

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, SEPTEMBER 14, 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 Todd Gould, Cass City Evangelical Free Church
Pledge of Allegiance – Commissioner Bardwell
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 (See Correspondence #2)
New Business
 -Recycling Job Description Proposed Change (See Correspondence #3)
 -Accounting for Mental Health Planning Grant
 -Indigent Dental Clinics (See Correspondence #4)
 -Board of Canvasser's Appointments (See Correspondence #5)
 -Vital Records Software
 -Election Reporting Software
 -Jail Planning Committee Meeting (See Correspondence #6)
 -Request to Use Courthouse Lawn (See Correspondence #7)
 -Plat Map Restoration
Old Business
Correspondence/Resolutions

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
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

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 7th District
Local Unit of Government Activity Report
TRIAD
Behavioral Health Systems Board
MAC Workers Comp Board

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 August 31, 2017 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Recycling Position Request
- #4 Indigent Dental Clinic Draft Contracts
- #5 Board of Canvasser's Appointments
- #6 Jail Planning Committee Minutes
- #7 Request to Use Courthouse Lawn
- #8 September 11, 2017 Committee of the Whole Minutes
- #9 August 24, 2017 Road Commission Minutes
- #10 Thank You Letter from Vietnam Veteran

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
August 31, 2017 Minutes
H. H. Purdy Building

Commissioner Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 31st day of August 2017, to order at 8:00 o'clock a.m. local time.

Prayer – Pastor Mark Seppo with Vassar Victory Center

Pledge of Allegiance – Commissioner Kirkpatrick

Roll Call – Chief Deputy Clerk Cindy McKinney-Volz

Commissioners Present: District 1 - Thomas Young, District 2 – Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Chief Deputy Clerk Cindy McKinney-Volz, Tisha Jones, Pastor Mark Seppo, Steve Erickson, Vicky Sherry, Register John Bishop, Treasurer Patricia Donovan-Gray, Steve Anderson, Sandra Nielsen, and Ann Hepfer.

Adoption of Agenda -
17-M-139

Motion by Young, seconded by Kirkpatrick to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes -
17-M-140

Motion by Bierlein, seconded by Young to adopt the meeting minutes from the August 10, 2017 meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution -
17-M-141

Motion by Kirkpatrick, seconded by Young that the following Consent Agenda Resolution from the August 21, 2017 Committee of the Whole Meeting be adopted with Consent Agenda Item H removed. Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that per the August 15, 2017 memo from the Sheriff that \$61,025 in 2017 road patrol budget amendments are authorized with the use of available fund balance from the road patrol fund as follows:
- \$19,525 to wage and fringe benefit costs for a new deputy with a starting date of September 2, 2017.
 - \$4,500 to line items for equipment for the new deputy.
 - \$30,000 for a road patrol vehicle.
 - \$7,000 for a new line item titled academy training to reimburse officers training costs according to previous board action.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that the Water Spigot bid for Vanderbilt Park be awarded to Brinkman Excavating who was the low bidder for an amount of \$3,615.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that per the request of the Michigan Liquor Control Commission that the following language be approved to clarify the county position with regard to Sunday off premise sale of beer/wine and spirits:
- The sale of spirits and mixed drinks for consumption off the premises shall be prohibited between the hours of 7 a.m. on Sunday and 2 a.m. on Monday in a retail establishment licensed under the Michigan liquor control code of 1998 within the County of Tuscola under the provisions of the law governing the sale of spirits and mixed drink for consumption.
 - The sale of beer and wine within the County of Tuscola for consumption off the premises shall be prohibited between the hours of 7 a.m. and 12 noon on Sunday.
- Agenda Reference:** D

- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that the 2017 Tax Rate Request Report be amended and approved as submitted by the Equalization Director to incorporate changes for the public approved increases in the Road Patrol and Senior Citizen millages. Also, said report be authorized for signature.
- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that per the request of the Court Administrator that the 2017 Probate Child Care Fund be amended with the internal transfer of \$60,000 by reducing Private Institutional Care and increasing Other County Detention. (This is only an internal transfer and does not increase the overall budget).
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that the Court be authorized to fill a vacant part-time CJO position in the 292 Probate Child Care Fund which is 100% funded by the state. Also, per the request of the court administrator, 25% of an employee currently charged to the general fund (101) court budget be changed and be charged to the Probate Child Care Fund budget (292) which is a cost reduction to the general fund.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that previous Board Motion 16-M-034 (provided below) be rescinded.
- (16-M-034 - Motion by Bierlein, seconded by Trisch that a minimum of \$111,000 in wage/fringe costs for employees working in the County Treasurer's Office involving the tax foreclosure process be budgeted annually for payment from the foreclosure fund. If it is determined that this minimum wage/fringe payment amount from the foreclosure fund cannot be maintained, in addition to the minimum base transfer to the General Fund of \$50,000, then staffing reductions will be implemented and if necessary the elimination of full-time positions. Also, all appropriate budget amendments are authorized. Motion Carried.)
- Agenda Reference:** I

- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Based on the PA 498 procedure the original \$50,000 budgeted to be transferred from the Tax Foreclosure Fund for 2017 to the General Fund be increased to \$127,901.90 Also, all appropriate budget amendments are authorized.
- Agenda Reference:** J
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that the county hiring freeze be temporarily lifted and the Sheriff be authorized to hire Trent Bellamy to fill a vacant road patrol position with said person to begin work August 25, 2017. Satisfactory physical and background check has been completed.
- Agenda Reference:** K
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move to amend the Cass River Greenways agreement to allow seven tires per vehicle per trip for Greenway volunteers (same as public free drop off – the previous agreement was for three tires).
- Agenda Reference:** H (Item Removed)
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/21/17
- Description of Matter:** Move that tax foreclosure fund transfers to the general fund be calculated based on PA 498 of 2006 and be presented by the County Treasurer to the County Board annually no later than June 30. Also, a minimum of \$111,000 in wage/fringe costs for employees working in the County Treasurer's Office involving the tax foreclosure process be budgeted for payment from the foreclosure fund. If it is determined that this minimum wage/fringe payment amount from the foreclosure fund cannot be maintained then staffing reductions will be implemented and if necessary the elimination of full-time positions.

New Business -
17-M-139

Motion by Kirkpatrick, seconded by Bierlein that annual tax foreclosure (TF) fund transfers to the general fund (GF) be calculated based on PA 498 of 2006 and this calculation shall be presented annually by the Treasurer to the Board no later

than June 30. This calculation determines for the most recent year the amount by which actual TF revenues exceed expenditures. This amount is then transferred to the GF. If the minimum amount of \$111,000 plus annual wage/fringe cost increases (base year wage/fringe costs for Treasurer's office personnel working on the TF process was \$111,000) cannot be transferred to the general fund then staffing reductions in the Treasurer's office may be implemented. Motion Carried.

17-M-140

Motion by Bierlein, seconded by Kirkpatrick that in order to maximize state and federal funding reimbursement for certain county programs, the accounting for wage/fringe costs of treasurer office personnel involved in the tax foreclosure process in the 532 tax foreclosure fund be discontinued. This accounting be changed so these costs are charged to the Treasurer's office budget in the general fund which maximizes federal and state reimbursement. Also, appropriate budgetary/accounting changes be implemented for 2017 in order to increase state and federal reimbursement as soon as possible. Motion Carried.

-Health Department Annual Report - Ann Hepfer reviewed the Annual Report which was previously provided to the Board of Commissioners.

17-M-141

Motion by Bierlein, seconded by Young that the 2015/2016 County Health Department Annual Report as presented by the Health Officer be received and placed on file. Motion Carried.

-Drug Task Force Update - Ann Hepfer reviewed the Opiate & Heroin Awareness Toolkit which was compiled by the Tuscola County Community Drug Task Force. The next meeting is October 19, 2017 from 8:30 a.m. to 10:30 a.m. at the White Pine Room at the Tuscola County Medical Care Facility Annex.

-Potential Indigent Dental Program - Ann Hepfer received a call last week from My Community Dental Center (MCDC). MCDC provides the facility and the equipment for a dental clinic. MCDC will see both children and adults. Ann Hepfer provided a map with the current MCDC locations throughout the state. Ann Hepfer will gather some additional information and work with Mike Hoagland to prepare the information for the Board.

-Former Vassar Foundry Update - Steve Erickson has a conference call this afternoon regarding the potential sale of the former foundry. The taxes have not been paid as of today to the county or the City of Vassar. The City of Vassar Economic Development Corporation's (EDC) contract is ready to expire next year. The City of Vassar has met with Tuscola County EDC and would like to put a new ten-year contract in place.

Vicky Sherry explained to the Board that a free boat tour will be available on September 30, 2017 starting at 8:00 a.m. to view the phragmites by Vanderbilt

Park. Once the phragmites are removed there should be a water view from the park.

Steve Erickson will be attending the Michigan Association of Rural Farmers. John Tilt has generously covered the cost for Steve Erickson to attend.

The EDC is aware of a nine (9) acre parcel that would be available for development but is contaminated twelve (12) to fifteen (15) feet deep. This land was previously used by Grady. There is a grant available to help with the testing but cannot be used toward clean up.

-Vanderbilt Park Picnic Table Bids - Mike Hoagland received bids from Shefler, Great Lakes Lift, BSN Sports Equipment, and PMI. Mike Hoagland and Mike Miller will review the bids and bring the information back to the Board.

Next Era was contacted about assisting with the improvements at Vanderbilt Park. According to Mike Hoagland, Next Era did not seem to be willing to provide the requested funds.

17-M-142

Motion by Kirkpatrick, seconded by Vaughan to approve amendments to the 2017 County Parks and Recreation and Capital Improvement Budgets with the transfer of \$43,000 from the Capital Improvement Fund (483) to the County Parks and Recreation Fund (208) for the following Vanderbilt Park improvements with estimated costs as follows:

Grading, leveling and gravel road leading to campsites - \$11,000

Grading, leveling and gravel road leading to pavilion - \$7,000

Parking lot gravel and compacting - \$5,000

Basketball court - \$7,000

Volleyball court - \$3,000

Additional picnic tables - \$10,000

Motion Carried.

-SB386 Proposed Changes to Delinquent Tax Process - Treasurer Patricia Donovan-Gray provided insight on the proposed changes and the issues related to the proposed changes.

17-M-143

Motion by Bierlein, seconded by Kirkpatrick that per the request of the County Treasurer the resolution in opposition to SB 386 of 2017 be approved because the proposed changes would severely undermine the process for collecting delinquent real property taxes. Also, this resolution be forwarded to Governor Snyder, Senator Green, Representative Canfield and County Treasurer Donovan -Gray.

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

Recessed at 10:00 a.m.
Reconvened at 10:13 a.m.

- Full Faith and Credit Request for Yak North Drain in Reese -
17-M-144
Motion by Bierlein, seconded by Young that per the request of the Drain Commissioner that the resolution providing full faith and credit financing of \$495,000 for the Yak North Drain in the Reese area be approved. Roll Call Vote - Vaughan - yes; Kirkpatrick - yes; Bierlein - yes; Young - yes. Bardwell - yes; Motion Carried.
- APX Sheriff Radio Bids for Homeland Security -
17-M-145
Motion by Young, seconded by Vaughan that per the request of the Tuscola County RFP for Motorola APX 4000 Portables & Accessories for the Sheriff's Office be awarded to Pro Comm. Inc. of Mt. Pleasant which provided the low bid of \$11,699.20. This purchase is a Homeland Security Purchase which will be reimbursed 100%. Motion Carried.
- Dispatch Roof Bids -
17-M-146
Motion by Kirkpatrick, seconded by Young that the budgeted new roof at dispatch be awarded to Universal Roofing who was the low bidder for an amount of \$14,404.00 and this cost be charged to the dispatch fund. Motion Carried.
- Pagers Update - Sandy Nielsen continues to monitor the issue with the pagers. In the past few weeks, only minor issues have been reported.
- Dispatch Refilling Vacant Positions -
17-M-147
Motion by Kirkpatrick, seconded by Bierlein that per the request of the Dispatch Director that the county hiring freeze be lifted and authorization is given to fill two vacant positions with the hiring of Chad Tumblin (starting date of September 9, 2017) and Kalie Laten (starting date of September 11, 2017) (satisfactory physical and background checks have been completed for both individuals). Motion Carried.
- House and Senate Bills Impacting Dispatch -
17-M-148
Motion by Bierlein, seconded by Young that per the request of the County Dispatch Director the resolution in support of SB 400 and HB 4651 of 2017 be approved because the proposed bills would establish an equitable funding system, provide stable funding for Next Generation 911 and enable other dispatch system improvements. Also, this resolution be forwarded to Governor

Snyder, Senator Green and Representative Canfield. Roll Call Vote - Kirkpatrick - yes; Bierlein - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

-Register of Deeds Compensation Request - Register Bishop provided updated information on the revenue generated from his office. The salaries for Register of Deeds in other counties were provided, the range was from \$67,000.00 to \$79,000.00. Register Bishop is requesting an increase in his salary to match that of the County Clerk and the County Treasurer. Commissioner Bardwell, Controller Mike Hoagland, and Human Resources will meet to discuss this matter.

-Indigent Defense Next Steps - Mike Hoagland updated the Board. The State is directing counties to have a plan developed by November 20, 2017. Implementation is supposed to start six months after plan completion. However, there is not any word on how the State expects the counties to fund the plan. Judge Gierhart, Mike Hoagland, and Commissioner Kirkpatrick will be meeting today to obtain more information and start plan development.

-GIS Related to Plat Books - Angela Daniels was contacted by Charlie Lund from Rockford Plat Publishing regarding plat books. Mike Hoagland and Angela Daniels will research to see how this will affect the profits received by 4-H.

-Request to Extend CDBG Housing Program -
17-M-149

Motion by Bierlein, seconded by Young that per the request of the Human Development Commission to approve the extension of the housing rehabilitation grant MSC-2014-0815-HOA until December 31, 2017. The board also authorizes the County Controller/Administrator to sign the extension request to be submitted to the Michigan Economic Development Corporation. Motion Carried.

-Concern with Property Purchased in Foreclosure - Treasurer Donovan-Gray was able to resolve the issue prior to the Board meeting. The purchaser of the property did not appear at the meeting today.

Old Business -

-Mike Hoagland was in communication with the Labor Attorney regarding a request from the Court Administrator regarding compensation for certain employees. The Board has requested that Mike Hoagland contact the Judges directly.

-The attorney fees for the dispute with the wind companies are approximately \$358,000.00. The Tax Tribunal will be held on September 18, 2017. Hopefully, after that session, there will be some sense of how the dispute will be settled. It is anticipated that the issue will be resolved by year end.

Correspondence/Resolutions -

-Commissioner Thomas Bardwell presented a Resolution honoring Mike Hoagland for all the hard work he put in to retaining the Caro Center in our community.

-Commissioner Vaughan will set up a meeting with Robert McKay regarding Vanderbilt Park.

COMMISSIONER LIAISON COMMITTEE REPORTS

BIERLEIN - Updates were covered during the meeting.

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 - Updated the Board on the obstacles local business owners face.

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 - meeting in September.
County Road Commission Liaison - meeting today.
Board of Public Works - meeting cancelled.
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 - meeting on September 11, 2017.
Genesee Shiawassee Thumb Works
Region VI Economic Development Planning
Tuscola 2020

BARDWELL

Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Finance
MAC 7th District - meeting on September 11, 2017.
Local Unit of Government Activity Report
TRIAD
Behavioral Health Systems Board
MAC Workers Comp Board

KIRKPATRICK

Board of Health
Community Corrections Advisory Board - meeting to discuss Indigent Defense Reimbursements.
Dept. of Human Services/Medical Care Facility Liaison - scheduling a September meeting.
MI Renewable Energy Coalition
MEMS All Hazards
MAC Environmental Regulatory – Vice Chair
Cass River Greenways Pathway - Mike Hoagland will be sending a letter.
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 - asked Mike Hoagland to provide updates at an upcoming meeting.

Other Business as Necessary - None

Extended Public Comment -

-Tisha Jones was contacted by Representative Gary Glenn. Representative Glenn wanted to express his appreciation to Mike Hoagland for the tour of the Caro Center and all the efforts Mike Hoagland put into keeping the Caro Center here.

Meeting adjourned at 12:18 p.m.

Cindy McKinney-Volz
Chief Deputy Clerk

Statutory Finance Committee Minutes
August 31, 2017
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 12:19 p.m.

Commissioners Present: Young, Bardwell, Vaughan, Kirkpatrick, Bierlein

Commissioners Absent: None

Also Present: Mike Hoagland, Chief Deputy Clerk Cindy McKinney-Volz, Tisha Jones

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 12:21 p.m.

Cindy McKinney-Volz
Chief Deputy Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 14th day of September, 2017 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

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

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/11/17
- Description of Matter:** Move that the Board Chair be authorized to sign the form to certify the 2016 county cost allocation plan as prepared by MGT of America.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/11/17

Description of Matter: Move that per the September 6, 2017 request from the Medical Examiner that compensation for Medical Examiner Investigators be increased from \$150 per case to \$190 per case effective immediately.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 9/11/17

Description of Matter: Move that Ann Westover be appointed to the county planning commission effectively immediately to fill the term of Louis Smallwood which ends December 31, 2019.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 9/11/17

Description of Matter: Move that the County Clerk be authorized to advertise to fill a vacancy on the county planning commission.

Agenda Reference: E

Entity Proposing: COMMITTEE OF THE WHOLE 9/11/17

Description of Matter: Move that authorization is provided to post and advertise to fill a vacant custodian position.

Agenda Reference: F

Entity Proposing: COMMITTEE OF THE WHOLE 9/11/17

Description of Matter: Move that the bid for picnic tables for Vanderbilt County Park be awarded to Greatlakes Lift who was the low bidder for an amount of \$502 per table. (This action is contingent upon approval from the state as part of the passport grant).

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

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

#

**COUNTY OF TUSCOLA
DEPARTMENT OF BUILDINGS AND GROUNDS**

125 W. Lincoln St
CARO, MI 48723

MICHAEL MILLER
Director

THOMAS MCLANE
Assistant Director

**TO: Mike Hoagland
From: Mike Miller
Date: September 12, 2017
Re: Recycling Positon Request**

I would like to promote a current Recycling employee to the classification of Assistant Director of Recycling.

As the Recycling Director I only provide management for 15 hours per week. This allows 22.5 hours with no management at the Recycling Center.

This would provide better service to the public and to help with the managing of employees and work flow. With our operation growing I can see the need for this position even more as time goes on.

I have worked with the Human Resources and have developed a job description and wage scale. I have attached the job description.

The max wage for a Material Handler classification is \$14.54

The starting wage for the Assistant Director is \$17.33. It will take 5 years for the position to reach the final step at \$18.68, under the current contract.

The total annual difference is approximately \$5440

We will not add any additional staff, I am only asking to promote.

This additional wage increase will be paid from the Recycling funds and not form the County general fund.

The Recycling Committee has approved of this request.

If you have any additional questions please let me know.

Thank You

Assistant Director of Recycling Facilities

General Statement of Duties

Under the directions of the Director/Coordinator, directs the overall activities of the staff, and will act in the place of the Director/Coordinator in their absence and have overall responsibility and decision make authority for coordinating the actual direction of the recycling staff. All disciplinary actions will be limited only to the Director/Coordinator.

Examples of Work

- Supervises and performs more complex tasks such as scheduling, route pick-ups and customer complaints
- Field checks projects to assure all requirements are completed
- Completes items on project list within 3 months of their entry date
- Organizes, plans and coordinates, and oversees work of staff
- Coordinate orders of all materials as needed for regular repairs and maintenance
- Operate truck and trailer as needed to pick material routes
- Operate balers and shredder as needed
- Perform Educators duties, for tours, classroom presentations, meet with community groups, and displays
- Other related duties as assigned

Required Knowledge, Skills and Abilities

- Must possess a high school diploma or equivalent. Minimum 2 years experience in the Recycling field. The ability to use good judgment and positive manner when assigning duties. Must have strong leadership and problem solving skills. Must be thorough, dependable, good physical condition and be able to lift and carry 50 pounds on a routine basis. The agility to crawl, climb and maneuver where physical mobility is required to complete job requirements. The ability to follow complex direction and perform necessary tasks without the necessity of direct and constant supervision.

mhoagland@tuscolacounty.org

From: Ann Hepfer <ahepfer@tchd.us>
Sent: Tuesday, September 12, 2017 12:37 PM
To: mhoagland@tuscolacounty.org
Subject: Dental
Attachments: MCDC Contingent Agreement with Tuscola County DRAFT.docx; MCDC Service Agreement with Tuscola County DRAFT.docx; MCDC Summary Tuscola- 2017 v5.docx

Hi Mike

Attached are the draft contracts for the dental clinic. In FY 2018 the state is providing the required funds for the Intergovernmental Transfer. If and when the state dollars end then the County/Health Department would be responsible for the IGT. See the message below in regards to this:

From: Kimberly Singh [mailto:KSingh@mydental.org]
Sent: Thursday, August 24, 2017 8:41 AM
To: Ann Hepfer
Subject: RE: MCDC partnership

Ann - also in terms of cash flow if health department is responsible for quarterly Intergovernmental Transfer - it is based on the actual services provided to Medicaid adults (not HMP or kids) and does vary by quarter - our estimate for a 4 chair center, operating 5 day per week - once ramped up say 1+ years is \$98,000-\$115,000 annually (divided by 4 payments) for a six chair the range is \$150,000-\$170,000 annually. Again will be based on actual services provided the previous quarter. This would take effect once/if there are not State funds. Let me know when you may be available to chat. I can also send over signed Sanilac agreements for further reference. Kim

Kimberly Singh, M.A., C.H.E.S.
 Director of Community and Governmental Affairs



My Community Dental Centers
 621 New St.
 Stanton, MI 48888
 Phone: 616-225-6144
www.mydental.org

The IGT is actually a match for the Medicaid billings, you get your money back but it also has to available for the quarterly match so it does tie up the funds.

Kim thinks that if we want to see a clinic, then we should travel to the Howell Clinic as it would be closer to the type of clinic they would be looking to build in Tuscola. Would you like me to set something up is so for how many people on your end? Deb Cook and I would go on behalf of the health department.

Ann Hepfer
 Health Officer for:

Tuscola County Health Department
 1309 Cleaver Rd

Huron County Health Department
 1142 S. Van Dyke Rd

Suite B,
Caro, MI 48723
Phone: 989-673-8117
Fax: 989-673-7490

Bad Axe, MI 48413
Phone: 989-673-8117
Fax 989-269-4181

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Like HCHD on Facebook:



When you arise in the morning, think of what a privilege it is to be alive: to breathe, to think, to enjoy, to love. –Marcus Aurelius

Visit us on the Web: www.tchd.us

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Overview MCDC

Overview –

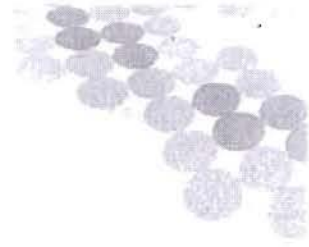
- Non- Profit 501c3 established in 2006, celebrated 10th anniversary in 2016
- Currently operate 36 dental centers throughout the state on behalf of local health departments
- Focus on serving those enrolled in Medicaid and low-income uninsured- augmenting existing safety net providers
- Mission – To improve the lives of our patients and enhance community health by setting the highest standard of oral health care
- As of August 2017, statewide staff consists of 415
- Proven record of accomplishment – Centers have been sustainable and successful in increasing access to quality dental care
- Organizational strengths: clinical expertise, efficiencies through technology, centralization of administrative functions, focus on continuous quality improvement
- In 2016, over 91,000 unduplicated patients served with over 223,000 visits
- Established sliding fee schedule, confirming commitment to low- income uninsured and expanding their ability to receive services

Our Commitment –

- Expand services to meet the needs of Medicaid and low-income residents throughout the State of Michigan via partnerships with local health departments and other community partners
- Providing a cost-containing structure aimed at maximizing resources and sustainability
- Provide professional, compassionate and exceptional care – overall Press Ganey patient satisfaction rating of 90
- Provide a dental home, helping individuals and families achieve better health and productive/contributing lives

Tuscola County Medicaid Data –

- Total Medicaid enrollment as of March 2017 – 10,667
- 5,573 – 18 years old and under
- 5,094 – 19 years and older
- Healthy Michigan Plan enrollment as of April 2017 – 3,875
- Only 24.4 of adults enrolled in traditional Medicaid had one or more dental visits in 2016, and 16.6% had a preventive dental visit
- In 2015, 2,502 children (approx.. 45%) enrolled in Medicaid (Healthy Kids Dental) had a least one dental visit
- 6.9% of children enrolled in Medicaid under age two, had at least one dental visit in 2015. American Academy of Pediatrics recommends children see a dentist by age one.



Massive Transformative Purpose (MTP)- To improve the lives of our patients and enhance community health MCDC will grow to serve 200,000 patients by 2020

With the addition of 1.55M in state funding in FY2017, MCDC has been able to expand partnerships with numerous health departments increasing access to care for Medicaid and low-income residents. This funding will result in 10-12 new dental centers opening throughout the state. When these centers reach full capacity they will serve approximately 25,000 unduplicated persons annually and create 60-75 new jobs. This state funding also draws Federal Medicaid matching funds. Continued state funds are necessary in FY 18 to maintain required match and continue new center growth resulting in increased access to dental care for Medicaid and low income residents.

Total unduplicated patients served in all MCDC centers in 2016 was 91,907; up from 81,569 in 2015

83% of all patients served were enrolled in Medicaid

New centers –

- Allegan
- Coldwater
- Roscommon
- Engadine (UP)
- Sturgis
- Saginaw
- Warren –
- Cedar Springs- June
- Ionia – July
- Spalding (UP) expansion September
- Genesee- pending
- Battle Creek – pending

New center selection is based on a number of factors including Medicaid/Healthy Michigan Plan enrollment, willingness and interest of county/health department to partner with MCDC, presence of existing safety net providers or lack thereof, HPSA score, and facility/practice availability

For additional information please contact Kimberly Singh, M.A., CHES, Director of Community and Governmental Affairs – ksingh@mydental.org; 231-437-4769.

**SERVICES AGREEMENT
BETWEEN
TUSCOLA COUNTY HEALTH DEPARTMENT
AND
MY COMMUNITY DENTAL CENTERS**

This Services Agreement (this "**Agreement**") is formed between the Tuscola County Health Department, a single county health department located in Caro, Michigan (the "**Health Department**"), and My Community Dental Centers, Inc., a Michigan non-profit corporation ("**MCDC**") (each individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

WHEREAS, the Health Department has been created pursuant to Michigan Public Health Code (PA 368 of 1978, as amended) ("**MPHC**"); and

WHEREAS, pursuant to MPHC § 333.2433(1), the Health Department has the purpose of endeavoring to prevent disease, prolong life, and promote the public health through organized programs, including the prevention and control of health problems of particularly vulnerable population groups and the development of health care facilities and health services delivery systems; and

WHEREAS, pursuant to the MPHC §§ 333.2433 and 333.2473 the Health Department must provide or demonstrate the provision of certain health services and may work with community partners as necessary or appropriate to provide such services; and

WHEREAS, dental health for the underserved has been identified as a priority health service by the State of Michigan; and

WHEREAS, MCDC is a nonprofit corporation, exempt from federal income tax under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, which was formed to efficiently provide certain dental center services to underserved individuals for local health departments throughout Michigan; and

WHEREAS, the Health Department wishes to enter into an agreement with MCDC and MCDC wishes to enter into an agreement with the Health Department, pursuant to which MCDC will provide dental center services focused on meeting the needs and demands of the underserved who reside within the Community through a Public Dental Center Program at one or more clinic locations in Sanilac County, Michigan.

NOW THEREFORE, the Parties agree as follows:

1. PUBLIC DENTAL CLINIC PROGRAM AND SERVICES

MCDC and the Health Department will work in partnership to establish and administer a program for the purpose of meeting the dental health needs of the underserved within the Sanilac County community (the "**Community**") and pursuant to the Health Department's powers and duties to prevent disease and promote the public health (the "**Public Dental Center Program**"). The Parties will coordinate their efforts so as to administer the Public Health Dental Center Program as follows:

A. **Dental Center Services.** MCDC will provide the dental center services described in Schedule A to this Agreement (the "**Dental Center Services**"), to underserved adults and children in the Community at the clinic location(s) listed in Schedule B to this Agreement (the "**Public Dental Center Location(s)**"), which will be updated as needed to incorporate any new locations. MCDC will not limit or turn-away patients based on their having health coverage through Michigan Medicaid Fee-for-Service or an inability to pay.

B. **Administration Services.** The Health Department will administer Dental Center Services, as health care services offered by the Health Department through MCDC, by overseeing, coordinating, and contributing to the Public Dental Center Program as outlined in Schedule C to this Agreement (the "**Administration Services**").

C. **Outreach & Education Services.** The Health Department will provide certain public health outreach and education services, as described in Schedule D to this Agreement ("**Public Outreach & Education Services**").

2. **TERM OF AGREEMENT**

This Agreement will commence on the _____ day of _____, 2017, (the "**Effective Date**"), and unless terminated as authorized in Section 3 of this Agreement, shall continue until the earlier of the following dates (the "**Term**"): (i) the date on which the non-Federal share of the Medicaid Public Dental Clinic Enhanced Reimbursement Rate payments for Dental Center Services provided under this Agreement are no longer funded by the State of Michigan; (ii) five (5) years from the Effective Date; or (iii) the date on which MCDC no longer provides Dental Center Services in Sanilac County. The parties, upon mutual written agreement, may elect to extend this Agreement for an additional five (5) year period.

3. **TERMINATION**

Prior to the end of the Term, this Agreement may be terminated as follows:

A. By the Health Department, in its discretion, if MCDC is found to have defaulted in any term of this Agreement or violated the State of Michigan Dental Practice Act or applicable Medicaid laws or regulations, subject to the following procedure. If the Health Department has objectively reasonable evidence that MCDC is not meeting its performance standard or is in breach of this Agreement, then the Health Department shall notify MCDC in writing and state in detail the basis for its conclusions. If the failure/breach is correctable and MCDC has not corrected the failure/breach within 60 days then the Health Department may terminate this Agreement by delivering at least 30 days written notice of termination to MCDC. MCDC shall not repeat the same correctable failure in performance within 90 days after receiving notice of such failure/breach. The repetition of such failure/breach within the 90 day period may serve as a basis for the Health Department to terminate this agreement within 30 days written notice to MCDC.

B. By MCDC, in its discretion, by delivering a written notice of termination to the Health Department if there is a decrease in Medicaid reimbursement from the amount of reimbursement or funding that is anticipated under the Michigan Medicaid State Plan in effect on the Effective Date, or if MCDC becomes ineligible or unable, for any reason, to bill for and/or

receive such reimbursement or funding for Dental Center Services. The notice shall state the effective date of the termination;

C. By MCDC, in its discretion, by delivering a written notice of termination to the Health Department if the conduct of the Health Department or any of their officials, employees, contractors, or agents materially inhibit MCDC's (i) ability to ensure that Dental Center Services are delivered in accordance with appropriate professional standards, (ii) effectively operate the Public Dental Center Location(s), and/or (iii) provide Dental Center Services in accordance with all applicable laws and regulations. Such notice from MCDC must specify the offending conduct and allow the Health Department 60 days to correct such conduct. If MCDC determines that the offending actions or conduct have not been corrected after the end of the 60 day period, MCDC may terminate this Agreement by delivering written notice of termination to the Health Department, which will be effective on the date specified in the notice; or

D. If any agreement entered into by a Party or between the Parties to lease a premises or other space to serve as a Public Dental Center Location is terminated, for any reason, then this Agreement is also terminated if there is, upon the termination of such lease, no existing or planned Public Dental Center Location. If, however, there is at least one Public Dental Center Location or a planned Public Dental Center Location upon the termination of such lease, if any, then this Agreement will continue in full force and effect except with respect to the Public Dental Center Location(s) where MCDC's right or license to occupy the Public Dental Center Location(s) has been terminated.

4. PAYMENT FOR SERVICES

A. MCDC will submit claims and bill for Dental Center Services utilizing its own provider identification number(s) and will be responsible for collecting all payments for such services from the entities it bills. MCDC retains all rights to receivables related to Dental Center Services, including any enhanced rate payments.

B. For Public Outreach & Education Services, MCDC will pay to the Health Department an annual amount equal to Eight thousand dollars (\$8,000) (the "**Public Outreach & Education Services Fees**"). The Public Outreach & Education Services Fees will be paid on a quarterly basis, with payments commencing on or after the first date on which MCDC begins providing Dental Center Services, as mutually agreed to by the Parties.

C. Funds generated in excess of costs, in part, will be used to create, administer, and report activity to the Health Department, and to support a sliding fee schedule to support the cost of care for those individuals who qualify by parameters established by MCDC.

5. MANAGEMENT REPORTS

MCDC shall provide (a) quarterly summary management reports reflecting the number of individuals served and the amounts and types of care furnished; and (b) such additional information available from MCDC as the Health Department may reasonably request from time to time.

6. EFFECT OF TERMINATION

In the event that this Agreement terminates on the date described at Section 2(i) of this Agreement, the Contingent Public Dental Center Program Agreement entered into between the Parties and attached to this Agreement at Appendix I (the "Contingent Agreement") between the Parties will automatically go into effect, in accordance with the terms of that Agreement. The Parties agree to uphold any of their respective obligations under this Agreement which extend beyond the Term, including records retention and reporting requirements.

7. RECORDS RETENTION

The Parties shall maintain or require the maintenance of books and records for at least six (6) years subsequent to the termination of this Agreement, and that all such books and records shall be subject to audit and inspection by agents and representatives of the State of Michigan, the United States Department of Health and Human Services, the Social Security Administration, or as otherwise authorized by law.

8. RECORDS AND REPORTS; CONFIDENTIALITY

A. All data, records and information compiled, created or obtained by MCDC or its agents in the course of providing Dental Center Services shall remain the property of MCDC and shall not be disclosed by MCDC or its agents, other than as necessary in its performance of this Agreement or as otherwise required by law.

B. Each Party shall assure, and shall require its employees and contractors to assure that all medical records and other medical or health information obtained or retained in the performance of this Agreement shall be held in strict confidence and shall be released only in accordance with applicable state and federal law, including without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and any regulations promulgated thereunder.

9. INDEPENDENT CONTRACTOR

The relationship of MCDC to the Health Department under this Agreement shall be that of an independent contractor. The Health Department shall not be liable for amounts due under any subcontracts entered into by MCDC in connection with the Dental Center Services.

Further, employees of MCDC (or of any subcontractor of MCDC) shall not be considered to be agents or employees of the Health Department, and employees of the Health Department (and any of the Health Department's affiliates and contractors) shall not be considered to be agents or employees of MCDC, or of any subcontractor of MCDC, for any purpose whatsoever, including but not limited to, federal, state, county, and local income taxes; social security tax; worker's compensation contributions; unemployment tax; Medicare tax; and any other payroll-based tax.

10. INSURANCE & LIABILITY

A. MCDC will maintain professional liability insurance for its employees or contractors who provide professional Dental Center Services at the Public Dental Center

Location(s), and general liability insurance covering MCDC's operations at the Public Dental Center Location(s).

B. To the extent permitted by law, each Party will indemnify and hold harmless the other Party and its board of directors, officers, and employees from that portion of any demands, claims, actions, causes of action, assessments, losses, suits, judgments, damages, liabilities, costs and expenses (including, without limitation, the reasonable fees and expenses of attorneys, expert witnesses, and consultants) which arise or are asserted against, or are imposed upon or incurred by such party, resulting from, relating to, or arising out of any act or omission in performing obligations undertaken pursuant to this Agreement or applicable law; provided, however, that nothing herein may be construed as a waiver of any governmental immunity that is provided to the Health Department or its employees, elected officials, agents, and volunteers by statute or controlling court decisions. Each Party's indemnification obligation is expressly conditioned on it receiving notice of any claim for which indemnification is sought and shall not arise until such notice is received by it. Such Party shall then have the right to select counsel and control the settlement or other disposition of any such claim, and any party seeking indemnification shall cooperate fully with such indemnifying Party in the defense and handling of such claim.

11. DISCRIMINATION PROHIBITED

No Party shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (42 USCA § 12101 et seq.) as amended, and the regulation promulgated thereunder.
- D. Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, and regulations promulgated thereunder.
- E. The Age Discrimination in Employment Act of 1967, P.L. 90-202, 88 Stat. 75, as amended and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement and in the event either Party is found not to be in compliance with this section, the non-breaching Party may terminate this Agreement, effective as of the date of delivery of written notification to the breaching Party.

12. MERGER AND INTEGRATION

This Agreement expresses the final understanding of the Parties regarding the obligations and commitments which are set forth herein, and supersedes all prior and contemporaneous negotiations, discussions, understandings, and agreements between them relating to the services, representations and duties which are articulated in this writing.

13. NOTICES

All notices, requests, and other communications hereunder shall be in writing (which may include facsimile communications) and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; (c) delivered by receipted overnight delivery service; or (d) delivered by facsimile transmission if such fax is confirmed immediately thereafter by also mailing a copy of such notice, request, or other communication by certified United States Mail, return receipt requested, postage pre-paid, as follows:

If to the Health Department:

with a copy to:

XXXXXXXXXXXX
Tuscola County Health Department
1309 Cleaver Road #B
Caro, MI 48723
Telephone: (989) 673-8814
Fax: (989) XXX-XXXX

Attn: _____
Telephone: (____) _____
Fax: (____) _____

If to MCDC:

with a copy to:

My Community Dental Centers
Attn: Gregory Heintschel
One Water Street, Suite 200
Boyne City, MI 49712
Phone: (231) 547-7646
Fax: (231) 582-2967

Quarles & Brady LLP
Attn: Kristen L. Gentry, Esq.
135 N. Pennsylvania St., Suite 2400
Indianapolis, IN 46204
Phone: (317) 957-5000
Kristen.Gentry@quarles.com

or such substituted address or person as either Party has given to the other in writing.

14. HEADINGS

The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

15. SEVERABILITY

In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof)

had never been contained herein. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because of the provision's scope, duration, or other factor, then such provision shall be considered divisible and the court making such determination shall have the power to reduce or limit such scope, duration, or other factor or to reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable against any Party hereto in its reformed, reduced, or limited form; provided, however, that a provision shall be enforceable in its reformed, reduced, or limited form only in the particular jurisdiction in which a court of competent jurisdiction makes such determination.

16. GOVERNING LAW

This Agreement (including, without limitation, any and all demands, controversies, claims, actions, causes of action, suits, proceedings, and litigation between the Parties hereto arising out of or relating to this Agreement or its breach, the construction of its terms, or the interpretation of the rights and duties of the Parties) shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law provisions, principles, or rules (whether of the State of Michigan or any other jurisdiction) that would cause the application of any laws of any jurisdiction other than the State of Michigan.

17. JURISDICTION AND VENUE

The Parties hereby agree that all demands, controversies, claims, actions, causes of action, suits, proceedings, and litigation relating to or arising out of this Agreement shall be brought to federal court or state court, as appropriate dependent upon the claim, and venue for such action shall be in either the Federal Judicial District of Michigan, Eastern District, Northern Division, or the Sanilac County Circuit Court. In this regard, the Parties hereby (a) agree that venue shall be such courts, as applicable, (b) irrevocably consent to the jurisdiction and venue of such courts, and (c) irrevocably waive any claim of inconvenient forum if any such demand, controversy, claim, action, cause of action, suit, proceeding, or litigation has been filed, brought, or made in any such courts.

18. WAIVER

The Parties hereto may, by a writing signed by all of the Parties hereto, waive the performance by any Party of any of the provisions to be performed by such Party under this Agreement. The failure of any Party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any Party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

19. CONSTRUCTION

This Agreement is the product of negotiation by the Parties hereto and shall be deemed to have been drafted by such Parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either Party.

20. REGULATORY COMPLIANCE

The Parties agree that this Agreement is intended to comply with all local, state and federal laws, regulations, and policies. If any provision of this Agreement is believed by either Party, acting in good faith, to be materially in violation of the law the Parties shall attempt in good faith to amend this Agreement, if possible, to conform to the law.

21. ACCESS TO RECORDS

The Omnibus Reconciliation Act of 1980 (Public Law 96-499) (the "Act") provides for access to the books and records of subcontractors of Medicare providers by the Secretary of Health and Human Services and the Comptroller General. Specifically, Section 952 of the Act prohibits payments under Medicare for services furnished for a provider by any of its subcontractors, where the cost or value of the contract over twelve (12) months is Ten Thousand and No/100 Dollars (\$10,000.00) or more, unless such contract contains a provision allowing the Secretary of Health and Human Services and Comptroller General access to the contract, as well as books, documents, and records of the subcontractors which are necessary to verify the costs of the services under the contract. Access must be provided for four (4) years after the provision of services. The Parties therefore agree to provide such access, as applicable.

All books and records related to this Agreement shall be subject to audit and inspection by agents and representatives of the State of Michigan and the federal government, when appropriate.

The provisions of this Section 15 shall survive termination of this Agreement.

22. CONSENTS

Whenever this Agreement provides for the consent or approval of the Health Department and/or MCDC, such consent or approval shall not be unreasonably withheld.

23. NOTHIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon, or to give to, any person or organization other than the Health Department or MCDC any right, remedy or claim under this Agreement as a third party beneficiary.

24. ASSIGNMENT

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. The preceding sentence shall not, however, prevent the Health Department or MCDC from entering into subcontracts to enable it to carry out its obligations under this Agreement.

25. MODIFICATION OF AGREEMENT

Modifications, or amendments to this Agreement may be made only by written amendment signed by authorized representatives of the Parties to this Agreement.

26. SIGNATURES

The Health Department and MCDC by and through their duly authorized representatives have executed and delivered this Agreement. Each person signing this Agreement on behalf of a Party represents that he or she has full authority to execute and deliver this Agreement on behalf of that Party.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the one in the same instrument.

By their signatures below, the Parties hereto have entered into this Agreement to be effective as of the Effective Date.

THE TUSCOLA COUNTY HEALTH DEPARTMENT:

By: _____
###Name Needed####
Health Officer

MY COMMUNITY DENTAL CENTERS, INC.

By: _____
By: Gregory P. Heintschel, DDS, MBA
Its: President and CEO

Schedule A

Dental Center Services

MCDC will provide, through employees or contractors, the following services under this Agreement:

- A. Primary dental services that are typically delivered by a general dental practitioner, including, but not limited to, the prevention, treatment, and control of periodontal disease and dental caries and other similar services provided in the usual practice of dentistry;
- B. Completion of all claims and billing of claims (through an electronic medical records and billing system developed by MCDC) for services furnished to patients;
- C. Collection of fees for services from the Michigan Department of Health & Human Services and private payers;
- D. Management of revenues to ensure the payment of all costs associated with on-going operations at Public Dental Center Location(s); and
- E. Administration of compensation and benefits for MCDC employees who provide Dental Center Services covered by this Agreement.

Schedule B

Public Dental Center Locations

A. To be determined

This Schedule B has been updated on _____, _____ with the consent of both Parties, evidenced by their signature below.

By the Health Dept: _____

Its: _____

By MCDC: _____

Its: _____

Schedule C

Administration Services

The Health Department will administer the Public Dental Center Program with MCDC by overseeing, coordinating, and contributing to the Public Dental Center Program as follows:

- A. Appoint one qualified employee, staff member, official, or contractor performing services for the Health Department to serve as the Health Department's "qualified individual" representative on a committee composed of representatives from various local health departments established for the purpose of advising MCDC's Board of Directors with respect to MCDC's Public Dental Center programs in Michigan (the "Advisory Council"). To be a "qualified individual," as that term is used in this Section A, the individual must be willing and able to serve on MCDC's Board of Directors as a Community Director if such representative is appointed to do so by the Advisory Council.
- B. Provide oral health screening, education and/or referrals in WIC, MIHP, and other health department programs.
- C. Link Health Department clients with a dental home by providing referrals to Public Dental Center Program Location(s).
- D. Promote Dental Center Services via outreach to schools, community based organizations, and at community events.
- E. Assure presence of dental center information on the Health Department's website, social media, and other promotional materials.
- F. Participate in MCDC-directed discussions, workgroups, and projects that focus on expanding oral healthcare initiatives in the Community.
- G. Monitor the delivery of dental services in the Community through routine patient service reports provided by MCDC.
- H. Assist with Local/Regional program and policy development.

Schedule D

Public Education & Outreach Services

The Health Department will perform the following services in accordance with this Agreement:

- A. Serve as a resource to assist other community organizations to facilitate Medicaid, Healthy Kids and Healthy Michigan Plan enrollment and coordination of dental home.

APPENDIX 1

CONTINGENT AGREEMENT

[Contingent Agreement attached beginning on the next page.]

**CONTINGENT PUBLIC DENTAL CENTER PROGRAM AGREEMENT BETWEEN
TUSCOLA COUNTY HEALTH DEPARTMENT
AND
MY COMMUNITY DENTAL CENTERS**

This Contingent Public Dental Center Program Agreement (the "**Agreement**") is entered into by the Tuscola County Health Department, a single county health department located in Caro, Michigan (the "**Health Department**") , and My Community Dental Centers, Inc., a Michigan non-profit corporation ("**MCDC**"), (each individually referred to as a "**Party**" and collectively referred to as the "**Parties**") on _____, 2017.

RECITALS

WHEREAS, the Health Department has been created pursuant to Michigan Public Health Code (PA 368 of 1978, asamended) ("MPHC"); and

WHEREAS, pursuant to MPHC § 333.2433(1), the Health Department has the purpose of endeavoring to prevent disease, prolong life, and promote the public health through organized programs, including the prevention and control of health problems of particularly vulnerable population groups and the development of health care facilities and health services delivery systems; and

WHEREAS, pursuant MPHC §§ 333.2433 and 333.2473 the Health Department must provide or demonstrate the provision of certain health services and may enter into contracts necessary or appropriate to provide such services; and

WHEREAS, dental health for the underserved has been identified as a priority health service by the State of Michigan; and

WHEREAS, MCDC is a nonprofit corporation, exempt from federal income tax under Section 501(a) of the Code, as an organization described in Section 501(c)(3) of the Code, which was formed to efficiently provide certain dental center services to underserved individuals for local health departments throughout Michigan; and

WHEREAS, the Health Department wishes to enter into an arrangement with MCDC pursuant to which MCDC will provide dental center services for the community focused on meeting the needs and demands of the underserved who reside within the community on behalf of the Health Department at one or more clinic locations in Tuscola County, Michigan.

NOW, THEREFORE, in consideration of the matters described in the above recitals and the covenants and agreements set forth below, the Health Department and MCDC agree as follows:

1. PUBLIC DENTAL CLINIC PROGRAM AND SERVICES

MCDC and the Health Department will jointly establish and administer a program for the purpose of meeting the dental health needs of the underserved within the Tuscola County community (the "Community") and pursuant to the Health Department's powers and duties to prevent disease and promote the public health (the "Public Dental Center Program"). The Parties will administer the Public Dental Center Program as follows:

A. **Dental Center Services.** MCDC agrees to provide certain dental centers services, as described in Schedule AA to this Agreement (the "Dental Center Services"), to underserved adults and children in the Community at the clinic location(s) listed in Schedule BB to this Agreement (the "Public Dental Center Location(s)"), which will be updated as needed to incorporate any new locations. MCDC shall not limit or turn-away patients based on their having health coverage through Michigan Medicaid Fee-for-Service or an inability to pay.

B. **Administration Services.** The Health Department will administer Dental Center Services as health care services offered by the Health Department through MCDC by overseeing, coordinating, and contributing to the Public Dental Center Program as outlined in Schedule CC to this Agreement (the "Administration Services").

C. **Outreach & Education Services.** The Health Department will provide certain public health outreach and education services, as described in Schedule DD to this Agreement ("Public Outreach & Education Services").

2. TERM OF AGREEMENT

This Agreement shall commence immediately upon the end of the term as provided for under Section 2(i) of the Services Agreement entered into between the Parties and, unless terminated as authorized in Section 3 of this Agreement, shall continue until the earlier of the following dates (the "Term"): (i) five (5) years from the Effective Date of the Services Agreement; or (ii) the date on which MCDC no longer provides Dental Center Services in Tuscola County. The parties, upon mutual written agreement, may elect to extend this Agreement for an additional five year period.

3. TERMINATION

Prior to the end of the Term, this Agreement may be terminated only as follows:

A. By the Health Department, in its discretion, if MCDC is found to have defaulted in any term of this Agreement or violated the State of Michigan Dental Practice Act or applicable Medicaid laws or regulations, subject to the following procedure. If the Health Department has objectively reasonable evidence that MCDC is not meeting its performance standards, or is in breach of this Agreement, then the Health Department shall notify MCDC in writing and state in detail the basis for its conclusions. If the failure/breach is correctable and MCDC has not corrected the failure in performance within 60 days, then the Health Department may terminate this Agreement by delivering at least 30 days written notice of termination to MCDC. , MCDC shall not repeat the same correctable failure in performance within 90 days after receiving notice of such failure/breach. The repetition of such failure within the 90 day period may serve as a basis for the

Health Department to terminate this Agreement upon 30 days written notice to MCDC;

B. By MCDC, in its discretion, by delivering a written notice of termination to the Health Department if there is a decrease or reduction in Medicaid reimbursement from the amount of reimbursement or funding that is anticipated under the Michigan Medicaid State Plan in effect on the Effective Date, or if MCDC becomes ineligible or unable, for any reason, to bill for and/or receive such reimbursement or funding for Dental Center Services. The notice shall state the effective date of the termination;

C. By MCDC, in its discretion, by delivering a written notice of termination to the Health Department if the conduct of the Health Department or any of its officials, employees, contractors, or agents materially inhibit MCDC's (i) ability to ensure that Dental Center Services are delivered in accordance with appropriate professional standards, (ii) effectively operate the Public Dental Center Location(s), and/or provide Dental Center Services in accordance with all applicable laws and regulations. Such notice from MCDC must specify the offending conduct and allow the Health Department 60 days to correct such conduct. If MCDC determines that the offending actions or conduct have not been corrected after the end of the 60 day period, MCDC may terminate this Agreement by delivering written notice of termination to the Health Department, which will be effective of the date specified in the notice; or

D. If any agreement entered into by a Party or between the Parties to lease a premises or other space to serve as a Public Dental Center Location is terminated, for any reason, then this Agreement is also terminated if there is, upon the termination of such lease, no existing or planned Public Dental Center Location. If, however, there is at least one Public Dental Center Location or a planned Public Dental Center Location upon the termination of such lease, if any, then this Agreement will continue in full force and effect except with respect to the Public Dental Center Location(s) where MCDC's right or license to occupy the Public Dental Center Location(s) has been terminated.

4. PAYMENT FOR SERVICES

A. MCDC will submit claims and bill for Dental Center Services utilizing its own provider identification number(s) and will be responsible for collecting all payments for such services from the entities it bills. MCDC retains all rights to receivables related to Dental Center Services, including any enhanced rate payments.

B. MCDC will compensate the Health Department for providing Public Outreach & Education Services by making payments to the Health Department as stated in Schedule EE of this Agreement ("**Public Outreach & Education Services Fees**"), which may be updated annually or as needed with the consent of both Parties. Unless otherwise stated in Schedule EE, the Public Outreach & Education Services Fees will be paid on a quarterly basis, with payments commencing no later than one year after the start of Public Dental Center operations.

C. Funds generated in excess of costs, in part, will be used to create, administer, and report activity to the Health Department, and to support a sliding fee schedule to support the cost of care for those individuals who qualify by parameters established by MCDC.

5. MANAGEMENT REPORTS

MCDC shall provide (a) quarterly summary management reports reflecting the number of individuals served and the amounts and types of care furnished; and (b) such additional information available from MCDC as the Health Department may reasonably request from time to time.

6. OBLIGATIONS UPON TERMINATION

It is expressly understood and agreed by the Parties hereto that all obligations of the Parties to this Agreement which extend beyond the completion date of the services to be rendered under this Agreement shall survive said completion and remain in full force and effect for the time set for the performance of said obligations, including records retention and reporting requirements.

7. RECORDS RETENTION

The Parties shall maintain or require the maintenance of books and records for at least six (6) years subsequent to the termination of this Agreement, and that all such books and records shall be subject to audit and inspection by agents and representatives of the State of Michigan, the United States Department of Health and Human Services, the Social Security Administration, or as otherwise authorized by law.

8. RECORDS AND REPORTS; CONFIDENTIALITY

A. All data, records and information compiled, created or obtained by MCDC or its agents in the course of providing Dental Center Services shall remain the property of MCDC and shall not be disclosed by MCDC or its agents, other than as necessary in its performance of this Agreement or as otherwise required by law.

B. Each Party shall assure, and shall require its employees and contractors to assure that all medical records and other medical or health information obtained or retained in the performance of this Agreement shall be held in strict confidence and shall be released only in accordance with applicable state and federal law, including without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**") and any regulations promulgated thereunder.

9. INDEPENDENT CONTRACTOR

The relationship of the MCDC to the Health Department under this Agreement shall be that of an independent contractor. The Health Department shall not be liable for amounts due under any subcontracts entered into by MCDC in connection with the Dental Center Services. Further, employees of MCDC (or of any subcontractor of MCDC) shall not be considered to be agents or employees of the Health Department, and employees of the Health Department (or of any Health Department affiliate or contractor) shall not be considered to be agents or employees of MCDC, or of any subcontractor of MCDC, for any purpose whatsoever, including but not limited to, federal, state, county, and local income taxes; social security tax; worker's compensation contributions; unemployment tax; Medicare tax; and any other payroll-based tax.

10. INSURANCE & LIABILITY

A. MCDC will maintain professional liability insurance for its employees or contractors who provide professional Dental Center Services at the Public Dental Center Location(s), and general liability insurance covering MCDC's operations at the Public Dental Center Location(s).

B. To the extent permitted by law, each Party will indemnify and hold harmless the other Party and its board of directors, officers, and employees from that portion of any demands, claims, actions, causes of action, assessments, losses, suits, judgments, damages, liabilities, costs and expenses (including, without limitation, the reasonable fees and expenses of attorneys, expert witnesses, and consultants) which arise or are asserted against, or are imposed upon or incurred by such party, resulting from, relating to, or arising out of any act or omission in performing obligations undertaken pursuant to this Agreement or applicable law; provided, however, that nothing herein may be construed as a waiver of any governmental immunity that is provided to the Health Department or its employees, elected officials, agents, and volunteers by statute or controlling court decisions. Each Party's indemnification obligation is expressly conditioned on it receiving notice of any claim for which indemnification is sought and shall not arise until such notice is received by it. Such Party shall then have the right to select counsel and control the settlement or other disposition of any such claim, and any party seeking indemnification shall cooperate fully with such indemnifying Party in the defense and handling of such claim.

11. DISCRIMINATION PROHIBITED

No Party, shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (42 USCA § 12101 et seq.) as amended, and the regulation promulgated thereunder.
- D. Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, and regulations promulgated thereunder.
- E. The Age Discrimination in Employment Act of 1967, P.L. 90-202, 88 Stat. 75, as amended and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement and in the event either Party is found not to be in compliance with this section, the non-breaching Party may terminate this Agreement, effective as of the date of delivery of written notification to the breaching Party.

12. MERGER AND INTEGRATION

This Agreement expresses the final understanding of the Parties regarding the obligations and commitments which are set forth herein, and supersedes all prior and contemporaneous negotiations, discussions, understandings, and agreements between them relating to the services, representations and duties which are articulated in this writing.

13. NOTICES

All notices, requests, and other communications hereunder shall be in writing (which may include facsimile communications) and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; (c) delivered by receipted overnight delivery service; or (d) delivered by facsimile transmission if such fax is confirmed immediately thereafter by also mailing a copy of such notice, request, or other communication by certified United States Mail, return receipt requested, postage pre-paid, as follows:

If to the Health Department: with a copy to (which shall not constitute notice):

Bryant Wilke, R.S., M.P.H.
Tuscola County Health Department
1309 Cleaver Road #B
Caro, MI 48723
Telephone: (989) 673-8814
Fax: (989) XXX-XXXX

Attn: _____
Telephone: (____) _____
Fax: (____) _____

If to MCDC: with a copy to:

My Community Dental Centers
Attn: Gregory Heintschel
One Water Street, Suite 200
Boyne City, MI 49712
Phone: (231) 547-7646
Fax: (231) 582-2967

Quarles & Brady LLP
Attn: Kristen L. Gentry, Esq.
135 N. Pennsylvania St., Suite 2400
Indianapolis, IN 46204
Phone: (317) 957-5000
Kristen.Gentry@quarles.com

or such substituted address or person as either Party has given to the other in writing.

14. HEADINGS

The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

15. SEVERABILITY

In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because of the provision's scope, duration, or other factor, then such provision shall be considered divisible and the court making such determination shall have the power to reduce or limit such scope, duration, or other factor or to reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable against any Party hereto in its reformed, reduced, or limited form; provided, however, that a provision shall be enforceable in its reformed, reduced, or limited form only in the particular jurisdiction in which a court of competent jurisdiction makes such determination.

16. GOVERNING LAW

This Agreement (including, without limitation, any and all demands, controversies, claims, actions, causes of action, suits, proceedings, and litigation between the Parties hereto arising out of or relating to this Agreement or its breach, the construction of its terms, or the interpretation of the rights and duties of the Parties) shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law provisions, principles, or rules (whether of the State of Michigan or any other jurisdiction) that would cause the application of any laws of any jurisdiction other than the State of Michigan.

17. JURISDICTION AND VENUE

The Parties hereby agree that all demands, controversies, claims, actions, causes of action, suits, proceedings, and litigation relating to or arising out of this Agreement shall be brought to federal court or state court, as appropriate dependent upon the claim, and venue for such action shall be in either the Federal Judicial District of Michigan, Eastern District, Northern Division, or the Tuscola County Circuit Court. In this regard, the Parties hereby (a) agree that venue shall be such courts, as applicable, (b) irrevocably consent to the jurisdiction and venue of such courts, and (c) irrevocably waive any claim of inconvenient forum if any such demand, controversy, claim, action, cause of action, suit, proceeding, or litigation has been filed, brought, or made in any such courts.

18. WAIVER

The Parties hereto may, by a writing signed by all of the Parties hereto, waive the performance by any Party of any of the provisions to be performed by such Party under this Agreement. The failure of any Party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any Party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be

construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

19. CONSTRUCTION

This Agreement is the product of negotiation by the Parties hereto and shall be deemed to have been drafted by such Parties. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either Party.

20. REGULATORY COMPLIANCE

The Parties agree that this Agreement is intended to comply with all local, state and federal laws, regulations, and policies. If any provision of this Agreement is believed by either Party, acting in good faith, to be materially in violation of the law the Parties shall attempt in good faith to amend this Agreement, if possible, to conform to the law.

21. ACCESS TO RECORDS

The Omnibus Reconciliation Act of 1980 (Public Law 96-499) (the "Act") provides for access to the books and records of subcontractors of Medicare providers by the Secretary of Health and Human Services and the Comptroller General. Specifically, Section 952 of the Act prohibits payments under Medicare for services furnished for a provider by any of its subcontractors, where the cost or value of the contract over twelve (12) months is Ten Thousand and No/100 Dollars (\$10,000.00) or more, unless such contract contains a provision allowing the Secretary of Health and Human Services and Comptroller General access to the contract, as well as books, documents, and records of the subcontractors which are necessary to verify the costs of the services under the contract. Access must be provided for four (4) years after the provision of services. The Parties therefore agree to provide such access, as applicable.

All books and records related to this Agreement shall be subject to audit and inspection by agents and representatives of the State of Michigan and the federal government, when appropriate.

The provisions of this Paragraph 21 shall survive termination of this Agreement.

22. CONSENTS

Whenever this Agreement provides for the consent or approval of the Health Department and/or MCDC, such consent or approval shall not be unreasonably withheld.

23. NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon, or to give to, any person or organization other than the Health Department or MCDC any right, remedy or claim under this Agreement as a third party beneficiary.

24. ASSIGNMENT

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. The preceding sentence shall not, however, prevent the Health Department or MCDC from entering into subcontracts to enable it to carry out its obligations under this Agreement.

25. MODIFICATION OF AGREEMENT

Modifications, or amendments to this Agreement may be made only by written amendment signed by authorized representatives of the Parties to this Agreement.

26. SIGNATURES

The Health Department and MCDC by and through their duly authorized representatives have executed and delivered this Agreement. Each person signing this Agreement on behalf of a Party represents that he or she has full authority to execute and deliver this Agreement on behalf of that Party with the effect of binding the Party.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the one in the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement to be effective as of the Effective Date.

THE TUSCOLA COUNTY HEALTH DEPARTMENT:

By: _____
###Name Needed####
Health Officer

MY COMMUNITY DENTAL CENTERS, INC.

By: _____
By: Gregory P. Heintschel, DDS, MBA
Its: President and CEO

Schedule AA

Dental Center Services

MCDC will provide, through employees or contractors, the following services under this Agreement:

- A. Primary dental services that are typically delivered by a general dental practitioner, including, but not limited to, the prevention, treatment, and control of periodontal disease and dental caries and other similar services provided in the usual practice of dentistry;
- B. Completion of all claims and billing of claims (through an electronic medical records and billing system developed by MCDC) for services furnished to patients;
- C. Collection of fees for services from the Michigan Department of Health & Human Services and private payers;
- D. Management of revenues to ensure the payment of all costs associated with on-going operations at Public Dental Center Location(s); and
- E. Administration of compensation and benefits for MCDC employees who provide Dental Center Services covered by this Agreement.

Schedule BB

Public Dental Center Locations

A. To be determined

This Schedule BB has been updated on _____, _____ with the consent of both Parties, evidenced by their signature below.

By the Health Dept: _____

Its: _____

By MCDC: _____

Its: _____

Schedule EE

Public Outreach & Education Services Fees

A. Except as otherwise provided in Section B below, the amount of Public Outreach & Education Services Fees due to the Health Department will be based on the amounts identified in the invoices for Public Outreach & Education Services provided by the Health Department to MCDC after each calendar quarter or portion thereof for which payment is due.

B. MCDC will pay to the Health Department the Public Outreach & Education Services Fees promptly upon receipt of the invoice from the Health Department identifying the amount due to the Health Department for the Public Outreach & Education Services performed over the immediately preceding calendar quarter or portion thereof; *provided, however*, that the combined total of such invoices may not exceed One Hundred Thousand [\$100,000.00] per calendar year.

This Schedule EE has been updated on _____, _____ with the consent of both Parties, evidenced by their signature below.

By the Health Dept: _____

Its: _____

By MCDC: _____

Its: _____

mhoagland@tuscolacounty.org

From: Jodi Fetting <jfetting@tuscolacounty.org>
Sent: Thursday, August 10, 2017 3:57 PM
To: Mike Hoagland
Subject: Board of Canvasser Appointment

Mike,

I would like to add to the BOC Agenda on September 14, 2017 the appointment of members to the Board of Canvasser's. I will not be at the meeting on August 31st and would prefer to handle it at the next BOC meeting.

I have received the nominations from the party chairs. They are required to submit 3 nominations no later than September 1, 2017. The vote is required to be by ballot which I will prepare and have ready. The votes will then be read aloud.

Democratic Party - John Hunter, Chair

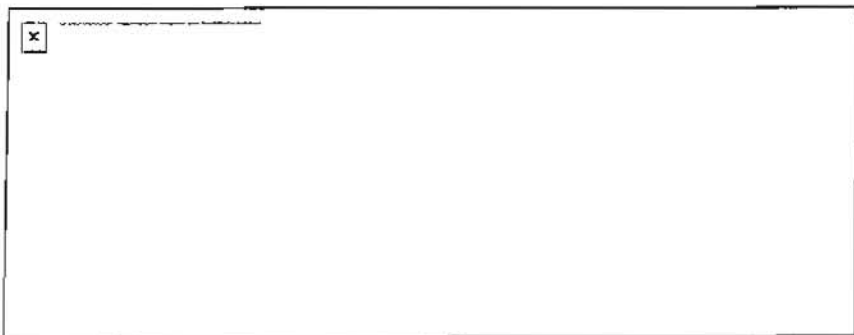
1. Beverly Read
2. Tim Gierman
3. Kathy Gierman

Republican Party - Thomas Wassa, Chair

1. Norma Wallace
2. John Johnson
3. Mitchell Davies

Thank you!

Jodi



Jail Planning Group

Some take backs from the jail planning committee meeting yesterday and tasks for the October 12, 2017 next meeting are as follows:

1. **Plumbing electrical upgrades** are estimated to be 85% complete.
2. **Cell block windows** will not be replaced at this point in time.
3. Jail has recently been running at **capacity**.
4. A major unpredictable variable in the jail budget is **inmate medical costs** which has ranged from \$100,000 to \$350,000.
5. **Highest priority short-term jail needs** that may be requested as part of the 2018 budgeting process were identified by Harris as new control panel, creation of a secured laundry room and new windows for administrative office areas. Costs and other information for these items will be determined and may be incorporated as 2018 capital improvement requests.
6. A **sketch plan and rough cost estimates** for alternative jail expansions and internal upgrades was reviewed. It was noted there are several other plans that were previously prepared over the years by Landmark Architects.
7. Miller and Harris will use all of these plans and **develop a draft new sketch plan** to meet needs including holding cells, handicap cells, limited expansion needs, etc. Eventually this plan will be sent to architects for refinement and cost estimates.
8. Harris will work with DOC to determine if a modest jail expansion could occur without increasing the **number of corrections officers**.
9. As part of the **indigent defense commission plan** development **Harris and Miller will work with Judge Gierhart** to determine what can be done to improve meeting rooms for indigent defense commission with the hope that these costs can be paid by the state.
10. The possibility of creating a **jail capital improvement fund** was discussed. Hoagland will discuss this possibility with the Board of Commissioners. This fund would be used to finance a jail expansion/upgrade plan by building the necessary funds over several years. Transfer of funds to the jail capital improvement fund would attempt to be made annually but first county operational needs and then other capital improvement and equipment needs have to be met. If after meeting these needs a determination would then be made as to whether funds can be transferred to the jail capital improvement fund. Much of the potential to build a jail capital improvement fund depends on additional future wind energy development and the ability of the county to sustain operational costs knowing eventually the amount of revenue received from wind turbines will decline.
11. Hoagland will gather information and determine how much of the **general fund currently escrowed funds** could be transferred to the jail capital improvement fund. Recently, NextEra has dismissed the wind taxation dispute. Before these fund are moved from escrow advice from the county attorney will be requested.

#

mhoagland@tuscolacounty.org

From: Susan Rickwalt-Holder <srrickwalt@tbhs.net>
Sent: Wednesday, September 13, 2017 10:35 AM
To: 'mhoagland@tuscolacounty.org'
Subject: Court House Lawn

Mike can the Tuscola County Suicide Prevention Coalition place yellow pin wheels on the court house lawn with a sign as well. The pin wheels will represent the number of individuals that have completed Suicide in the State of Michigan this year so far. I realize this is a last minute request for the month of September.

Susan R Holder
989.672.3154

Confidentiality Notice: The information or attachments in this electronic communication may have confidential health information that is protected under the Health Insurance Portability and Accountability Act (HIPAA). This information is intended only for the appropriate use of the person or entity named above. If you are not the intended recipient, you are prohibited from reading, disseminating, disclosing or copying the information. If you have received this email in error, please reply to the sender immediately and destroy the information.

DRAFT
Tuscola County Board of Commissioners
Committee of the Whole
Monday, September 11, 2017 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 3 - Kim Vaughan, District 4 - Craig Kirkpatrick, District 5 - Matthew Bierlein

Absent: District 2 - Thomas Bardwell

Also Present: Mike Hoagland, Clerk Jodi Fetting, Judge Amy Grace Gierhart, Mike Miller, Roger Bacon, Steve Cook, Vicky Sherry, Steve Erickson, Angie Daniels, Karen Southgate, Caryn Michalak, Register John Bishop, Clayette Zechmeister, Brian Chapman

Finance

Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

1. **Vassar EDC/TIFA** - Board was presented with an opportunity for an interested party that would like to purchase Grede Foundry due to the Economic Development Corporation (EDC) receiving a grant to be used toward the clean-up project. Matter discussed by Board and interested members present. No action at this time.
2. **Indigent Defense Meeting Webinar September 14, 2017 at Noon** - Judge Gierhart provided an update to the Board regarding the progress of the project and ideas that have been discussed.
3. **Mental Health Planning Grant** - Judge Gierhart explained to the Board what the grant will provide to Tuscola County Courts.
4. **2018 County Budget Development** - Proposed budget worksheets have been distributed to the Department Heads.
5. **Proposal from Company Making Plat Books** - Angie Daniels updated the Board with the response she received from the company that produces the plat books. Board would like input from the 4-H group before proceeding forward.
6. **Indigent Dental Clinic** - Mike Hoagland provided an update. He will try to have more information for Thursday's meeting.
7. **Wind Turbine Development and Assessing/Taxation Dispute** - NextEra dismissed the dispute in Gilford Township project. Matter discussed.
8. **Jail Planning Committee September 11, 2017** - Meeting is scheduled for today.
9. **Certification of County Cost Allocation Plan** - Mike Hoagland updated the Board. Clayette Zechmeister has been working with Jim Olsen on the certification. Mike reviewed the Certificate of Indirect Costs. Matter to be placed on the Consent Agenda.

On-Going and Other Finance

1. Solar Energy - Lapeer County Experience - No update.
2. Continue Review of Road Commission Legacy Costs - Board discussed.
3. Clerk/IT Director Record Storage - Clerk Fetting explained the changes coming regarding e-filing and the retention schedule for court records.
4. Election Equipment - Clerk Fetting updated the Board regarding the distribution of the new election equipment that will be rolled out for the November election.
5. MSU-e Newsletter - Newsletter is showing a new acting Director.

Personnel

Committee Leader-Commissioner Bardwell

1. **Medical Examiner Request to Increase MEI Compensation** - Dr. Bush has requested the pay be increased from \$150.00 to \$190.00 to match what Huron County pays their Medical Examiner. Matter to be placed on the Consent Agenda.
2. **Court Wage Change Request** - Mike Hoagland explained the request received from District Court employees.
3. **Appointment to County Planning Commission** - Ann Westover has submitted an application to be appointed to the Planning Commission. Matter to be placed on the Consent Agenda.
4. **County Planning Commission Vacancy** - Ziggy Dworzdecki notified Mike Hoagland of a resignation on the Planning Commission. Mike Hoagland will forward to Clerk Fetting who resigned from the Commission. Clerk Fetting will need to advertise. Matter to be placed on the Consent Agenda.
5. **Appointment to Board of Canvassers** - Matter tabled to the September 14, 2017 Board meeting.
6. **Refilling Part-Time Custodian Position** - Mike Miller is requesting to advertise for the position. Matter to be placed on the Consent Agenda.
7. **Resolution for Richville Fire Department** - Commissioner Bierlein will work with Mike Hoagland on preparing a resolution.
8. **Proposed Recycling Job Description Change and Compensation Modification** - Mike Miller is requesting a change as his time at the Center is limited to 15 hours per week. There has been times where a manager has been needed when Mike is not at the Center. Matter to be tabled to the September 14, 2017 meeting.

On-Going and Other Personnel

1. Reporting Relationship (Nepotism Policy) - Mike Hoagland is working with the attorneys.
2. Union Negotiations Wage Survey
3. Initiate Turnover and Wage Survey to Minimize Vulnerability to Loss of Critical Positions
4. Update Personnel Policies with Federal Changes such as ACA, Exempt/non-Exempt
5. Review Re-Establishment of Judicial Committee Meetings
6. Review Formation of Quarterly Meetings with Senior Leaders and Road Commissioners
7. Method to Communicate County Concerns to State Senator and Representative

Recessed at 9:48 a.m.
Reconvened at 9:55 a.m.

Building and Grounds
Committee Leaders-Commissioners Young and Vaughan

1. **Vanderbilt Park Improvements** - Budget is in place for the park improvements. Mike Miller provided an update
2. **Picnic Table Bids** - Mike Miller updated the Board regarding the quote received for the picnic table bids and the order needs to be placed by mid-October to have a Spring delivery date. Matter to be placed on the Consent Agenda.

Primary Building and Grounds - Clerk Fetting expressed how much of an improvement there is at the courthouse with the power washing. The restoration company has done a nice job.

On-Going and Other Building and Grounds

1. Service Animals in County Buildings - Mike Hoagland has contacted the attorney regarding the policy. Matter discussed.
2. Jail Plumbing Update - Mike Miller provided an update.
3. Recycling Relocation Next Steps - Next step is to finalize plans.
4. Update 10 Year Capital Improvement Plan
5. Continue Work with Jail Planning Regarding Potential Jail Renovation and Additional Jail Bed Space for Holding Cells and Potential Revenue Generation
6. Implementation of 2017 Budgeted Capital Improvement Projects
7. Fire Safety Planning
8. Security/Safety Committee – Methods to Enhance Security – Next Steps

Other Business as Necessary

1. Human Development Commission (HDC) Link to County Web Site - Mike Hoagland explained request received to the Board. Mike will work with Eean Lee.
2. Former Vassar Foundry - Discussed earlier in the meeting.
3. Dairy Farmers of America – Cass City - Update provided.
4. Dispute with Wind Companies Tax Tribunal Meeting September 18, 2017 - Discussed earlier in the meeting.
5. Caro Dam - Mike Hoagland provided an update.
6. Airport Authority
7. Dispatch Authority Pager Issue
8. State of the Bay September 27, 2017 - Mike Hoagland is planning to attend.
9. Michigan Economic Development Corporation
10. Cass River Greenways
11. Undersheriff Baxter has received a grant to be used toward Tasers.
12. Genesee County Resolution was received regarding the Great Lakes.
13. Mecosta County Resolution was received regarding the MAC Conference location.
14. Road Commission - Mike Hoagland reviewed comments from the 2016 Audit.

Public Comment Period

- Register Bishop addressed the Board regarding the service animal policy.
- Register Bishop has discovered a problem with how maps are being stored currently as they are deteriorating.

Meeting adjourned at 10:34 a.m.

Jodi Fetting
Tuscola County Clerk

August 24, 2017

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, August 24, 2017 at 8:00 A.M.

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

Motion by Parsell seconded by Matuszak that the minutes of the August 10, 2017 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$96,591.66 and bills in the amount of \$750,858.26 covered by vouchers #17-42, #17-43, #17-44, #17-45 and #HRA-50 were presented and audited.

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

Brief Public Comment Segment:
None.

Motion by Parsell seconded by Matuszak to approve the request from the Koylton Township Board to fund the White Creek Road from Denhoff to M-46 limestone and paving project over a two (2) year period. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board reviewed and discussed a letter received from Tuscola County Central Dispatch regarding the Road Commission's emergency contact protocol. After discussion, Management will review other options and report back to the Board.

At 8:30 A.M. the following bids were opened for the Mushroom Road over the Keene Stewart Drain Box Culvert Installation Project:

<u>Bidder</u>	<u>Project Total</u>
Nicol & Sons, Inc.	\$ 108,561.00
Worth Construction, Inc.	113,386.00
Marlette Excavating Company	117,060.50
L.J. Construction, Inc.	119,546.00
Heystek Contracting, Inc.	187,568.00
Anlaan Corporation	227,554.00
Nashville Construction Company	266,603.07

Motion by Parsell seconded by Zwerk that the bids for the Mushroom Road over the Keene Stewart Drain Box Culvert Installation Project be accepted and awarded to the low bidder, Nicol & Sons, Inc. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Matuszak that bid item #71 for Almer Township, and bid item #72 for Koylton Township of the 2017 bituminous resurfacing bids be awarded to the low bidder, Pyramid Paving Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board discussed the issue of dead trees collecting at county bridges along the Cass River. Management will review options for removing the dead trees, and report back to the Board.

The Board further discussed the topic of road damage caused by manure haulers on county roads. The Board reviewed the Michigan Motor Vehicle Code and the Implements of Husbandry.

Director of Finance Michael Tuckey presented to the Board the 2016 Annual Financial Report. After review and discussion, the Board will table approval of the 2016 Annual Financial Report pending the completion of the 2016 Act-51 Reports.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:45 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

September 11, 2017

To the Tuscola County Board of Commissioners:

Thank you, and all of Tuscola County, for the Tuscola County Veterans Affairs Office (VAO). Anna Farris helped me tremendously.

After Vietnam (1971) Veterans Administration (VA), and others such as the VFW, treated us like dirt on a stick.

Early 2016 a member of the American Legion prompted me to check with VA regarding benefits. I checked with the VA Clinic in Bad Axe regarding Hearing Aids receiving a simple explanation that nothing was available due to my income.

I married Eva Rodriguez, who lives in Caro, and a friend in Caro prompted me to investigate the VAO in Caro. WOW, Anna welcomed me on December 19, 2016 and started a 9 month process starting with an immediate "Intent to File" sent to VA. I was scheduled for three medical evaluations. After compiling a massive amount of medical and military records, Anna sent the package to the American Legion for review. I also knew nothing of the American Legion having a review department before submittal to VA.

Shortly after enrollment in the VA system, VA called scheduling appointments and selecting a clinic. The Bad Axe Clinic was my choice and I received a very high level of service: blood testing with an 8 page report, the most comprehensive physical ever from a tremendous Doctor, maintenance shots, and future scheduling.

August 31, 2017 I received a letter from VA stating I will receive monthly monetary compensation for life and that my wife would also benefit. I am scheduled for Hearing Aids and Vision Glasses by VA.

Again thank you, and the citizens of Tuscola County, for such a dedicated Tuscola County Veterans Affairs Office – A Great Team Anna and Mark.



Bud Isel – Vietnam Veteran (Quang Tri)

AKA Joseph Isel, MSgt USAF (Ret)

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