

**DRAFT - Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole**  
**Thursday, March 25, 2010 – 8:00 A.M.**  
**Annex Board Room (207 E. Grant Caro, Mi.)**

**Finance**

Committee Leaders-Commissioner Peterson and Bardwell

**Primary Finance Items**

1. **Energy Grant Administration (See A)**
2. **Potential 2010 General Fund Budget Adjustments to Reduce Reserve Usage – Controller/Administrator**
3. **Animal Control Agreement**
4. **Health Insurance Meeting Schedule 9:00 A.M. and 10:00 A.M.**
5. **Road Patrol and Senior Citizen Millage Renewal Language (See B)**
6. **Toxicology Services Contract (See C)**
7. **Notification to Reconsider and Possibly Rescind Board Motions of 12/08/09 and 12/22/09 Regarding the Number and Electing Road Commissioners (See D)**
8. **Potential Renewal Energy Task Force**

**Secondary/On-Going Finance Items**

1. Treasurer Bank Statement Reconciliation
2. MERS Presentation Scheduled for April 15, 2010 Meeting
3. Recycling Financial Planning Scheduled for April 15, 2010
4. MSUe and District Court Budget Amendments
5. Development of Financial Guidelines for Labor Negotiations
6. Update Regarding Broadband
7. Discussion of Tether Program Potentials – Potential Use of Grant Funds
8. ATM, PayPal, Touch Pay Options for Courthouse – Need to Schedule Meeting Date with Banks
9. MGT and Maximus County-Wide Cost Allocation Plan RFP
10. State Mandate to Consolidate Dispatch Operations – HB 5927
11. Need to Schedule Behavioral Health Audit Presentation
12. Potential 2010 Budget Amendments
  - Probation Officer Position
  - Clerk's Office – Increase in Part-Time General Office Clerk's Hours

**Personnel**

Committee Leader-Commissioners Peterson and Roggenbuck

**Primary Personnel Items**

1. **Request to Increase Hours for Positions Funded Through the Building Strong Families Grant (See E)**
2. **Recycling Business Associate Agreement for Confidential Shredding (See F)**

### Secondary/On-Going Personnel Items

1. Open Meetings Act Discussion for Boards and Commissions – Corporate Council and County Prosecutor
2. Incorporate County Personnel Policies and Other key Personnel Information on the County Web Site
3. Circuit/Family Court Personnel Policies

### **Building and Grounds**

Committee Leader-Commissioners Petzold and Kern

1. **Courthouse Boiler and Jail Generator Repairs**
2. **Airport Zoning Ordinance – Next Steps**
3. **Niland Building – Possible Lease Buy-Out**
4. **Adult Probation Building Update**
5. **Request to Use Courthouse Lawn (See G)**

### Primary Building and Grounds Items

Secondary/On-Going Building and Grounds Items

### **Correspondence/Other Business as Necessary**

1. Great Lakes Restoration Initiative Grant Submittal
2. Other County Resolutions (**See H**)

### **Public Comment Period**

### **Closed Session – If Necessary**

### **Other Business as Necessary**

#### **Notes:**

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

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

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

### **Statutory Finance Committee**

1. Claims Review and Approval (Outstanding Invoice from Last Meeting)



March 19, 2010

Mr. Michael Hoagland  
**Tuscola County**  
207 East Grant Street  
Caro, Michigan 48723

**Subject:** Proposed Energy Efficiency & Conservation Block Grant (EECBG) Implementation  
Scope of Work

Mr. Hoagland:

It has been a pleasure working with you on the *Multi-Purpose Grant for Non-Entitlement Local Governments* (Multi-Purpose Grant) and energy efficiency activities in the Thumb Region. AKT Peerless Environmental & Energy Services (AKT Peerless) is pleased to present this proposed scope of work for implementation and administration of the Multi-Purpose Grant. The proposed scope of work maximizes the use of local contractors for implementing the grant activities.

The following summary provides a review of the grant and proposed implementation and administration scope of work to meet the requirements for the Multi-Purpose Grant.

We look forward to working with you on this project. If you have any questions or require additional information, please contact us at (989) 754-9896.

Sincerely,

**AKT Peerless Environmental & Energy Services**

Ryan T. Londrigan  
Project Manager



**PROPOSED IMPLEMENTATION AND ADMINISTRATION SCOPE OF WORK  
FOR  
THE DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH (DELEG)  
ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT (EECBG)**

**1.0 INTRODUCTION**

AKT Peerless Environmental & Energy Services (AKT Peerless) assisted the Counties of Tuscola, Huron, and Sanilac in completing the *Multi-Purpose Grant for Non-Entitlement Local Governments* (Multi-Purpose Grant) proposal. The goal of the Multi-Purpose grant is to provide the Thumb communities with immediate energy cost savings, through energy efficiency retrofits, and establish the foundation for a robust long-term energy program.

The Multi-Purpose Grant proposal included development of regional strategies, local planning, energy audits, energy efficiency retrofits, performance monitoring, and reporting. Refer to the following table for a summary of the specific activities included within the grant application.

<b>Grant Activities</b>
Regional Non-Motorized Transportation Strategy
Harbor Beach Bike Path Planning/Design
Village of Caro Retrofits
Village of Caro Light Emitting Diode (LED) Street Lighting Retrofits
Watertown Township Retrofits
Tuscola County Re-lamping of Municipal Buildings
Mayville Renewable Energy Installation
Cass City Renewable Energy Installation
Energy Audits
Regional Energy Efficiency Conservation Strategy (EECS) Development
Administrative Reporting and Tracking

A grant amount of \$489,990 was awarded to the Tuscola County Controller’s office on February 26, 2010. The grant agreement was accepted by Tuscola County on March 4, 2010.

**2.0 IMPLEMENTATION STRATEGY FOR EECBG FUNDS**

The Grant Agreement requires that to the maximum extent possible all subgrants or subcontracts funded be awarded as fixed price contracts through the use of competitive procedures. According to the grant agreement, when competitive selection is not feasible or practical, the grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection.



Based on the above, AKT Peerless proposes that Tuscola County request permission to award a limited sole source contract to AKT Peerless to implement the following activities:

- Grant Administration, Tracking, and Oversight
- Energy Audits
- Regional EECS Development
- Regional Non-Motorized Transportation Strategy

All other grant activities will be awarded through competitive bidding, with preference given to local contractors.

With proper justification to the Grant Administrator, a sole source contract may be awarded to AKT Peerless to allow for the timely implementation of the grant and limit the burden on Tuscola County associated with administrative activities, oversight and bidding. Justification for a sole source contact is summarized below.

#### Sole Source Justification

A sole source justification to AKT Peerless would be based on the following rationale:

1. Timely implementation of grant. The first quarterly reporting period is April 2, 2010. The grant application proposed completing the activities within one year.
2. Preparation and detailed knowledge of EECSBG application and grant activities.
3. Technical knowledge of grant activities. In preparing the grant application, AKT Peerless worked closely with each county and municipality included in the grant application. This knowledge will allow for the timely and accurate implementation of the grant.
4. Established working relationship with Tuscola County and other Thumb Counties including implementation of current and past U.S. Environmental Protection Agency (USEPA) Brownfield assessment grants.
5. Unmatched level of experience in Thumb Region. No other independent consulting company offering the same services exists within the Thumb/Saginaw Bay Region. This level of experience is unmatched and absolutely critical to ensure a new program follows municipal processes, meets community goals and is implemented successfully.
6. Established commitment to success of Thumb Region. AKT Peerless provides thousands of dollars in In-Kind consulting services to Tuscola, Huron and Sanilac Counties each year in association with grant applications and management. Over \$11,000 worth of In-Kind service was provided in the Multi-Purpose Grant process alone. Based on the reduction of the grant amount and limited administrative funding available in the grant agreement, a significant amount of In-Kind service will be necessary to accomplish the goals of the Multi-Purpose Grant. It is estimated that AKT Peerless will provide an additional \$25,000 of In-Kind service during the implementation process. This level of commitment would not be provided by any other company.
7. AKT Peerless provides competitive rates. Competitive rates have been verified through the competitive bid process with Tuscola County for USEPA environmental assessment grants.



AKT Peerless will maintain the existing rate schedule with Tuscola County for the Multi-Purpose Grant.

#### AKT Peerless's Scope of Services

Under the proposed contract AKT Peerless will conduct the following scope of services:

- Organize municipalities and oversee implementation of energy conservation measures (ECMs).
- Oversee and assist local municipalities in competitive bidding of ECMs to local contractors. All outside services including retrofits and other services will be competitively bid using local resources.
- Oversight of grant related activities for compliance with the requirements for the Multi-Purpose Grant.
- Completion of Regional Non-Motorized Transportation Strategy.
- Completion of Energy Audits of Municipal Buildings.
- Completion of Regional Energy Efficiency Conservation Strategy.
- Administrative reporting, measurement, and tracking.
- Establishing metrics to track and report including:
  - Energy efficiency metrics.
  - Jobs created.
- Assistance with tracking all invoices and expenditures.
- Coordinating weekly Davis Bacon timesheets for all laborers and mechanics which are a part of the project.
- Assistance coordinating reimbursement requests.
- Completion of quarterly reports.
  - Financial reporting.
  - Project progress reporting.
  - Metrics report.
  - Section 1512.
- Completion of Annual Report / Closeout Report.

#### Tuscola County Requirements

AKT Peerless will require information and assistance from Tuscola County to complete the scope of work described above. Specifically AKT Peerless will require:

- Assistance from Tuscola County Staff for EECS development and meeting reporting requirements (as outlined in the Multi-Purpose Grant).
- On-going assistance to ensure completion of the grant activities.
- Signing and forwarding submittals to DELEG.

#### AKT Peerless's Fees

As stated earlier, over \$11,000 worth of In-Kind services was provided in the Multi-Purpose Grant process. It is estimated that AKT Peerless will provide an additional \$25,000 of In-Kind service during the implementation process.



AKT Peerless' fees would not exceed the contractual amounts in the grant for energy audits, regional strategies, and administration which are described below:

<u>Grant Activity</u>	<u>Fixed Fee</u>
Administration and Oversight	\$10,920*
Energy Audits	\$120,000
Regional EECS Development	\$50,000
Regional Non-Motorized Transportation Strategy	\$45,000

\* It is anticipated that Tuscola County may want to allocate all or a portion of the administrative funds to offset salary cost for county employees who provide support and accounting services associated with the grant.

It should also be noted that some flexibility exists within the grant for fund reallocations as needed. Budget changes of less than 5 percent can be made without approval of DELEG. Reallocations can be evaluated by Tuscola County and AKT Peerless, as necessary. It is also the goal of AKT Peerless to complete the energy conservation measures under budget. Reallocations and grant activities that are completed under budget can be used to further offset salary cost for county employees.

This summary including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

AKT Peerless will provide a detailed written proposal and scope of services upon request.

To be provided at the  
meeting.





## Mike Hoagland

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**From:** Carol Hicks [chicks@tchd.us]  
**Sent:** Wednesday, March 17, 2010 1:05 PM  
**To:** Mike Hoagland  
**Subject:** Oakland County Toxicology Contract

Hi Mike:

I received the cc copy to Gretchen from Van Essen of the Oakland County Toxicology Contract. He states a new contract needs to be put into place - but I wanted to let you know Dr. Virani contacted me about a week ago and Oakland County will not longer accept toxicology from outside agencies/counties - they stated it is too time consuming and expensive.

We have had in place for a long time an agreement with NMS Laboratories out of Pittsburg, PA to do toxicology - so Dr. Virani stated we would just continue sending our toxicologies to them. I contacted them to make sure we still had an open account and we do.

So we **will not** need a new contract for Oakland County.

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FYI - I am retiring - my last day will be April 19th!

Thanks!  
Carol Hicks

Carol Hicks, Administrative Services Coord.  
Tuscola County Health Department  
1309 Cleaver Road, Suite B  
Caro, MI 48723  
Telephone: (989) 673-8114, Ext. 119  
Fax: (989) 673-7490

Visit us on the Web: [www.tchd.us](http://www.tchd.us)

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3/18/2010

**NOTICE TO RECONSIDER AND POSSIBLY RESCIND**

This notice is prepared per direction and recommendation of Corporate Counsel to comply with parliamentary procedure. The purpose of the notice is to inform all Tuscola County Commissioners that Commissioner Peterson has requested to reconsider and possibly rescind previous Board motions of December 8, 2009 and December 22, 2009 regarding changing from 3 to 5 commissioners and changing from appointed to elected County Road Commissioners. This request for reconsideration and possibly to rescind previous Board motions will be on the Committee of Whole Meeting for the Tuesday, April 6, 2010 meeting.

**MICHIGAN STATE  
UNIVERSITY  
EXTENSION**

March 23, 2010

**TO:** Tuscola Board of Commissioners  
**FROM:** Kris Swartzendruber, Extension Educator  
Hal Hudson, CED  
**RE:** Building Strong Families/Adolescents Position

After careful review, it has been determined that the Building Strong Families account (# 235-200-705-000) has enough in the salary line-item account to increase Julie Androsuk's and Starr Lockwood's work time per week. This account is covered by the Strong Families/Safe Children grant received from the Tuscola Department of Human Services. Tuscola County currently serves as fiscal agent for this grant.



Julie Androsuk is currently working 30 hours per week under this account. We would like approval to increase her time to 35 hours per week. The increase of 5 hours per week would be paid out of the Building Strong Families account (#235-200-705-000).

Starr Lockwood is currently working 30 hours per week under the School Readiness account (#235-300-801-000). We would like approval to increase her time to 35 hours per week. The increase of 5 hours per week would be paid out of the Building Strong Families account (#235-200-705-000).

There is approximately 6 months left on this grant. Increasing Julie's and Starr's hours will allow them more time to meet with Tuscola County families that are facing many hardships.

**Tuscola County  
MSU Extension Office**

362 Green Street  
Caro Michigan  
48723-1998

989/672-3870  
Fax: 989/673-5953  
[msue79@msu.edu](mailto:msue79@msu.edu)

[www.msue.msu.edu/portal](http://www.msue.msu.edu/portal)

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U.S. Department of Agriculture and  
counties cooperating.*

*MSU is an affirmative-action,  
equal-opportunity institution.*

**Mike Hoagland**

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**From:** Kate Neese [recycle@tuscolacounty.org]

**Sent:** Tuesday, March 23, 2010 9:57 AM

**To:** Mike Hoagland; Renee McLane

**Subject:** Business Associate Agreement

Hi,

We received another Business Associate Agreement for our confidential shredding. This one is from the TCHD. I will bring it up to the Annex during my travels but wanted to make sure it made it onto the next BOC agenda for approval and signatures.

Thanks!

Kate Neese - Recycling Coordinator

Tuscola County Recycling

1123 Mertz Road

Caro, MI 48723

(989) 672-1673

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

OPEN: Monday - Friday 8:00am to 4:30pm

Wednesdays 8:00am to 5:30pm

Tuscola County Recycling is a County owned and operated non-profit that is generously funded in part by the Recycling Millage.

# Memo

**To:** Tuscola County Recycling

**From:** Gretchen Tenbusch, R.N., M.S.A., Health Officer  
Tuscola County Health Department  
1309 Cleaver Road, Suite B  
Caro, MI 48723-9160

**Date:** March 19, 2010

**Re:** Revised Business Associate Agreement

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Your organization is a Business Associate of the Tuscola County Health Department. Our organization is required to update our Business Associate Agreements to incorporate the new Health Information Technology for Economic and Clinical Health Act (HITECH) requirement.

Please find enclosed two signed copies of the revised Tuscola County Health Department's HIPAA/HITECH Business Associate Agreement.

Please sign both copies of agreement and return one to address above.

Thank you for your cooperation. Please feel free to contact me at 989-673-8114, ext. 115, should you have any questions.

Enclosure

# TUSCOLA COUNTY HEALTH DEPARTMENT

Phone: 989-673-8114

1309 Cleaver Road, Suite B, Caro, MI 48723-9160

Fax: 989-673-7490

[www.tchd.net](http://www.tchd.net)

## HIPAA BUSINESS ASSOCIATE AGREEMENT

**THIS HIPAA BUSINESS ACCOCIATE AGREEMENT** (the "Agreement") is entered into this 19th day of March 2010, by and between **Tuscola County Health Department ("Covered Entity")**, 1309 Cleaver Road, Caro, MI 48723 and **Tuscola County Recycling, (the "Business Associate")**, 1123 Mertz Rd., Caro, MI 48723.

In the event Business Associate functions as a "business associate" of Covered Entity, as that term is defined by HIPAA or HITECH, the parties will agree to the following terms and conditions:

1. **Definitions.** For purposes of this Agreement, the following terms will have the designated meanings. All other terms will have the same meanings as in HIPAA or HITECH.
  - a. "ARRA" will mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and all references to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.
  - b. "Administrative Safeguards" will mean administrative actions, policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect Electronic PHI and to manage the conduct of the Business Associate's workforce in relation to the protection of that information.
  - c. "Breach" will mean the unauthorized acquisition, access, use or disclosure of unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
  - d. "Designated Record Set" will mean a group of records maintained by or for Business Associate or a Covered Entity that is (i) the medical records and billing records about individuals maintained by or for Business Associate or a Covered management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Business Associate to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Business Associate or a Covered Entity.
  - e. "Electronic PHI" will mean PHI that is transmitted or maintained in electronic media.
  - f. "HIPAA" will mean the Health Insurance Portability and Accountability Act of 1966, and any amendments thereto.
  - g. "HITECH" will mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.

- h. *"Individually Identifiable Health Information"* will mean information that is a subset of health information, including demographic information collected from an individual, and
  - i. is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and
  - ii. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- i. *"Physical Safeguards"* will mean physical measures, policies and procedures to protect Business Associate's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
- j. *"Privacy Standards"* will mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.
- k. *"Protected Health Information"* or *"PHI"* will mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium. *"PHI"* will not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, or records described in 20 U.S.C. § 1232g(a)(4)(B)(iv).
- l. *"Secretary"* will mean the Secretary of the United States Department of Health and Human Services.
- m. *"Security Incident"* will mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- n. *"Security Standards"* will mean the regulations with regard to security standards for health information, 45 C.F.R. Parts 160 and 164.
- o. *"Technical Safeguards"* will mean the technology, and the policy and procedures for its use that protects Electronic PHI and controls access to it.
- p. *"Transaction Standards"* will mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162.
- q. *"Unsecured PHI"* will mean PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

2. **Compliance with Applicable Law.** The parties acknowledge and agree that Business Associate will at all times comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

3. **Uses and Disclosures of PHI.** Business Associate will not, and will ensure that its directors, officers, employees, and agents do not, use or disclose PHI that is received from Covered Entity, or that is created or received by Business Associate on behalf of Covered Entity, in any manner that is not permitted by this Agreement, or required by law. All uses and disclosures of any requests by Business Associate for PHI are subject to the minimum necessary rule of the Privacy Standards and will be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 1340(b) of HITECH and any implementing regulations.
4. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement physical safeguards in accordance with the Privacy Standards to prevent any use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
5. **Reporting of Improper Use and Disclosures of PHI.** Business Associate will, as soon as reasonable, report to Covered Entity any use or disclosure of PHI by Business Associate, or any of its officers, directors, employees, or agents, by a third party to whom Business Associate disclosed PHI, that is not permitted by this Agreement.
6. **Reporting of Breaches of Unsecured PHI.** Business Associate will as soon as reasonable (but no later than 60 days after discovery of breach), report to Covered Entity any breach of unsecured PHI, in accordance with Section 13402(b) of HITECH. Such report/notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such a breach.
7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of PHI by Business Associate, or any of its officers, directors, employees, or agents, by a third party to whom Business Associate disclosed PHI, but not limited to, compliance with any state law or contractual data breach requirement, unless such use or disclosure is permitted by this Agreement or required by law.
8. **Agreements by Third Parties.** Business Associate will enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI that is received from Covered Entity, or is created or received by Business Associate on behalf of Covered Entity. Pursuant to such agreement, the agent or subcontractor will agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
9. **Access to Information.** Within 30 days after receiving a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate will make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.542. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate will as soon as reasonable forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** As soon as reasonable following receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate will provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526.



11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. A minimum, Business Associate will provide Covered Entity with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.
12. **Accounting of Disclosures.** As soon as reasonable following notice by Covered Entity to Business Associate that it has received a request for accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate will make available to Covered Entity information collected in accordance with Section 11 of this Agreement, to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period will be three (3) years and the accounting will include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for accounting is delivered directly to Business Associate, Business Associate will as soon as reasonable forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
13. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with Privacy Standards.
14. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of covered Entity, Business Associate will comply with the Security Standards as of the relevant effective date and further, will:
  - a. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI, in accordance with Section 13401(a) HITECH;
  - b. Ensure that any individual or entity, including a business associate, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  - c. Report to Covered Entity and Security Incident of which Business Associate becomes aware.
  - d. If Business Associate uses or maintains an Electronic Health Record of PHI, the Business Associate shall provide an electronic copy of the PHI to the individual upon valid request from the Individual requesting a copy of their PHI.
15. **Effect of Termination of Agreement.** Upon the termination of this Agreement for any reason, Business Associate will return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI that is received from Covered Entity, or that is created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form, record on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision will apply to PHI that

is in the possession of Business Associates or agents of Business Associate. Business Associate will retain no copies of the PHI, nor will Business Associate permit any agent of Business Associate to retain any copy of PHI. Business Associate will remain bound by the provisions of this Agreement, even after termination of this Agreement, until such time as all PHI has been returned or is de-identified or otherwise destroyed to the satisfaction of Covered Entity.

16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have under this Agreement, or by operation of law or in equity, Covered Entity may (a) immediately terminate this Agreement if Covered Entity determines that such Business Associate has violated a material term of this Agreement and cure of such violation is not possible, or (b) if cure is possible, then may permit Business Associate to cure or end any such violation within a reasonable time specified by Covered Entity. Covered Entity's option to permit Business Associate to cure a breach of this Agreement will not be construed as a waiver of any other rights Covered Entity has under this Agreement or by operation of law or in equity.
17. **Third Party Rights.** The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.
18. **Indemnification.** Each party will defend, indemnify, and hold harmless the other party and its officers, trustee, directors, employees, and agents from any and all third party claims, penalties, fines, costs, liabilities or damages incurred by the indemnified party to the extent directly arising from a violation by the indemnifying party of its obligations under this Agreement. The indemnifying party's obligation shall be to defend the claim and pay all amounts that a court, tribunal, or agency finally awards or imposes, or that the indemnifying party agrees to in settlement of such claim. To qualify for any of the indemnities described in this Section 18, the party seeking the indemnity must (i) give the indemnifying party prompt written notice of such claim and (ii) allow the indemnifying party to control – and reasonably cooperate with the indemnifying party in – the defense and all related negotiations.
19. **Injunctive Relief.** Business Associate acknowledges and stipulates that its unauthorized use or disclosure of PHI while performing services for Covered Entity or others may cause irreparable harm to Covered Entity, and in such event, Covered Entity will be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction in equity, to seek injunctive relief.
20. **Owner of PHI.** Under no circumstances will Business Associate be deemed in any respect to be the owner of any PHI used by, created by, or disclosed to Business Associate.
21. **Changes in the Law.** Covered Entity may give Business Associate notice of Covered Entity's desire to amend this Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards, and the parties shall thereafter diligently negotiate such amendments.
22. **Exclusion from Limitation of Liability.** To the extent that either party has limited its liability under the terms of any agreement between the parties, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all such limitations will exclude and not apply to any damages to the other arising from Section 18 of this Agreement.

23. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity will have the right to control Business Associates, response to such request. Business Associate will notify Covered Entity (which may include its legal counsel) of the request as soon as reasonably practicable, but in any event within forty-eight (48) business hours of receipt of such request.
24. **Conflicts and Modification.** If there is any direct conflict between the terms of this Agreement and the terms of any other agreement between the parties, the terms and conditions of this Agreement will control. This Agreement may not be modified or amended except through a further written document signed by both parties.
25. **Red Flag Rules.** As may be applicable to it, Business Associate will develop and implement policies and procedures designed to prevent, detect and mitigate against the reasonably foreseeable risks of personal and medical identity theft in compliance with the requirement of the Identity Theft, Red Flags, and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003 ("Red Flag Rules"). Business Associate shall cooperate with Covered Entity in evaluating, investigating and responding to red flags or any possible data breach or identity theft activity.

Intending to be legally bound, the parties have entered into this Agreement through their duly authorized representatives.

**Covered Entity:**

Tuscola County Health Department  
Gretchen Tenbusch, RN, MSA  
Health Officer

Signature: \_\_\_\_\_

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

*Gretchen Tenbusch*  
3/19/10

**Business Associate:**

Tuscola County Recycling

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

G



Caro TEA Party  
Box 311 Caro MI 48723  
caroteaparty@yahoo.com

Friday, March 17, 2010

Tuscola County Board of Commissioners  
Att: Tom Bardwell, Board President  
207 East Grant Street  
Caro MI 48723

Re: Request to use Courthouse Lawn

Dear Sir,

The Caro TEA Party would like to use the courthouse lawn, including the front steps for a public gathering on April 15, 2010 from 3:30pm to 8:30pm. The event would be scheduled from 5pm to 7pm plus set up and clean-up time.

The tentative agenda would be public introduction and three speakers with a patriotic theme. The event will remain orderly at all times and encourage attendees to become proactive in their community and lawful government activity.

Sincerely,  
Caro TEA Party

cc/M. Hoagland

Place on the fence connecting  
the whole.

to  
TCS