RECEIVED APR 08 2017

*[Signature]*



Trivalent Group Inc.  
 3145 Prairie St SW  
 Grandville, MI 49418  
 P: (616) 222-9200  
 F: (616) 222-9300



# Invoice

**Invoice Number:** PR22895  
**Invoice Date:** 03/31/2017  
**Quote Number:** TGIQ59262

**Sold To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Ship To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Page:**  
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Customer ID		Customer PO	Sales Order	Payment Terms
TUSCOLACOUNTYME			PR22895	NET 15 DAYS
Sales Rep Name	Inside Rep Name	Shipping Method		Ship Date
ADARLAND	BABS	GROUND		03/31/2017

Qty	Item	Description	BO Qty	Unit Price	Ext	Serial No
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Total Invoice Amount      \$5,478.94  
 Payments                      \$0.00  
**TOTAL                      \$5,478.94**

Master #: 63657

RECEIVED APR 06 2017

Trivalent Group Inc.  
 3145 Prairie St SW  
 Grandville, MI 49418  
 P: (616) 222-9200  
 F: (616) 222-9300



**Invoice**

**Invoice Number:** PR22939  
**Invoice Date:** 03/31/2017  
**Quote Number:** TGIQ59262

**Sold To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

**Ship To:**  
 Tuscola County Medical Care Facility  
 1285 Cleaver Road  
 Caro, MI 48723  
 P: (989) 673-4117  
 F: (989) 673-6665

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Customer ID		Customer PO	Sales Order	Payment Terms
TUSCOLACOUNTYME			PR22939	NET 15 DAYS
Sales Rep Name	Inside Rep Name	Shipping Method		Ship Date
ADARLAND	BABS	GROUND		03/31/2017

Qty	Item	Description	BO Qty	Unit Price	Ext	Serial No
1	U7AJ1E	HP Foundation Care - 5 Year Extended Service - Service - 24 x 7 x 4 Hour - On-site - Maintenance	0	\$2,810.00	\$2,810.00	

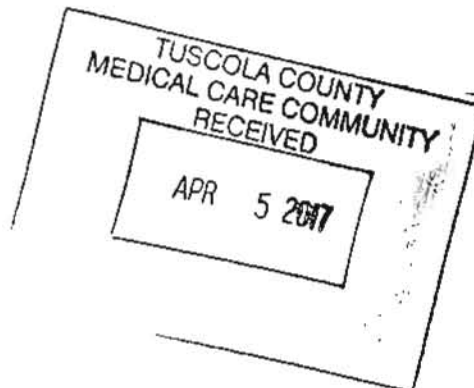
Notes:

Subtotal \$2,810.00  
 Sales Tax \$0.00  
 Shipping and Handling \$0.00  
 Total Invoice Amount \$2,810.00  
 Payments \$0.00  
**TOTAL \$2,810.00**

RECEIVED APR 06 2017

TAG ASL

Master #: 63657



76701  
**POSTED**  
 4/18/17  
*[Signature]*



# STAFFORD-SMITH, Inc.

3414 South Burdick St. Remit to: Stafford-Smith, Inc.  
 Kalamazoo, MI 49001 Dept. 771493  
 (800) 968-2442 PO Box 77000  
 Tax ID#: 38-1059585 Detroit, MI 48277-1493

# INVOICE

Invoice #:	5010125
Date:	01/23/17
Payment Terms:	UPON RECEIPT
Customer Number:	107730
Order Number:	17-9002-TJ
PO Number:	21746

Bill to: TUSCOLA COUNTY MEDICAL CARE  
 1285 CLEAVER ROAD  
 CARO MI 48723

Location: TUSCOLA COUNTY MEDICAL CARE FACILITY - C  
 1285 CLEAVER RD  
 CARO, MI 48723

Stafford-Smith, Inc.

TUS130

Tuscola County Medical Care Facility

Invoice Number	Description	PO No	Date	Amount	Discount	Net Amount
TUS130	Inv# 5010125 Convection Oven	21746	02/06/17	\$9,280.00		\$9,280.00

Check Date:	02/10/17	Check Number:	52927	Amount:	\$9,280.00
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*Depreciate 120 mo.*  
*T-11200*  
*2/6/17*

Thank you for your business!  
 If you have any invoice questions:  
 Please call (800) 968-2442;  
 Contact Sue Grusell @Ext. 1003  
 Email: [sgrusell@staffordsmith.com](mailto:sgrusell@staffordsmith.com)

Subtotal : 9,280.00  
 Plus Sales Tax : 0.00

**Total Due This Invoice : 9,280.00**



# STAFFORD-SMITH, Inc.

3414 South Burdick St. Remit to: Stafford-Smith, Inc.  
 Kalamazoo, MI 49001 Dept. 771493  
 (800) 968-2442 PO Box 77000  
 Tax ID#: 38-1059585 Detroit, MI 48277-1493

# INVOICE

Invoice #:	5010125
Date:	01/23/17
Payment Terms:	UPON RECEIPT
Customer Number:	107730
Order Number:	17-9002-TJ
PO Number:	21746

Bill to : TUSCOLA COUNTY MEDICAL CARE  
 1285 CLEAVER ROAD  
 CARO MI 48723

Location: TUSCOLA COUNTY MEDICAL CARE FACILITY - C  
 1285 CLEAVER RD  
 CARO, MI 48723

# 21746

ILLED BY TLA

SI Sales Order Item	Quantity	Unit Price	U/M	Total
Item # 1 - Convection Oven Model #: GS/25SC Serial #: 17A56280	1.00	9,280.00	EA	9,280.00
<p>RECEIVED JAN 25 2017</p> <p>TUSCOLA COUNTY MEDICAL CARE COMMUNITY RECEIVED JAN 26 2017</p> <p>Depreciate 120 mo. T-11200</p> <p>76700 2/6/17 [Signature]</p>				
<p>Thank you for your business!          If you have any invoice questions:          Please call (800) 968-2442;          Contact Sue Grusell! @Ext. 1003          Email: sgrusell@staffordsmith.com</p>				<p>Subtotal: 9,280.00          Plus Sales Tax: 0.00  <b>Total Due This Invoice: 9,280.00</b></p>



JOHN DEERE

Purchase Order for John Deere Equipment (U.S. Only)

PO# 04757474 PO Revision# Original

<b>PURCHASER'S NAME - First Signer</b> (First, Middle Initial, Last) TUSCOLA COUNTY MEDICAL CARE (SECOND LINE OF OWNER NAME)			DATE OF ORDER Apr 26, 2017	COMPANY UNIT 03	DEALER ACCOUNT NO. 033427
STREET OR RR 1285 CLEAVER RD			DEALER ORDER NO. 03671118	SOC. SEC.	IRS NO.
TOWN CARO	STATE MI	ZIP CODE 48723	TRANSACTION TYPE Cash Sale	PURCHASER SALES TAX EXEMPT	
COUNTY Tuscola	PURCHASER ACCT.	PHONE NO.	SELLER'S NAME & ADDRESS Tri County Equipment, Inc. 418 Blebel Road Caro, MI 48723 888-673-8400		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The sales shown herein is subject to Dealer's receipt of the Equipment		
<b>PURCHASER'S NAME - Second Signer</b>			STREET OR RR		
TOWN	STATE	ZIP CODE			

Tri-County Equipment Inc. TCMCF Tuscola County Medical Care Facility

Invoice Number	Description	PO No	Date	Amount	Discount	Net Amount
PO 04757474	Frontier Field Mower T11203	DHS BOARD	05/10/17	\$10,000.00		\$10,000.00

Check Date:	05/12/17	Check Number:	53670	Amount:	\$10,000.00
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PO # 04757474

12. RENTAL APPLIED	\$ 0 00
13. CASH DISCOUNT	\$ 0 00
14. BALANCE DUE	\$ 10,000 00

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 14) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature \_\_\_\_\_ Accepted By \_\_\_\_\_  
Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ Salesperson PUVALOSKI, VINCENT

Delivered On: <input type="text"/>	Delivery Acknowledgement	
Warranty Begins: <input type="text"/>	Signature _____	Date _____



Purchase Order for  
John Deere Equipment (U.S. Only)

PO# 04757474  
PO Revision# Original

<b>PURCHASER'S NAME - First Signer</b> (First, Middle Initial, Last) TUSCOLA COUNTY MEDICAL CARE (SECOND LINE OF OWNER NAME)			DATE OF ORDER Apr 28, 2017	COMPANY UNIT 03	DEALER ACCOUNT NO. 033427
STREET OR RR 1286 CLEAVER RD			DEALER ORDER NO. 03671118		
TOWN CARO			STATE MI	ZIP CODE 48723	TRANSACTION TYPE Cash Sale
COUNTY Tuscola	PURCHASER ACCT.	PHONE NO.	PURCHASER SALES TAX EXEMPT		
E-MAIL ADDRESS			SELLER'S NAME & ADDRESS Tri County Equipment, Inc. 418 Biebel Road Caro, MI 48723 989-673-6400		
<b>PURCHASER'S NAME - Second Signer</b>			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
STREET OR RR			TOWN		
TOWN			STATE	ZIP CODE	
Use County TUSCOLA	Use State/Province MI				

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at [jdlinksupport@johndeere.com](mailto:jdlinksupport@johndeere.com).

QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1			X	2014 Frontier FM3012 Rear Discharge Flex-Wing Grooming Mower with Light Bar Stock # 81597		1XFFM30XTD0000113	\$ 10,000 00	
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE	\$ 10,000 00
QTY	DESCRIPTION OF TRADE-IN			Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT		
PURCHASER TYPE 1 Commercial							TOTAL TRADE-IN ALLOWANCE	\$ 0 00
MARKET USE 95 Institutions (schools/churches/h							1. TOTAL CASH-PRICE	\$ 10,000 00
<b>COMMENTS:</b>							2. TOTAL TRADE-IN ALLOWANCE	\$ 0 00
							3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
							4. BALANCE	\$ 10,000 00
							5. John Deere Coupon	\$ 0 00
							9. EST. SERVICE AGREEMENT TAXES	\$ 0 00
							10. SUB-TOTAL	\$ 10,000 00
							11. CASH WITH ORDER	\$ 0 00
							12. RENTAL APPLIED	\$ 0 00
							13. CASH DISCOUNT	\$ 0 00
							14. BALANCE DUE	\$ 10,000 00

**POSTED**  
5/10/17

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

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**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS:** I (We) promise to pay the Balance Due (line 14) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature \_\_\_\_\_ Accepted By \_\_\_\_\_  
Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ Salesperson PUVALOSKI, VINCENT

<b>Delivery Acknowledgement</b>	
Delivered On: <input type="text"/>	Signature _____
Warranty Begins: <input type="text"/>	Date _____

**mhoagland@tuscolacounty.org**

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**From:** dwk@centurytel.net  
**Sent:** Tuesday, May 16, 2017 9:27 AM  
**To:** mhoagland  
**Subject:** Request permission to use Tuscola County Courthouse steps

Commissioner Hoagland, I would like to request permission to use front entrance steps to hold a rosary rally on October 14, 2017 starting at 11:00 am and to conclude at approximately 2:00 pm after cleanup of area (if any) This request is to hold the same type of rosary rally for world peace as we have held there the past two years. The request is by the Knights of Columbus of Caro. If any questions I can be reached at my cell # 989-673-3337. Chairperson David Kolacz.

Thank You

Dave Kolacz  
Chairman





# TUSCOLA

## *Behavioral Health Systems*

May 11, 2017

Sheriff Glen Skrent  
Tuscola County Sheriff Dept.  
420 Court St.  
Caro, MI. 48723

**RE: CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES**

Please find enclosed original Inpatient Mental Health Services for Jail Inmates Pass Through Agreement for fiscal year 2016-2017, as well as, the Business Associate Agreement. There are two (2) signature pages included for each agreement.

The enclosed Agreement is the Agreement for the inpatient pass through funds we have had with the county for previous years. Please review the Agreement and if it is acceptable, sign, date and return both signature pages only to my attention. A fully executed Agreement will be returned for your file.

Please note the Business Associate Agreement is an ongoing agreement, however, it may be canceled by either party upon a written notification to the other party. Please sign both signature pages for this agreement and return them to my attention.

If you have any questions or need additional information, please feel free to contact me at (989) 672-3011.

Sincerely,

Deborah Babich  
Contract Manager

Enc.



## CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

This Agreement is made and entered into by and between **Tuscola Behavioral Health Systems**, (TBHS), whose mailing address is 323 N. State St., Caro, Michigan, 48723, and **Tuscola County**, (COUNTY), whose mailing address is 125 W. Lincoln St., Caro, MI 48723, for the purchase of inpatient psychiatric hospitalization services.

### I. Purpose

The purpose of this Contract is to define the roles and responsibilities of TBHS and COUNTY in providing inpatient psychiatric hospital services to inmates incarcerated in the county jail.

### II. Contractual Authority

This contract is entered into under the authority granted by Public Act 258 of the Michigan Public Acts of 1974, as amended, in accordance with the rules, regulations, and standards of the Michigan Department of Health and Human Services (MDHHS).

### III. Term

This contract shall be in force for the period of October 1, 2016 through September 30, 2017.

### IV. County Responsibilities

Under Michigan Compiled Laws (MCL) 801.4, costs incurred providing mental health services to an inmate incarcerated in a county jail are the responsibility of the county. Accordingly, COUNTY agrees to determine the need for and pay for mental health treatment of inmates under its custody. For inmates covered under this agreement requiring inpatient psychiatric services, if COUNTY is aware that the individual is covered by any health care policy or certificate of insurance, COUNTY shall provide that information to TBHS. COUNTY agrees to pay TBHS for services provided through contract between TBHS and state/community hospitals in accordance with the fee schedule identified in Attachment A.

### V. Reimbursement

COUNTY shall reimburse TBHS at the rates identified in Attachment A for services rendered by inpatient psychiatric hospitals and billed through contract to TBHS. Any psychiatric hospitalizations of an inmate will be considered as requested and authorized by the COUNTY.

Before resorting to COUNTY for payment, TBHS shall seek recovery from all liable third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of an individual's covered benefit. It is the responsibility of the COUNTY to provide TBHS any information regarding third party payment sources at the time that services are provided. Failure on the part of the COUNTY to promptly provide third party information to TBHS shall result in the COUNTY being responsible for the full cost of services. Payment is expected within 30 days of the date that the COUNTY is billed by TBHS.

All monthly billing statements of TBHS shall specify billable services to each inmate. TBHS' submittal of a billing statement of claims for any reimbursement hereunder shall constitute TBHS' verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of TBHS, the MDHHS, Medicaid, Medicare, and/or third party reimbursers.

Due to TBHS' contractual agreements with psychiatric inpatient hospitals, TBHS will authorize and reimburse these hospital for inpatient psychiatric hospitalizations that were required based on Severity of Illness (SI) and Intensity of Service (IS) criteria. The COUNTY will then reimburse TBHS for the cost of these services, less any third party payments received by TBHS.

- Severity of Illness (SI) refers to the nature and severity of the signs, symptoms, functional impairments and risk potential related to the individual's psychiatric disorders.
- Intensity of Service (IS) refers to the setting of care, to the types and frequency of needed services and supports, and to the degree of restrictiveness necessary to safely and effectively treat the beneficiary.

#### **VI. Continuing Stay Reviews**

TBHS will not be involved in the review of inpatient hospitalizations of individuals placed by the COUNTY in an inpatient psychiatric hospital, when TBHS was not involved in the assessment/admission process. Any requests for additional days of service will receive an automatic approval as TBHS is only acting in the capacity of the flow through entity for billing purposes for these individuals.

#### **VII. Records Management and Administration**

- A. TBHS shall maintain appropriate records relating to service, client care and financial information as directed by COUNTY. Said records shall be available for review by COUNTY, or by COUNTY'S external audit firm.

TBHS shall keep all records pursuant to this Contract for seven (7) years after the termination of this Contract or as otherwise prescribed by the Department of Health and Human Services.

- B. Confidentiality of Records: All records, reports and confidential communications of an individual served under this Contract shall be subject to the requirements for confidentiality set forth in sections 746 and 748 of the Mental Health Code, in the policies, rules and regulations of the Department of Health and Human Services and COUNTY, and any amendments thereto.

#### **IVIII. Indemnification and Hold Harmless**

TBHS shall, at its own expense, protect, defend, indemnify and save harmless COUNTY, its officers, employees and agents, from all damages, costs, and expenses, including but not limited to costs from administrative proceedings, COUNTY costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of TBHS or its officers, employees, or agents or those of any contractor or subcontractor of TBHS that may arise out of this Contract. TBHS' responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by TBHS pursuant to the requirements of this Contract.

#### **IX. Independent Contractor Status**

- A. In performing its responsibilities under this Contract, TBHS shall at all times be deemed and regarded as an independent contractor. Except as may be otherwise provided herein, no persons employed by TBHS shall be considered employees of COUNTY; nor shall any such persons be covered by COUNTY'S worker's compensation insurance, nor entitled to any fringe benefits offered by COUNTY.

B. Nothing in this Contract shall be interpreted as authorizing those employed by it to contract on behalf of COUNTY.

**X. Conflict of Interest**

TBHS affirms that no principal, representative, agent or another acting on behalf of or legally capable of acting on behalf of TBHS is currently a COUNTY member or employee; nor is any such person related to TBHS currently using or privy to such information regarding COUNTY, which may constitute a conflict of interest.

**XI. Non-Discrimination**

TBHS prohibits any unlawful discrimination against any employee or applicant with respect to hiring, recruitment, advancement or discharge in the terms, conditions or privileges of employment, or a matter directly or indirectly related to employment solely because of religion, race, color, national origin, age, disability, sex (including sexual orientation), gender identity, height, weight, arrest record, marital status, veteran status, familial status, genetic information or membership in another protected group.

Each of the parties hereto shall not refuse to provide services or discriminate in rendering services on any basis which violates any federal, state or local anti-discrimination law or regulation. Each of the parties hereto shall assure equal access for people with limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency and also in accordance with the ACA Section 1557.

**XII. Compliance with the Law**

Both parties shall adhere to all applicable local, state and federal laws, ordinances and regulations when rendering services pursuant to this Contract.

**XIII. Disregarding Titles**

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

**XIV. Invalid Provisions**

If any provision of this Contract is held to be invalid, the remainder of this Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Contract.

**XV. Completeness of This Contract**

This Contract contains all of the terms and conditions agreed upon by the parties hereto and no other Contracts, oral or otherwise, regarding the subject matter of this Contract or any part hereof shall have any validity or bind any of the parties hereto.

**XVI. Termination**

This Contract may be canceled by either party upon a written thirty (30) day notification to the other party. Any changes to this contract require prior written Contract between the parties involved.

**ATTACHMENT A**  
**Reimbursement Rates**

<b>Service</b>	<b>Unit</b>	<b>Rate</b>
Inpatient Hospital Day – BCA Stonecrest	Day	\$700.00
Inpatient Hospital Day – McLaren Bay Regional Medical Center	Day	\$670.00
Inpatient Hospital Day – Forest View Hospital	Day	\$815.00 or \$840.00
Inpatient Hospital Day – Harbor Oaks Hospital	Day	\$635.00
Inpatient Hospital Day – Health Source	Day	\$745.24
Inpatient Hospital Day – McLaren Bay Regional Hospital	Day	\$650.00
Inpatient Hospital Day – McLaren Lapeer Regional Hospital	Day	\$720.00
Inpatient Hospital Day – McLaren Port Huron Hospital	Day	\$680.00
Inpatient Hospital Day – Memorial Healthcare	Day	\$900.45
Inpatient Hospital Day – Mid-Michigan Regional Medical Center	Day	\$875.00
Inpatient Hospital Day – Pine Rest/St. Mary's Hospital	Day	\$996.00
Caro Center	Day	\$ Local share
If a hospital is utilized that is not on this list, COUNTY agrees to pay the applicable daily rates for hospitalization and psychiatric/physician services as billed to TBHS and any other charges incurred		

The above rates may/may not include psychiatric/physician services – these are often a separate billing in addition to the per diem rate. Any additional billings received related to the inpatient stay will be the responsibility of the COUNTY and will be passed through as part of the billing for inpatient services.

Rates charged to the COUNTY will be the current contract rate that TBHS has established with the Community or State hospital. Rates are subject to change. Any other costs incurred by TBHS related to these inpatient services will be added to the hospital daily rate. These costs could include; administrative costs, clinical costs or supports costs as incurred by TBHS.

## Business Associate Agreement

This Business Associate Agreement ("Agreement") is being entered into between Tuscola County ("Business Associate") and Tuscola Behavioral Health Systems ("Covered Entity") to facilitate compliance with the HIPAA Rules. The parties agree to the terms set forth in this Agreement.

### Definitions

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

#### **1.1 Business Associate**

"Business Associate" means the person or entity described in the first paragraph of this Agreement.

#### **1.2 CFR**

"CFR means the Code of Federal Regulations.

#### **1.3 Covered Entity**

"Covered Entity" means the health care provider described in the first paragraph of this Agreement.

#### **1.4 Designated Record Set**

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

#### **1.5 Electronic Health Record**

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

#### **1.6 HIPAA**

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

#### **1.7 HIPAA Rules**

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

#### **1.8 HITECH Amendment**

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

**1.9 Individual**

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

**1.10 Protected Health Information**

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

**1.11 Required By Law**

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

**1.12 Secretary**

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

**1.13 Security Incident**

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

**Obligations and Activities of Business Associate**

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

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

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

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

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



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

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

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

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

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

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

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

Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

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

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

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

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

**2.12** Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

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



### Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

### Obligations of Covered Entity

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

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

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

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

### Term and Termination

#### 5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on 10/1/16 and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

#### 5.2 Termination for Cause

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

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

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

#### 5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business

Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

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

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

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

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

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

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

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

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

#### Miscellaneous

##### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact

person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Tuscola County  
Contact Person: Glen Skrent  
420 Court St  
Caro, MI 48723

Covered Entity:

Tuscola Behavioral Health Systems  
Contact Person: Sharon Beals; CEO  
323 N. State St.  
Caro, MI 48723

**6.2** Regulatory References

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

**6.3** Amendment

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

**6.4** Survival

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

**6.5** Interpretation

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

**6.6** Successors

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

**6.7** Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees

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

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

#### 6.8 No Beneficiaries

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

**XVIII. Certification**

The persons signing on behalf of TBHS certify by their signatures that they are authorized to sign this Contract on behalf of TBHS and that this Contract has been authorized by TBHS.

Tuscola County

Tuscola Behavioral Health Systems

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Name

Sharon Beals  
Printed or Typed Name

Its: \_\_\_\_\_

Its: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnessed By:**

**Witnessed By:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**XVIII. Certification**

The persons signing on behalf of TBHS certify by their signatures that they are authorized to sign this Contract on behalf of TBHS and that this Contract has been authorized by TBHS.

Tuscola County

Tuscola Behavioral Health Systems

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Name

Sharon Beals  
\_\_\_\_\_  
Printed or Typed Name

Its: \_\_\_\_\_

Its: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnessed By:**

**Witnessed By:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Certification of Authority to Sign the Agreement. The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

Dated: 5.15.17

Tuscola County (Business Associate)

Glen Skrent

By Glen Skrent

Its Sheriff

Dated: \_\_\_\_\_

Tuscola Behavioral Health Systems (Covered Entity)

\_\_\_\_\_

By Sharon Beals

Its Chief Executive Officer



Certification of Authority to Sign the Agreement. The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

Dated: 5-15-17

Tuscola County (Business Associate)

Glen Skrent

By Glen Skrent

Its Sheriff

Dated: \_\_\_\_\_

Tuscola Behavioral Health Systems (Covered Entity)

\_\_\_\_\_

By Sharon Beals

Its Chief Executive Officer

**mhoagland@tuscolacounty.org**

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**From:** Mike Miller <mmiller@tuscolacounty.org>  
**Sent:** Monday, May 22, 2017 9:17 AM  
**To:** Mike Hoagland; Kirkpatrick Craig  
**Subject:** Re: Parking lot estimate

Here is another estimate from Chippewa Asphalt

\$67,800 for the CDC area  
\$10,400 for area of the drive requested by CDC  
\$140,000 for the whole lot

I still have one bid yet to come.

I would recommend that we talk about our options, as we will need to decide before Thursdays meeting if you want to do the whole lot. We need to give the company time to get it done. 1 week estimate to complete. Yeager said they could get it done by June 17th but would need approval soon otherwise their schedule could fill up. I will not be here on Thursday.

On Tue, May 16, 2017 at 1:52 PM, Mike Miller <mmiller@tuscolacounty.org> wrote:  
I have one estimate for the Parking lot so far.

Yeager Asphalt - For the whole lot is \$124,335

That number includes the Area the CDC agreed on = \$58,885

Also the remainder of the lot at = \$65,450

The section of the drive the CDC asked for an estimate on is = \$9,875

They will give 5% off if they get the whole job.

I am also wait to hear back on another company that has looked at the job.

Mike M

[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**Subject:** FW: Overtime - BLapp

Commissioners

HR staff and myself have been working to determine a solution to a compensation issue the IT Director outlines below.

There are occasions when IT staff have to come in after hours to deal with certain computer and other IT related issues. The two technicians in the IT department are hourly employees. Since they are hourly, under county policy they receive 1.5 hours of compensation time for any hours worked above 37.5. The IT Specialist is a salary exempt employee. The personnel policy for salary exempt employees provides for 1 hour of compensation time for any hours worked above 37.5. The Director has requested a solution to this inequity.

We have discussed this situation with one of the county labor attorneys who has recommended a solution of using "on-call pay". This on call pay system is used in the prosecutor's office for salary exempt employees. On a rotating basis prosecutors receive \$50 per weekend of on call pay. The IT Director also believes this is a good solution. It may be the least complicated solution and avoids potential problems with the 1 hour of compensation for each hour worked beyond 37.5 that applies to salary exempt employees. Assuming the IT Specialist is on call for 1/3 of the weekends in a year the annual cost to implement this provision is approximately \$866.

Please note on call is for weekends only and would not apply to additional hours worked Monday thru Friday. Hours worked Monday thru Friday would follow the 1 hour of salary exempt compensation time policy.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

**From:** Eean Lee [mailto:[eean.lee@tuscolacounty.org](mailto:eean.lee@tuscolacounty.org)]  
**Sent:** Tuesday, May 23, 2017 2:25 PM  
**To:** Mike Hoagland <[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)>  
**Subject:** Overtime - BLapp

Mike,

Information Systems currently has 2 technicians that are paid hourly. Their position requires that they sometimes report to work after normal business hours. When they are on call and come to work, they are compensated with a 1.5 multiplier of "comp time" as per HR's direction.

I understand that because my 3rd employee is salaried and they can not receive compensation at time and a half of "comp time" when required to be on call. Is there a solution to this?

Thank you.

#7

**Tuscola County Health Department**  
**Board of Commissioners Monthly Report for May 19, 2017**  
**Ann Hepfer RN, B.S Health Officer**

**Outcomes for the Month:**

1. **Family Planning:** We are receiving an additional \$20,000 for Family Planning outreach. The goal is to reach teens, young adults and males with reproductive health services. We will also receive an additional \$3,000.00 to work with our Medicaid Health Plans to secure reimbursement for services.
2. **Emergency Preparedness:** The health department conducted an administrative table top exercise testing financial readiness to respond to an emergency. We need to tweak a couple policies as result of that table top. The Emergency Preparedness Coordinator and Environmental Health staffs are participating in an Enbridge tabletop exercise on 5/19 that is being conducted by the All Hazards Committee.
3. **Mosquito Abatement:** Kim Greene gave a presentation at last month's Board of Health meeting regarding the Mosquito Abatement program for control of mosquito-borne diseases such as West Nile, encephalitis, and any concerns of the Zika Virus making to Michigan. Kim did a nice job of explaining how our county program works and the surveillance program that they have in place.
4. **Drug Task Force:** The drug task force meeting is scheduled for June 1 from 8:30-11:30 am at the Tuscola Technology Center. The goals of the first meeting are: 1) Introductions, 2) Identify who we are missing at the table, 3) Review the data, 4) Define the scope of the problem, and 5) Discussion on what we hope to accomplish. I will have several examples of what other counties in the State are doing to address this issue. If there is time we will start a discussion in regards to putting together a Strategic Prevention Plan/Next Steps.

May 4, 2017

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, May 4, 2017 at 8:00 A.M.

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

Also present: County Commissioner Thomas Young.

Motion by Parsell seconded by Matuszak that the minutes of the April 20, 2017 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$96,634.65 and bills in the amount of \$73,731.01 covered by vouchers #17-21, #17-22, and #HRA-46 were presented and audited.

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

Brief Public Comment Segment:

- (1) Watertown Township Supervisor Frank Worvie appeared before the Board with a complaint regarding the poor condition of the gravel roads in his township. Chairman Laurie explained the Road Commission's procedures for pulling berms on gravel roads. Superintendent/Manager Jay Tuckey also explained the procedures, and apologized for the poor grader operations recently in that part of the county, and that the issue has been addressed with the grader operator.

Road Commissioner Julie Matuszak reported to the Board a summary of the discussion regarding Non-Motorized Bike Routes at the last meeting of the Tuscola County Parks and Recreation Commission. The Parks and Recreation Commission request that the eight (8) foot wide paved shoulders on Saginaw Road between the Village of Mayville and the City of Vassar become a designated Bike Route, to be part of the developing Trans-Tuscola Bike Route 38. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission supports the Tuscola County Parks and Recreation Commission in their request to the Michigan Department of Transportation to recognize the bike path on Saginaw Road between the Village of Mayville and the City of Vassar as a designated Bike Route on their state map. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that bid item #57 for Fremont Township of the 2017 bituminous resurfacing bids be awarded to the low bidder, Albrecht Sand & Gravel Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Sheridan that bid items #1, #2, #3, #4, #10, #11 for Akron Township, and bid item #13 for Wisner Township of the 2017 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 Envirollogic Environmental Consulting Services to conduct the bi-annual ground water testing at the Caine #1 Brine Well, all in accordance with MDEQ standards. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak to approve Ditch Petition #2016-01 for Brown Road in Vassar Township. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk to add to the Tuscola County Road Commission's Road Policies by adopting the procedure of not allowing the placement of crushed gravel over crushed limestone roads as a policy. Yeas: Sheridan, Matuszak, Zwerk, Parsell / Nays: Laurie --- Motion Carried.

Motion by Zwerk seconded by Sheridan to deny the request from the Koylton Township Board to place crushed gravel over the crushed limestone on Mayville Road. Yeas: Sheridan, Matuszak, Zwerk, Parsell / Nays: Laurie --- Motion Carried.

Motion by Mike Zwerk seconded by Julie Matuszak to authorize Chairman John Laurie and Vice-Chairman Gary Parsell to sign the Michigan Department of Transportation Contract #17-5143 for the hot mix asphalt base crushing, shaping, and resurfacing work along Bay City-Forestville Road from Colling Road to Colwood Road, all together with necessary related work. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the Road Commission apply additional crushed gravel to the driveway at the Vassar Division. Yeas: Sheridan, Matuszak, Parsell, Laurie / Nays: Zwerk --- Motion Carried.

Motion by Sheridan seconded by Matuszak to approve the purchase of a used Tractor-Mounted Berm Retriever, as part of the 2017 Capital Outlay Budget. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 10:00 A.M. the Board met with various township officials and county commissioners to discuss roadwork completed in 2016 and roadwork to be completed in 2017.

The following township officials were present for the roadwork discussion: Akron Township Supervisor Don Schmuck, Akron Township Treasurer Deana Jacoby, Almer Township Supervisor Jim Mantey, Almer Township Trustee Brian Schriber, Elkland Township Supervisor Dan Erla, Ellington Township Supervisor Russell Speirs, Fairgrove Township Supervisor Keith Aeder, and Wisner Township Supervisor Jamie Wark.

The following county commissioners were present for the roadwork discussion: District 1 Tuscola County Commissioner Thomas Young.

Also, the following Road Commission employees were present for the roadwork discussion: Akron Division Foreman Jason Root, Deford Division Foreman Allen Jacobs, and Vassar Division Foreman David Kennard.

The following agenda topics were discussed: 2016 road and bridge projects, 2017 planned road and bridge projects, 2017 federal aid projects, Local Road Improvement and Maintenance & Township Allowance Policy, procedures for a successful local road project, scheduling local road work requests, Local Road Brush Spray Policy, clear vision intersections, and manure haulers on county roads.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 11:20 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

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Chairman

---

Secretary-Clerk of the Board

# Indianfields Township

#9

Township Hall: 1633 Mertz Road • Caro, MI 48723 • PH. (989) 673-3416 • FAX (989) 673-8343

May 12, 2017

Tuscola County Board of Commissioners  
125 West Lincoln Suite 500  
Caro Michigan 48723

Dear County Board of Commissioners,

I would personally like to take this opportunity to Thank you for working with Indianfields Township on the conditional use permit for the Recycling Center.

The work we do together aids in making our community a better place.

Sincerely,



Ray Rendon

Indianfields Township Supervisor





STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

NICK A. KHOURI  
STATE TREASURER

May 17, 2017

Mr. Thomas Bardwell, Chair  
Tuscola County Board of Commissioners  
3540 N. Hurds Corner Road  
Caro, MI 48723

Dear Mr. Bardwell:

**TRI-COUNTY CONVENTION FACILITIES TAX/4% STATE-WIDE LIQUOR TAX**

Distribution for 2017 and 2018

Counties share in the tri-county convention facilities tax levied under the State Convention Facilities Development Act (1985 Public Act 106) and the 4 percent liquor tax levied under the Michigan Liquor Control Code of 1998 (1998 Public Act 58), when those revenues exceed the debt service requirements and operational expenditures for convention facilities. The General Property Tax Act (MCL 211.24e(2)) requires the State Treasurer to annually certify an estimate of revenues to be received by counties under 1985 Public Act 106. The estimated amount of the convention facility/liquor tax (CFT) distribution to Tuscola County from FY 2016-17 collections is \$104,259. The final FY 2016-17 distribution to counties will be made in October 2017. The estimated amount of the convention facility/liquor tax distribution to Tuscola County from FY 2017-18 collections is \$111,681. This FY 2017-18 estimate is provided for county budgeting purposes only.

Reduction in Base Tax Rate for 2017 Truth-In-Taxation Hearing Purposes

MCL 211.24e(4) requires that the FY 2016-17 CFT estimate be adjusted by the difference between the estimated and actual distribution for FY 2015-16. The difference for Tuscola County between the actual FY 2015-16 distribution and the Department of Treasury estimate of that distribution is \$0. Therefore, the amount of the CFT distribution that is to be used to reduce the Tuscola County base tax rate for 2017 truth-in-taxation hearing purposes under MCL 211.24e(2) is \$104,259 (\$104,259 + \$0).

**CIGARETTE TAX/HEALTH AND SAFETY FUND ACT**

Distribution for 2017 and 2018

When cigarette tax revenues exceed \$875.2 million, counties receive a share of those revenues under the Health and Safety Fund (HSF) Act (1987 Public Act 264). Cigarette tax revenues were below \$875.2 million in FY 2015-16, and are estimated to be below \$875.2 million in FY 2016-

17 and FY 2017-18. Therefore counties received no HSF distribution in 2016, and are estimated to receive no HSF distribution in 2017 or 2018.

#### SUMMARY INFORMATION

The total amount from liquor and cigarette tax distributions that Tuscola County must use to reduce its base tax rate for 2017 truth-in-taxation hearing purposes is \$104,259. If a county's 2017 base tax rate, after the reduction for CFT and HSF revenue, is greater than the 2017 millage the county proposes to levy, the county is not required to hold a truth-in-taxation hearing.

Counties may follow the truth-in-taxation hearing process to use the revenues for increased spending, but 50 percent of the CFT revenue not used to reduce their millage rate is required by MCL 211.24e(2) to be distributed to the county's designated substance abuse coordinating agency for substance abuse programs. All of the HSF revenues not used to reduce their millage rate must be spent as specified in 1987 Public Act 264. A Property Services Division bulletin, which explains the required calculations of MCL 211.24e(2) and 1987 Public Act 264, has been distributed to your county treasurer and is available upon request.

Sincerely,



Evah Cole, Division Administrator  
Revenue Sharing and Grants Division

c: County Treasurer  
County Equalization Director  
County Executive/Administrator/Controller/Coordinator

# Cyberattack a \$2M 'wake-up call' to Ingham County

#11

Eric Lacy, Lansing State Journal | Published 6:31 p.m. ET May 19, 2017 | Updated 10:50 p.m. ET May 19, 2017

County's chief information officer says in memo "bad actors in the world will not give us a pass." She's concerned about too much transparency.



(Photo, Stock photo)

LANSING - A computer network attack that affected about 1,600 Ingham County workstations cost over \$86,000 to stop and could cost nearly \$2 million more to strengthen the county's cybersecurity.

Deb Fett, the county's chief information officer, wrote this week in a memo that the county needs "a true response plan" to anticipate "various scenarios" that could compromise its network and data. She also recommended nearly \$2 million in improvements to better protect the county.

**More:** [Safer? BWL loses 13 IT employees after cyberattack \(/story/news/local/2017/05/19/bwl-cyberattack-employees/327299001/\)](#)

[Clerk's offices remain closed after malware attack \(/story/news/local/2017/05/02/clerk-offices-remain-closed-after-malware-attack/101191226/\)](#)

[In Michigan, a digital government with digital problems \(/story/news/local/capitol/2016/07/05/michigan-digital-government-digital-problems/86329758/\)](#)

Fett also said in the memo sent to County Controller/Administrator Tim Dolehanty the county "must control what information is allowed out into the public (/story/news/local/2017/05/09/computer-attackers-origin-raises-questions/101472344/) during a crisis." She added the county's transparency about the disruption could have caused it to have lose the data "we continuously work so hard to protect."

"We were admonished by the MSP (Michigan State Police) and the FBI for allowing the true nature of our event to be put in the news," Fett said. "This is a huge danger and exposed us to increased risk of data loss."

Dolehanty provided Fett's memo, dated May 15, to the Lansing State Journal on Friday. It says attack cost \$86,495. Of that, \$41,044 covered 1,460 "regular hours" of "internal labor" and \$25,451 covered 559 hours of employee overtime.

ADVERTISING

The memo also states \$17,000 covered help from Dewpoint, a Lansing-based external consultant, and \$3,000 paid for help from "governmental partners."

Those costs weren't high enough for the county to file an insurance claim, Dolehanty said. The county annually budgets a liability fund that is expected to cover the overtime, Dewpoint and governmental partners' expenses.

"This one is behind us," Dolehanty said Friday of the network attack. "I'm pretty confident saying that. But looking forward, we have to look at what's out there and what we're afraid of."

Officials confirm the attack was caused by malware, considered malicious software designed to damage or manipulate a computer network. It was detected April 28 by IT officials who determined the malware had tried to obtain banking information.

On May 4, Dolehanty told the LSJ that [no county data was compromised or lost \(/story/news/local/2017/05/04/malware-threat-investigation/101280960/\)](#) and that scanning workstations in 33 county departments during the first week of May was a precautionary measure to make sure all were virus-free.

Investigators haven't told county officials the source of the attack, Dolehanty said.

"They haven't identified it to us, and I'm not sure they necessarily would," Dolehanty said Friday.

Fett's memo said the "outbreak" started with a single infected computer and spread rapidly to "many others" before it was contained.

In Fett's memo she said the county's Board of Commissioners will receive a revised security policy for approval in the next 30 days. The county, according to the memo, has \$145,000 worth of network security applications and updates budgeted for this year.

Fett's memo also suggests nine unbudgeted items the county should pursue through 2020 for improved cybersecurity. Those include \$1,800 for "additional Security Mentor licenses," \$1.25 million for implementing a redesign of the county's computer network and \$125,000 to add a new security analyst position to the IT staff.

Fett stressed the county's culture needs to shift because security, according to her, must be a consideration for everyone who uses its technological resources.

"In spite of our best intentions, it has become obvious that it sometimes took a backseat to political or business interests," Fett said. "We have just experienced a very, very minor taste of what that can cost us.


"Consider this to be our wake-up call that the bad actors in the world will not give us a pass."

About a year ago, the Lansing Board of Water & Light was infected by malware and [had to pay a \\$25,000 \(/story/news/local/2017/03/08/11-months-later-insurance-still-reviewing-bwl-cyber-attack/98847680/\) ransom \(/story/news/local/2017/03/08/11-months-later-insurance-still-reviewing-bwl-cyber-attack/98847680/\)](#) to restore its network. No charges were filed in that attack. Its total costs were more than \$2 million.

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## State revenue estimates drop

 Lower-than-expected individual income and business taxes led to a decrease in state General Fund estimates this week. Fiscal Year 2017 General Fund-General Purpose (GF-GP) revenue was projected at \$10.1 billion at the May Consensus Revenue Estimating Conference (CREC) this week, down \$178.8 million from January estimates. However, net Fiscal Year 2017 School Aid Fund revenue was up \$152.9 million to \$12.6 billion. GF-GP revenue is estimated to continue its dip in FY 2018 at \$10.4 billion, down \$114.1 million from previous estimates, and \$10.5 billion in 2019, down \$99.8 million. While sales tax collections were higher than estimated, those funds are primarily deposited into the School Aid Fund.



\* Asphalt Materials, Inc.

\* Bauckham, Sparks, Thall, Seeber & Kaufman, PC

\* Consumers Energy

\* Fahey Schultz Burzych Rhodes PLC


\* Foster, Swift, Collins & Smith, P.C.

\* ITC Holdings Corp.

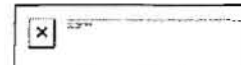
\* Mika Meyers, PLC

## 'Fill the boot' campaigns could resume under bill




 Fire departments and other charitable organizations could once again raise money while standing in a roadway, as long as certain conditions are met, under HB 4160. The bill, sponsored by Rep. Shane Hernandez (R-Port Huron),

was passed by the House Thursday. HB 4160 is in response to last year's opinion by Attorney General Bill Schuette prohibiting anyone from soliciting contributions while standing in the improved portion of a roadway. Many firefighters do this in their well-known "fill the boot" campaigns. HB 4160 would once again allow such fundraisers, as long as the charitable organization maintained at least \$500,000 in liability insurance, the fundraiser was done in daylight hours and all local regulations are met. MTA worked with lawmakers to ensure that language was not added preempting local control on such events. We will continue to do so as the bill moves to the Senate for consideration.



## Assault of public officers could bring harsher penalties

 Anyone who assaults a township treasurer, prosecutor or other officer could face a stiffer penalty under a package of bills reported by the House Law and Justice Committee. MTA supports all three bills--HB 4302, sponsored by Rep. Kim LaSata (R-Bainbridge Twp.); HB 4303, sponsored by Rep. Andy Schor (D-Lansing), and HB 4304, sponsored by Rep. Sam Singh (D-East Lansing)--which will next be considered by the full House. Currently, a person who assaults, batters, wounds, obstructs or endangers certain municipal employees and officers faces prison time ranging from a maximum of two years to 20 years and/or a fine.