



# TUSCOLA COUNTY

## Board of Commissioners

### BOARD MEETING AGENDA

#### April 16, 2026 - 8:00 AM

H. H. Purdy Building Board Room  
125 W. Lincoln Street, Caro, MI 48723

**Public may participate in the meeting electronically:**

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: [meet.google.com/mih-jntr-jya](https://meet.google.com/mih-jntr-jya)

8:00 AM Call to Order - Chairperson Vaughan  
Prayer - Commissioner Lutz  
Pledge of Allegiance - Commissioner Koch  
Roll Call - Clerk Fetting

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#### Adoption of Agenda

#### Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 23  
[Board of Commissioners - 26 Mar 2026 - Minutes - Pdf](#)  
[Public Hearing - 02 Apr 2026 - Minutes - Pdf](#)  
[Public Hearing - 07 Apr 2026 - Minutes - Pdf](#)

#### Brief Public Comment Period for Agenda Items Only

#### Consent Agenda

- [Committee of the Whole - 13 Apr 2026 - Minutes - Pdf](#) 24 - 27
1. JCL Security Contract Renewal for the Purdy Building - Steve Anderson, Emergency Services Director/Interim Dispatch Co-Director 28 - 38  
[JCL Protection Security Service Contract - Revised](#)
2. 2026 Equalization Report - Angie Daniels, Equalization Director 39 - 62  
[2026 Tuscola County Equalization Report](#)
3. Request from Caro Parks and Recreation Superintendent Carrie Will to use the Courthouse Lawn on Wednesday, July 8, 2026, from 5:30 p.m.

until 7:30 p.m. for the public reading of the Declaration of Independence, as part of the Nationwide America 250 Celebration.

4. Dispatch Tower Inspection - Carrie Tabar, Interim Dispatch Co-Director 63  
[Great Lakes Tower and Antenna Co. Quote](#)
5. Mosquito Abatement New Hire Request for Connie Blacker - Larry Zapfe, Mosquito Abatement Director 64  
[Mosquito New Hire - Connie Blacker](#)

### **New Business**

1. Resolution 2026-06 Honoring Steve Anderson - Kim Vaughan, Board Chairman 65  
[Proposed 2026-06 Resolution Honoring - Steve Anderson](#)
2. Mosquito Abatement Request to Purchase Additional Mosquito Control Products - Larry Zapfe, Mosquito Abatement Director 66  
[Mosquito Request to Purchase Additional Products](#)

### **Old Business**

1. Jail Inmate Medical Services 67 - 108  
[Advanced Correction Healthcare Current Contract and Proposal](#)  
[Aspire Cover Letter](#)  
[Aspire Quote](#)  
[2026 Aspire Agreement for Inmate Health Services - Final](#)
2. Mosquito Abatement New Vehicle Purchase Request - Larry Zapfe, Mosquito Abatement Director 109  
[Mosquito Abatement - Vehicle Request](#)
3. Discussion of Potential Non-Union Wage Increase - Mike Miller, Interim Administrator 110 - 114  
[General Fund as of April 9, 2026](#)  
[Non Union Wage Increase Projection](#)
4. Medical Examiner Proposed Contract Amendment - Mike Miller, Interim Administrator 115  
[Tuscola County - First Amendment to Independent Provider Agreement \(Medical Examiner\)](#)
5. Road Commission Potential Ballot Discussion - Chairman Vaughan 116  
[Ballot Language to Transfer Powers, Duties and Functions of Elected Board of County Road Commissioners to Appointed Board of County Road Commissioners](#)

### **Correspondence/Resolutions**

## **Commissioner Liaison Committee Reports**

### **Lutz**

Board of Health  
Community Corrections Advisory Board  
Department of Human Services/Medical Care Facility Liaison  
Genesee Shiawassee Thumb Works  
Human Development Commission Board of Directors Liaison  
Jail Planning Committee  
Local Emergency Planning Committee (LEPC)  
MAC Judiciary Committee  
MEMS All Hazard  
Multi-County Recycling Committee  
Local Units of Government Activity Report

### **Barrios**

County Road Commission Liaison  
Great Start Collaborative  
Human Services Collaborative Council (HSCC)  
MAC Agricultural/Tourism Committee  
Parks and Recreation Commission  
Saginaw Bay Coastal Initiative  
Local Units of Government Activity Report

### **Bardwell**

Behavioral Health Systems Board  
Caro DDA/TIFA  
Economic Development Corp/Brownfield Redevelopment  
MAC 7th District  
MAC Workers Comp Board  
MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

**Vaughan**

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACo-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report

**Koch**

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Recycling Advisory

Local Units of Government

**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 (2) days in advance of the meeting.



# MINUTES

## Board of Commissioners

### Meeting

**8:00 AM - Thursday, March 26, 2026**

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, March 26, 2026, to order at 8:00 AM local time.

Prayer - Commissioner Koch

Pledge of Allegiance - Commissioner Lutz

Roll Call - Clerk Fetting

Commissioners Present In-Person: Nancy Barrios, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Bardwell

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Steve Anderson, Mike Miller, Sheriff Ryan Robinson, Carrie Tabar, Prosecutor Erica Walle, Eric Hinojosa, Cassie Gibbs, Mark Piotrowski, Bernard LaBombard, Rosemary Kuebitz, Brad Kamrad, Carrie Venus, Noelle Gallegas, Robin Neff, Tyler Steger, Amy Gregor, Shelly Lutz, Angie House, Erica Dibble

Also Present Virtual: Tracy Violet, Mary Drier, Bonnie Fackler, Debbie Babich, Paige Rushlo, Mitch Davies, Scienna Nieschulz, Stephanie Hinojosa, Shelly Lutz, Cindy McKinney-Volz, Erica Dibble, Angie House, Angie Daniels, Shannon Beach, Tom McLane, Matthew Sexton, Treasurer Ashley Bennett, Jeff LeValley, John Boggs, Kyle Nordstrom, Larry Zapfe, Sherry Billot, Tim Green, Drain Commissioner Dara Hood, Cody Horton, Ashley Gaudett, Kristi Phipps, Katie Robinson, Register Marianne Brandt, Karlee Romain, Connie Keinath, Barry Lapp, Shelby Austin, Tanya Pisha, Tricia Sharp, Echo Torrez, Dan Lisowski, Amanda Ertman, Josh Herman, Rita Papp, Shannon Nelson

At 8:19 a.m., there were a total of 40 participants attending the meeting virtually.

#### **Adoption of Agenda**

1. Adoption of Agenda -

2026-M-074

Motion by Matt Koch, seconded by Bill Lutz to adopt the agenda as presented. Motion Carried.

**Action on Previous Meeting Minutes**

1. Action on Previous Meeting Minutes -

2026-M-075

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the March 12, 2026 Regular meeting. Motion Carried.

**Brief Public Comment Period for Agenda Items Only**

None

**Consent Agenda**

2026-M-076

Motion by Bill Lutz, seconded by Nancy Barrios that the Consent Agenda Minutes and Consent Agenda Items from the March 23, 2026 Committee of the Whole meeting be adopted. Motion Carried.

**CONSENT AGENDA**

1. Health Department's 2025 Maner Costerisan Audit Findings on Financial Statements and Funding -  
Move to approve and place on file the Health Department's 2025 Maner Costerisan audit findings on financial statements and funding presentation as presented.
2. Drain Commissioner's 2025 Annual Report -  
Move to approve and place on file the Drain Commissioner's 2025 Annual Report as presented.
3. Mosquito Abatement New Hire Request -  
Move to approve the recommendation from Larry Zapfe, Mosquito Abatement Director, to hire Tyler Bailey a seasonal Field Technician to begin on March 30, 2026 at the starting pay of Step 1 \$14.85 an hour pending a satisfactory background check, drug screen and physical.

**New Business**

1. Resolution 2026-04 Honoring Eric J. Hinojosa -

2026-M-077

Motion by Bill Lutz, seconded by Matt Koch to approve and place on file Resolution 2026-04 Honoring Eric J. Hinojosa.

Yes: Nancy Barrios, Kim Vaughan, Bill Lutz, and Matt Koch  
Absent: Thomas Bardwell

Motion Carried.

2. Sheriff's Department Annual Report -

Sheriff Robinson presented the annual report for the Tuscola County Sheriff's Department.

2026-M-078

Motion by Bill Lutz, seconded by Matt Koch to approve and place on file the Sheriff's Department's 2025 Annual Report as presented. Motion Carried.

**Old Business**

1. Opioids Settlement -

Mike Miller, Interim Administrator, reviewed the information provided by legal counsel regarding the proposed settlement.

2026-M-079

Motion by Bill Lutz, seconded by Matt Koch to approve 2026-05 Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation.

Yes: Nancy Barrios, Kim Vaughan, Bill Lutz, and Matt Koch  
Absent: Thomas Bardwell

Motion Carried.

**New Business continued**

3. Closed Session to be held Under Section 8(1)(c) for Strategy and Negotiation Sessions Connected with the Negotiation of a Collective Bargaining Agreement -

2026-M-080

Motion by Matt Koch, seconded by Bill Lutz that the Board of Commissioners meet in closed session under Section 8(1)(c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement. The following individuals are allowed to attend this closed session: Mike Miller, Shelly Lutz, Erica Dibble, Sheriff Ryan Robinson, Eean Lee and Jodi Fetting at 8:30 a.m.

Yes: Nancy Barrios, Kim Vaughan, Bill Lutz, and Matt Koch  
Absent: Thomas Bardwell

Motion Carried.

Recessed to Closed Session at 8:30 a.m.  
Reconvened from Closed Session at 8:42 a.m.

2026-M-081

Motion by Bill Lutz, seconded by Nancy Barrios to approve the Mediator's recommendation for the POAM - Corrections Unit for a wage increase of 2% retroactive to January 1, 2026 through June 30, 2026 with an additional 2% on July 1, 2026 moving forward. This is for a 1-year contract term. All other agreed upon terms to be included in the contract. Chairman Vaughan is authorized to execute the final agreement and all necessary budget amendments are authorized. Motion Carried.

4. Discussion of Chief Assistant Prosecuting Attorney Wages -  
Erica Walle, Prosecuting Attorney, reviewed the request to increase the salary beginning amount and step amounts for the Chief Assistant Prosecutor's wages.

2026-M-082

Motion by Bill Lutz, seconded by Nancy Barrios to approve the new Chief Assistant Prosecutor wage scale, effective March 30, 2026, per the recommendation of Prosecuting Attorney Erica Walle. The wage scale will rectify the disparity between the Chief Assistant Prosecuting Attorney pay scale and the Assistant Prosecutor pay scale. Based on the current staffing shortages, budget amendments will not be necessary for 2026. Motion Carried.

5. Discussion About Bringing in Special Prosecutors to Assist with Vacant Positions and Work Loads -  
Erica Walle, Prosecuting Attorney, presented the request to use Special Prosecutors while the position of the Chief Assistant Prosecutor's Office remains vacant.

2026-M-083

Motion by Bill Lutz, seconded by Matt Koch to approve, per the recommendation of Prosecuting Attorney Erica Walle, the use of current funds allocated to the Chief Assistant Prosecutor position to pay the cost of Special Prosecutors to assist in trying cases during the time period the Chief Assistant Prosecutor position remains vacant. All budget amendments approved as necessary. Motion Carried.

### **Old Business continued**

2. Proposed New Hire for the Controller's Office Vacant Accountant Position -  
Mike Miller, Interim Administrator, reviewed the request to fill the position at Step 1.

2026-M-084

Motion by Matt Koch, seconded by Bill Lutz to approve Samuel Putnam to fill the vacant Accountant position in the Controller/Administrator's Office to start on or around April 13, 2026 at the rate of \$25.64 per hour, pending a satisfactory background check, physical and drug screen. Motion Carried.

**Correspondence/Resolutions**

1. Washtenaw County Resolution 26-055 Supporting State Legislative Action

**Commissioner Liaison Committee Reports**

***Vaughan***

No Report

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACo-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report

***Barrios***

County Road Commission Liaison

Great Start Collaborative

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee -  
Attended recent meeting.

Parks and Recreation Commission -  
Waiting on the final site plans for The Parcels.

Saginaw Bay Coastal Initiative -  
Attended recent meeting.

Local Units of Government Activity Report -  
\*Attended multiple local government meetings.

\*Met with Representative Alexandar in Lansing regarding the Amish Bridge project.

\*Village of Cass City is working on a sign ordinance for businesses on Main Street.

**Bardwell**

Absent

Behavioral Health Systems Board  
Caro DDA/TIFA  
Economic Development Corp/Brownfield Redevelopment  
MAC 7th District  
MAC Workers Comp Board  
MAC Finance Committee  
NACo Rural Action Caucus (RAC)  
Local Units of Government Activity Report

**Lutz**

Board of Health  
Community Corrections Advisory Board  
Department of Human Services/Medical Care Facility Liaison  
Genesee Shiawassee Thumb Works  
Human Development Commission Board of Directors Liaison  
Jail Planning Committee  
Local Emergency Planning Committee (LEPC)  
MAC Judiciary Committee -  
A Veterans Grant program has been approved but is waiting on funding.  
MEMS All Hazard  
Multi-County Recycling Committee  
Local Units of Government Activity Report -  
\*The old Bowling Alley in Tuscola Township will be demolished.  
\*There was an accident at Irish Road and Birch Run Road.

**Koch**

No Report

Dispatch Authority Board  
Genesee Shiawassee Thumb Works  
Jail Planning Committee  
MI Renewable Energy Coalition (MREC)  
Recycling Advisory

Local Units of Government

**Other Business as Necessary**

None

**Extended Public Comment**

None

**Adjournment**

2026-M-085

Motion by Bill Lutz, seconded by Nancy Barrios to adjourn the meeting at 9:22 a.m.  
Motion Carried.

Jodi Fetting  
Tuscola County Clerk, MCCO

DRAFT



# MINUTES

## Public Hearing Meeting

7:00 PM - Thursday, April 2, 2026

People's Building 171 N. State Street, Caro, MI 48723

Commissioner Vaughan called the Public Hearing of the Public Hearing of the County of Tuscola, Michigan, held at the People's Building 171 N. State Street, Caro, MI 48723, on Thursday, April 2, 2026, to order at 7:00 PM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner Barrios

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Steve Anderson, Mike Miller, Lyle Curry, Bob Catherwood, Pennie Rienas, Suzy Rockwell, Laura Boyke-Hawes, Gregg Campbell, Mark Zmierski, Bob Mantey, Mike Day, Marlene Forbes, Rick Boylan, Ken Dunton, Darcy Guello, Jeff LeValley, Monica LeValley, Brent Dankert, Julie Matuszak, Jason Root, Tom Gilchrist, Ed Hunt, Jody Hunt, Amy Prill, Brian Schriber, Bonnie Hergenreder, Noah Putman, Billy Putman, Jen Putman, Isabella Putman, Ricke Russell, Isaac White, Bunny Porter, Dennis Porter, Matt Hewitt, Martha Swartz, Stephanie Spencer, Bob Eschenbacher, Amy Huizar, Heather Gearhart, Brianna Krueger, Jamie LeValley, Mitchell Holmes, Joanna Samuelson, Gary Shreeves, Kelly Shreeves, John Flikkie, Rich Slyvester, Dan Grimshaw, Bob Worth, Emily Butterfield, Mark Kusnow, Lisa Britt, Emery Close, Krystal Cole, Mike Lagos

Also Present Virtual: Renee King, Debbie Babich, Tracy Violet, Jim LeValley, Erica Dibble, Betsy McHugh, Rob Wrona, Shari Hadaway, Steve Anderson, Nancy Laskowski, Marlene Carley, Amy Campbell, Richard Shaver, Keith Aeder, Bonnie Fackler, Brandon Bertram, Eric Warsinskey, Jeffrey Yorke, Marlene Carley, Laura Kent-Tuckey, Maran Kelly, Stephanie DuSute, Trace Lopez, Julie Gohsman, Steve Root, Reneae King, Alecia Little, Connie Keinath, Dakota Brill, Greg Rynearson, Guthery Laurie, Joan Spry, Julie Harnson, Kim Michalski, Mary Drier, Shannon Beach, Tom McLane, Tyler Bennett, Ashley Gaudett, Cindy Slack, Katie Robinson, Tom Allen, Jodi Barrons, Brian Holmes, Chad Tumblin, Steven Crosby, Debbie Conley, Stacy Thrasher, Kenny Justice, Debbie Conley, Julie Gohsman, Mark Spencer, Kayla Millot, Bobbie Sopian

At 7:52 p.m., there were a total of 53 participants attending the meeting virtually.

## Opening Comments - Board Chair

1. Commissioner Vaughan opened the public hearing with welcoming all of those in attendance in-person and virtually. In April 2010, the Road Commission Board was transitioned from an appointed Board to an elected Board. He would be in support of an elected Road Commission Board if the Board was elected by District rather than county-wide. The Road Commission Accountability Act is what allows the Board of Commissioners to take over the functions of the Road Commission. He stated that the intent is not to go after any employee compensation.

Commissioner Vaughan then opened the floor to public comments for the public hearing.

## Road Commission Discussion

Public Input -

1. Ken Dunton, Land Surveyor -  
Addressed the Board of Commissioners to their knowledge of how to run the County Road Commission.
2. Matt Hewitt, Bay City -  
Addressed the Board of Commissioners regarding the FOIA that he submitted. The proposed proposal does not fix the road issues. Traffic signs must conform to the law.
3. Commissioner Vaughan -  
Stated the question here tonight is whether the public is satisfied with the structure of the Road Commission Board.
4. Martha Swartz, Millington -  
Shared her experience of being involved in a serious vehicle accident. Birch Run Road has had numerous accidents.
5. Isabella Putman, Ellington Township -  
Addressed the issue of the Road Commission not installing requested stop signs and the lack of duty.
6. Bob Catherwood, Caro -  
The Road Commission Board creates a separation of power and budget.
7. Stephanie Spencer, Caro -  
Addressed the time and costs it would take to complete a road study. She supports disbanding the Road Commission Board.
8. Nancy Laskowski, Juniata Township -  
78 of the 83 Counties have a Road Commission Board with 43 appointed member Boards and 35 elected member Boards. Expressed concerns of the Road Commissions' finances and pensions not being fully funded. Enhancement to current signs are being asked for, not for new signs.

9. Amy Huizar, Road Commission employee -  
Shared concerns of the current direction, struggles and duties of the Board of Commissioners. A series of questions were asked regarding what steps and what direction would be taken if the transition was approved.
10. Keith Aeder, Gilford Township Supervisor -  
Read a letter from Pat Sheridan who was a former appointed and elected Road Commissioner. In 2010, the Road Commission Board went from 3 appointed members to 5 elected members. The letter mentioned the finance budget shortfalls of the County Board.
11. Heather Gearhart -  
Addressed the Board requesting more open transparency and conversations between the Board of Commissioners and the Road Commissioners.
12. Bob Catherwood, Caro -  
Asked if there was a County Commissioner liaison between the two boards. He is not in favor of the Board of Commissioners overseeing both.
13. Bob Eschenbacher, Caro -  
The Road Commissioners answer to the voters. Put the question on the ballot.
14. Lyle Curry, Wells Township -  
Semi-truck traffic goes too fast down the county roads. There needs to be more police officers on the roads. Board of Commissioners should not take care of roads.
15. Brianna Krueger -  
Addressed the Board on how it would look if the Board of Commissioners took over. Traffic studies do take time. Asked how the change would make it better.
16. Commissioner Vaughan -  
Stated this is just the beginning steps. If it is decided to place on the ballot, then a plan will be put in place.
17. Ed Hunt, Arebela Township -  
The separation of the Board of Commissioners and the Road Commission Board prevents favoritism of repairing roads. Asked what the plan is if this moves forward.
18. Bob Mantey, Denmark Township -  
Read a letter and addressed the elimination of elected Road Commissioners. The previously appointed Road Commission Board did not act independently and showed favoritism. It was a positive change when changed to county-wide elected Road Commissioners and gave a democratic process.
19. Brent Dankert, Koylton Township -  
He has been a civil engineer for 25 years. The Road Commissioners are dedicated to the people of Tuscola County. In 2010, the positions were transferred to voted by the people and that is being considered to be taken away.

20. Julie Matuszak, Ellington Township -  
Reviewed the length of service and background of each of the Road Commissioners. Addressed that the Road Commission is financially sound with the pension plan 90% funded. The Road Commissioners are concerned with all of the roads, not just a particular district.
21. Joanna Samuelson -  
Stated to place the matter on the ballot and let the voters decide. Addressed the transparency of the Road Commission meetings as no virtual connection is available.
22. Noah Putman, Ellington Township -  
Asked for a road study to be completed with no false promises.
23. Gary Shreeves, Millington -  
Addressed the Board of Commissioners as to what plan is in place for if the transition were to happen. That needs to be in place before a decision is made in order to understand the processes.
24. Marlene Forbes, Caro -  
Board of Commissioners are faced with a difficult decision. There are many unanswered questions that the public hearings may start the dialogue to get those answers. Can place on the ballot to see what the voters want.
25. John Flikkie, Wells Township -  
Hurds Corner Road is an issue as trucks use that as an alternative route to using the main roads. In favor of rumble strips. In favor of placing the matter on the ballot.
26. Rich Slyvester, Gilford Township -  
Tuscola County roads are in better condition than neighboring counties. Has dealt with the Road Commission Board as appointed and as elected. He would prefer the Road Commissioners be elected.
27. Pennie Rienas, Novesta Township -  
Addressed dissolving the Road Commission Board. (Commissioner Vaughan stated restructuring.) Requested the Road Commissioners to be more communicative.
28. Billy Putman, Ellington Township -  
Asked the Road Commissioners for rumble strips to be installed. The Sheriff's Department and Michigan State Police are doing what they can with a thin budget. Road Commission should seek financial approval from the Board of Commissioners. Superintendent Green and Brent Dankert both do a good job.
29. Bob Worth, Millington -  
Explained steps that had to be dealt with years ago due to the high number of serious accidents at Millington and Sheridan Roads.
30. Darcy Guello, Cass City -  
Expected there to be an explanation as to what the Road Commission has and has not done. If answers could be given, Road Commissioners should stay as elected.

31. Emily Butterfield, Wells Township -  
Every opinion matters and the discussions are getting people involved. In favor of placing the matter on the ballot in August.
32. Kent Houghtaling, Gilford Township -  
He wishes the studies could be completed faster. In favor of the Road Commissioners being elected.
33. Martin Cousineau, Genesee County Commissioner -  
Genesee County is having issues with their Road Commission and was in attendance to listen.
34. Commissioner Vaughan -  
Would prefer the Road Commissioners to be elected by Districts. The next public hearing is April 7, 2026 at 7:00 p.m.
35. Isaac White, Cass City -  
There have been improvements seen in the number of accidents in neighboring counties with 4-way stops and rumble strips being installed. If a neighboring county can implement them, why can't Tuscola County?
36. Laura Boyke-Hawes, Ellington Township -  
Road Commissioners sit with their backs to attendees at their meetings. In support of placing the matter on the ballot.
37. Lisa Britt, Deford -  
Has seen drivers running stop signs at various intersections. Townships have offered to pay for the purchase of necessary equipment. Better communication is needed.
38. Commissioner Bardwell -  
Extended appreciation on behalf of the Board of Commissioners to everyone who attended and to those who expressed their concerns. Safety of the residents of Tuscola County is the common concern. Of the people that spoke, it was about 50/50 to place on the ballot or to not to transition from elected to appointed.
39. Julie Matuszak, Road Commission Chair -  
Extended the offer for 2 of the members of the Road Commission Board to meet with 2 of the members of the Board of Commissioners.

**Closing Comments - Board Chair**

- There was no further public comment offered.
- Commissioner Vaughan expressed appreciation for all of those in attendance.

**Adjournment**

Motion by Lutz, seconded by Koch to adjourn the meeting at 8:45 p.m. Motion Carried.

Jodi Fetting  
Tuscola County Clerk, MCCO



# MINUTES

## Public Hearing Meeting

7:00 PM - Tuesday, April 7, 2026

People's Building 171 N. State Street, Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Public Hearing of the County of Tuscola, Michigan, held at the People's Building 171 N. State Street, Caro, MI 48723, on Tuesday, April 7, 2026, to order at 7:00 PM local time.

Prayer - Commissioner Barrios

Pledge of Allegiance - Commissioner Koch

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Steve Anderson, Mike Miller, Sheriff Ryan Robinson, Shelly Lutz, Pat Sheridan, Tim Tomlinson, Troy Daily, Marianne Daily, Jason Root, Brent Dankert, Bunny Porter, Dennis Porter, Tom Gilchrist, Pennie Rienas, Russ Rienas, Suzy Rockwell, Lisa Britt, Rick Boylan, Julie Matuzsak, Jeff Fackler, Duane Hornbacher, Bob Catherwood, Isaac White, Amy Prill, Amy Huizar, Randy Heckroth, Russ Spiers, Brandon Putman, Billy Putman, Jen Putman, Blake Putman, Noah Putman, Isabella Putman, Tom McGough, Terry Muntz, Gregg Campbell, Krystal Cole, Jay Tuckey, David Davidson, Karen Varney, Amanda Langmaid, Taylor Langmaid, Ed Hunt, Jill White, Sue Ellen Greenlee, Dan Grimshaw, Brian Schriber, Carmell Pattullo, Laura Boyke-Hawes, Bob Eschenbacher, Karen Smale, Ken Dunton, Nancy Guello, Mark Zmierski, Brianna Krueger, William Heida, Brandon Blatt, Nancy Laskowski, Jim Bowden, Rich Sylvester, Colleen Russel, Chuck Dennis, Malisa Pyles, Rick Pyles, Neil Sweeney, Tavis Osentoski

Also Present Virtual: Bonnie Hergenreder, Dawn Miller, Debbie Babich, Kenny Justice, Laura Kent-Tuckey, Matthew Hewitt, Renae King, Richard Shaver, Rob Wrona, Shari Hadaway, Steve Erickson, Steve Anderson, Tracy Violet, Susan Bates, Stephanie DuSute, Scott Putman, Kim Michalski, Jodi Barrons, Joan Spry, Jeffrey Yorke, Erica Dibble, Drain Commissioner Dara Hood, Bella Putman, Barry Lapp, Alecia Little, Connie Keinath, Cindy Slack, Dale Churchill, Eric Warsinsky, Kim Brinkman, Loren Allison, Mary Drier, Richard Tuckey, Thomas Conley, Amy Campbell, Jamie LeValley, Tom McLane, Tyler Bennett, Julie Gohsman, Kendra Bednarski, James Walker, Treasurer Ashley Bennett, Greg Rynearson, Jodi Vrable, Register Marianne Brandt, Sue Thoma, Tim Romain, Trace Lopez, Thomas Conley, Shelly McGarry, Nickolaus Vassallo, Lerry Dicks, Jeff LeValley, Heidi Downing, Natalie Beyer, Keith Aeder,

Melvin Hessling, Elizabeth Zamora, Carrie Osentoski, Carl Bednarski, Katelyn Garlick, Katie Robinson, Steve Bitterle, John Riley, James Hook, Rebecca Crosby, Chad Tumblin, Wes Guigar

At 7:28 p.m., there were a total of 82 participants attending the meeting virtually.

### **Opening Comments - Board Chair**

1. Commissioner Vaughan welcomed those in attendance stating the meeting is for accountability and checks and balances.

### **Road Commission Discussion**

Public Input -

1. Commissioner Vaughan read letter submitted by Terry Houthoofd, Akron - Mr. Houthoofd was a Road Commissioner when the members were appointed. He is in favor of the Road Commissioners being appointed.
2. Brent Dankert, Koylton Township - Reviewed safety measures that are being implemented at various intersections in Tuscola County. Studies are continuing to review any additional measures or intersections that need to be considered. Distracted driving is a state-wide epidemic.
3. Julie Matuszak, Ellington Township - The recent accident at the intersection of Deckerville and Hurds Corner Road is very sad. The Road Commission Board is implementing safety measures as reviewed by Brent Dankert.
4. Ken Dunton - Offered an apology for comments made at the last public hearing. Wants the Road Commission Board to remain elected.
5. Brandon Putman, Cass City - Would like the matter to be placed on a ballot for the voters to decide. Wants a safer and better Tuscola County.
6. Pat Sheridan - Was a former Road Commissioner when the Board was transitioned from appointed to elected. Participated in road use agreements for wind farms. The current Road Commission Board members represent 4 of the 5 County Commissioner districts.
7. Isaac White, Cass City - Appreciative of actions being taken by the Road Commission Board outlined. In favor of the Road Commission Board being appointed. Distracted driving needs to be addressed.

8. Jeff Fackler, Juniata Township -  
Would like the Road Commission Board to be accountable to someone other than the voters with oversight by the Board of Commissioners.
9. Amy Huizar, Vassar City -  
Stated a detailed plan needs to be presented before placing on a ballot to the voters. Is opposed without a comprehensive plan and proposed ballot language presented.
10. Darcy Guello, Cass City -  
The Road Commission Board answers to the voters and needs to listen to them.
11. Blake Putman, Cass City -  
Elected Officials are accountable for the duties performed. In favor of the Board of Commissioners having oversight of the Road Commission Board.
12. Billy Putman, Cass City -  
The Board of Commissioners attempted to implement improvements at various intersections. In favor of a CFO structure or appointed Road Commission Board.
13. Ken Dunton -  
Spoke about distracted driving.
14. Karen Varney, Wells Township -  
Stated Commissioner Vaughan has wanted to get rid of Road Commission since being elected Commissioner. The Board of Commissioners think they are more qualified to appoint rather than the voters to elect.
15. Neil Sweeney, Ellington -  
Stated rumble strips would be helpful. Law enforcement has protocols that have to be followed. Safety measures implemented at an intersection set precedent for other intersections.
16. Russ Spiers, Ellington Township Supervisor -  
Stated the township is trying to be proactive regarding safety measures at intersections.
17. Dennis Porter, Elmwood Township -  
Addressed intersections for traffic study and to look at police reports for those intersections.
18. Russ Rienas, Novesta Township -  
Drivers are driving too fast down roads. In support of placing the matter on the ballot.
19. Pennie Rienas, Novesta Township -  
In favor of placing the matter on the ballot for the voters to consider.
20. Amanda Langmaid, Cass City -  
As an insurance agent she has helped families in need after accidents. Take to the ballot to let the voters decide.

21. Suzy Rockwell, Ellington Township -  
Has attended Road Commission meetings. In favor of placing the matter on the ballot.

Lost virtual connection at 8:12 p.m.

22. Brianna Krueger, Reese -  
Read a letter on behalf of her stepmom who could not attend that questioned what the plan moving forward would be and for transparency from the Board of Commissioners. Not in favor of placing on the ballot.

Restored virtual connection at 8:15 p.m.

59 virtual attendees at 8:20 p.m.

23. Tim Krueger, Reese -  
Not in favor of the Board of Commissioners to take over the Road Commission. There has not been a plan put forward of what the plan is if the proposal were to pass.
24. Commissioner Vaughan -  
There has been no plan distributed as there has been no decision. Once decided, then a plan will be outlined.
25. Gregg Campbell, Ellington Township -  
Distracted driving is a concern. In favor of rumble strips but stated larger signs or road markings painted on the road will not grab the driver's attention. In favor of placing on the ballot but asks the Board of Commissioners to be up front with the implementation plan.
26. William Heida, Fremont Township -  
In favor of leaving the Road Commissioners as elected. If a person is unsatisfied with the Road Commissioner, then run as a candidate against them. Board of Commissioners do not answer to anyone but the voters also.
27. Brandon Blatt, Fremont Township -  
The previous appointed board was biased. Voter has the opportunity to be a candidate on the ballot to run against a current Road Commissioner or seek a recall.
28. Jim Bowden, Caro -  
In favor of installing rumble strips and traffic lights at high traffic corners.
29. Rich Slyvester, Gilford Township -  
Expressed concern of increased distracted driving. In favor of keeping as elected Road Commissioners.

30. Marianne Daily, Caro -  
Drivers are driving distracted. There should be a safety millage for additional law enforcement placed on the ballot. In favor of having the Road Commissioners be elected.
31. Commissioner Vaughan -  
Appreciates all of those who attended the public hearings to speak to the Board of Commissioners.
32. Dan Grimshaw, Vassar -  
If the proposal were to pass, what would the plan be for the transfer of power. Voters have the option of a recall as that is the option if dissatisfied with elected. Commissioner Vaughan has been opposed to Road Commissioners being elected.
33. Chuck Dennis -  
The former Road Commission liaison did attend Road Commission meetings. Asked how the Board would move forward in running the Road Commission management and current union contracts. In favor of elected Road Commission Board.
34. Commissioner Vaughan -  
Stated a plan would be outlined by August 2026.
35. David Davidson -  
Drivers are distracted and not stopping at intersections. There is no guarantee if the Board of Commissioners were to take over that there would be no more running stop signs. Run for the office and vote the Road Commissioner out.
36. Commissioner Barrios -  
As the current Road Commissioner liaison, does attend the Road Commission meetings when they do not conflict with the Board of Commissioner meetings. There has not been a financial update from the Road Commission provided to the Board of Commissioners. Other counties utilize rumble strips although Tuscola County does not. In favor of placing the matter on the ballot.
37. Commissioner Vaughan -  
Board of Commissioners previously oversaw the Road Commission Board when appointed members. There needs to be checks and balances.
38. Joan Spry, Novesta Township -  
In favor of placing on the ballot.
39. Amy Huizar -  
Addressed steps that would be taken if the Road Commission Board was disbanded and what the steps would be.
40. Commissioner Lutz -  
Jason Root provides help to him when asked and does a good job. Feels all of the Road Commission employees work hard.

41. Commissioner Bardwell -

The Board of Commissioners is the Board of last resort. Steps need to be taken to mitigate future accidents. Relationship needs to be rebuilt between the Road Commission and the Board of Commissioners.

**Closing Comments - Board Chair**

Commissioner Vaughan thanked all that were in attendance at the public hearing and for the Road Commissioners for attending.

**Adjournment**

Motion by Koch, seconded by Barrios to adjourn the Public Hearing at 9:04 p.m.

Jodi Fetting  
Tuscola County Clerk, MCCO

DRAFT



# MINUTES

## Committee of the Whole Meeting

**8:00 AM - Monday, April 13, 2026**

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

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Commissioner Vaughan called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, April 13, 2026, to order at 8:00 AM local time.

Roll Call - Deputy Clerk Tanya Pisha

Commissioners Present In-Person: Nancy Barrios, Thomas Bardwell, Kim Vaughan, Bill Lutz

Commissioners Absent: Matt Koch

Others Present In-Person: Tanya Pisha, Eean Lee, Mike Miller, Steve Anderson, Sheriff Ryan Robinson, Larry Zapfe, Andrew Daniels, Nick Burlison, Alisha Proctor, Connie Keinath, Carrie Tabar, Dan Lisowski, Angie Daniels

Also Present Virtual: Tracy Violet, Rob Wrona, Debbie Babich, Brandon Bertram, Mitch Davies, Angie House, Samuel Putnam, Stephanie Dusute, Ryan Pierce, Matthew Sexton, Laura Boyke, Bonnie Fackler, Joshua Herman, Katherine Robinson, Cindy McKinney-Volz, Jamie Pierce, Kandi Teddy, Linda Strasz, Mary Drier, Clerk Jodi Fetting, Shannon Beach, Judge Nancy Thane, Shelby Austin, Shelly Lutz, Tricia Sharp, Kristi Phipps, Ashley Gaudett, Barry Lapp, Cindy Hughes, Treasurer Ashley Bennett, Darryll Wolnik, Jim Matuszak, Judy Cockerill, Jamie LeValley, Amy Prill

At 8:06 a.m., there were a total of 30 participants attending the meeting virtually.

### **New Business**

1. Advanced Correctional Healthcare Proposal for Inmate Medical - Nick Burlison, Program Consultant, reviewed the Correctional Healthcare contract along with the cost to the County as included in the agenda packet. Matter to be placed on Thursday's agenda.
2. Aspire Quote for Inmate Medical - Andrew Daniels, Aspire CEO, presented the summary proposal and quote regarding the inmate health services. Matter to be placed on Thursday's agenda.

3. Economic Development Corporation (EDC) Request for Authorization to Apply and Administer USDOT Safe Streets and Roads for All Grant -  
Alisha Proctor, EDC Director, presented the Safe Streets and Roadway Safety Plan and what they can offer the County. Alisha requested authorization to apply for Administer USDOT Safe Streets and Roads grant. Matter to be placed on the next Committee of the Whole meeting.
4. Medical Examiner Proposed Contract Amendment -  
Mike Miller, Interim Administrator, requested to extend Medical Examiner Dr. Marrone's contract to June 30, 2026. Matter to be placed on Thursday's agenda.
5. Road Commission Potential Ballot Discussion -  
Chairman Vaughan discussed the ballot potential ballot language. Matter to be placed on the next Committee of the Whole meeting.

Recessed at 9:46 a.m.

Reconvened at 9:54 a.m.

There were a total of 44 participants attending the meeting virtually.

### **Old Business**

1. Medical Examiner Request for Proposal (RFP) Opening -  
Mike Miller, Interim Administrator, opened the bids.
  1. Dr Marrone - Opt 2 - \$30,000.00
  2. Michigan Forensic - Opt 2 - \$33,750.00
  3. Mid-Michigan Medical Examiner - Opt 2 - \$145,196.00

Mike Miller to review bids and bring a recommendation back to the Board at an upcoming meeting.

2. JCL Security Contract Renewal for Purdy Building -  
Steve Anderson, Emergency Services Director/Interim Dispatch Co-Director, requested to extend the JCL contract to December 31, 2027 with a cost increase from \$42.50 to \$45.00 an hour effective September 30, 2026. Matter to be placed on the Consent Agenda.

### **Finance/Technology**

#### ***Primary Finance/Technology***

1. 2026 Equalization Report -  
Angie Daniels, Equalization Director, presented the Tuscola County Equalization Report for 2026. Matter to be placed on the Consent Agenda.

2. Mosquito Abatement New Vehicle Purchase Request -  
Larry Zapfe, Mosquito Abatement Director, requested approval to purchase 2 new work trucks from McDonald Chevrolet in the amount of \$68,677.00. Matter to be placed on Thursday's agenda.
3. Michigan Association of Counties (MAC) Finance and General Government Committee Report -  
Commissioner Bardwell provided an overview of the highlights in report that was included in the agenda.
4. Discussion of Potential Non-Union Wage Increase -  
Mike Miller, Interim Administrator, reviewed the 2026 Preliminary Budget with Union and Non-Union pay raises. Matter to be placed on Thursday's agenda.

***On-Going and Other Finance***

None

***On-Going and Other Technology***

None

**Building and Grounds**

***Primary Building and Grounds***

1. Request from Caro Parks and Recreation Superintendent Carrie Will to use the Courthouse Lawn on Wednesday, July 8, 2026, from 5:30 p.m. until 7:30 p.m. for the public reading of the Declaration of Independence, as part of the Nationwide America 250 Celebration -  
Matter to be placed on Consent Agenda.
2. Dispatch Tower Inspection -  
Carrie Tabar, Interim Dispatch Co-Director, requested to have the tower inspected in the amount of \$2,600.00. Matter to be placed on the Consent Agenda.

***On-Going and Other Building and Grounds***

Mike Miller, Interim Administrator, informed the Board that the tunnel was inspected and is up-to-date and in working condition.

**Personnel**

***Primary Personnel***

1. Mosquito New Hire Request for Connie Blacker -  
Larry Zapfe, Mosquito Abatement Director, requested to hire Connie Blacker effective April 27, 2026 at a pay rate of \$14.85 pending background and physical. Matter to be placed on Consent Agenda.

***On-Going and Other Personnel***

None

**Other Business as Necessary**

None

**Public Comment Period**

Eean Lee expressed his concern regarding current inflation and possible pay rate increases.

**Adjournment**

Motion by Bill Lutz, seconded by Nancy Barrios to adjourn the meeting at 11:20 a.m.  
Motion Carried.

Tanya Pisha  
Deputy Clerk

DRAFT



## SECURITY SERVICES CONTRACT

This Lobby Ambassador Agreement (the "Agreement") is entered into as of February 1<sup>st</sup>, 2025, by and between JCL Protection LLC., PO Box 781; Davison, MI 48423 ("Contractor") and Tuscola County, 125 W Lincoln St, Caro MI 48723 ("Client"). Contractor and Client may each be referred to herein as a "Party" and collectively as the "Parties."

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

### 1. Services.

- a) Facilities. Contractor shall perform services (as defined below) for those Client facilities set forth in Attachment A (each a "Facility" and collectively the "Facilities").
- b) Scope of Services. Contractor shall manage and provide the professional lobby ambassador services as set forth in Attachment B (the "Services") to Client throughout the Term of this Agreement.
- c) Standards of Services. Contractor shall perform all Services in a professional and workmanlike manner in accordance with the terms and conditions of this Agreement.

### 2. Contractor Personnel.

- a) Personnel. Contractor shall provide sufficient personnel necessary for the provision of the Services in accordance with the terms of this Agreement. Contractor may designate one or more managers to act as the Contractor's main point of contact and representative for Contractor's day-to-day performance of the Services and will interact directly with Client on a regular basis regarding the performance of the Services.
- b) Compensation of Contractor Personnel. Contractor shall be responsible for all salaries, benefits, payroll and other taxes, fees, and other charges or insurance required by any federal, state, and local law, statute, or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Contractor employee or agent.
- c) Scheduling and General Coverage of Services. Contractor shall perform the Services set forth in this Agreement during the required coverage days and hours set forth in Attachment A or B or as otherwise approved by Client. Contractor shall schedule, assign duties for, and make appropriate Facility assignments for its employees and agents to provide the Services to Client hereunder.



- d) Armed Personnel. Contractor's employees and agents performing the Services may be required to be armed while performing the Services for Client. Attachment D if included in this contract, will contain all requirements of training and experience if armed personnel are permitted or required under this agreement.
- e) Access. Contractor shall have access to all areas where Services are required to be performed, exterior protection for site described below.
- f) Limitation of Warranties of Contractor. Both Parties acknowledge and agree that the Services for which Contractor is being retained hereunder will not necessarily prevent crime(s) or incident(s) from occurring on and to the Client's Facilities, employees, guests, tenants, invitees and property, and Contractor cannot warrant that no crime(s) or incident(s) will not occur. Contractor shall use its reasonable best efforts to maintain safe Client Facility security.

3. Duties of Contractor. In addition to the scope of Services described on Attachment B Contractor will:

- a) Require lobby ambassadors to conduct regularly scheduled tours of the site, ensuring safety for all guests, staff, children and protection of equipment and property. If requested, securing facilities, checking all gates, doors, windows, and lights as appropriate.
- b) Require lobby ambassadors to report any unusual incidents or hazardous conditions they observe as soon as practical to Client.
- c) Require lobby ambassadors to make out a written report covering all incidents or hazardous conditions at the conclusion of each tour.
- d) Properly train Contractor's personnel on the duties and functions they are performing to ensure the Services are performed in accordance with the terms and conditions of this Agreement, including orientation/training on all Client protocol, policies and procedures.
- e) Provide all supplies, materials, uniforms and equipment necessary to perform the Services, and, if necessary, in the performance of the Services, if needed Contractor shall also be responsible to provide all vehicles (including fuel) required to perform the Services.
- f) At Clients request, require that all Contractor employees and agents performing the Services shall wear attire/uniforms and shall wear an identification badge.



4. Pricing and Payment Terms.

- a) **Contract Price.** Contractor shall perform all Services during the Initial Term for the rate(s) as set forth in Attachment C (the "Contract Price"). The Contract Price includes all costs and expenses for the Services. The Contract Price as set forth in Attachment C shall remain firm for the Initial Term and shall not be increased except by mutual agreement of the Parties.
- b) **Additional Services.** If Contractor is requested by Client to perform any services which are outside the scope of the Services set forth in this Agreement (collectively the "Additional Services"), Contractor and Client shall mutually agree on the charges or fees for such Additional Services. Any Additional Services which are not specifically addressed in this Agreement shall be charged at the respective rate set forth in Attachment C, or based upon a mutually agreed upon price.
- c) **Invoicing.** Contractor shall invoice Client as follows:
  - i. **Contract Price Invoicing.** Contractor shall invoice Client for the Contract Price monthly, or single invoice for individual event. Invoice will be for upcoming month of service.
  - ii. **Additional Services Charges.** Invoices for Additional Services shall describe the Additional Services rendered and the applicable fee or price for the Additional Services performed. Invoices for Additional Services shall be separate from the Contract Price invoice but shall be sent to Client together with the Contract Price invoice. Charges for these Additional Services shall be in accordance with rates set forth above.
  - iii. **Payments.** Client shall pay each invoice within fourteen (14) days of the date of the invoice. Disputes regarding amounts contained in any invoice will be communicated to Contractor, in writing, within ten (10) days of the receipt of the disputed invoice.

5. Term and Termination.

- a) **Term.** The term of this Agreement shall be for the "short term" contract will span February 1<sup>st</sup>, 2025, through September 30<sup>th</sup>, 2026, specific hours detailed in Attachments. (the "Initial Term").
- b) **Term extension** September 28, 2026, through December 31, 2027.



- c) Termination for Cause. In the event a Party fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Agreement (the "Defaulting Party"), the other Party shall have the right to provide written notice to the Defaulting Party of such failure. If such failure is not cured to the satisfaction of the other Party within ten (10) days from the time of receipt of such notice, the Party providing notice to the Defaulting Party shall have the right to terminate this Agreement upon written notice to the Defaulting Party.
  - d) Termination for Convenience. After expiration of the Initial Term, either Party may terminate this Agreement for any reason, including convenience, without incurring any penalty, expense or liability to the other Party except the obligation to pay for Services performed under this Agreement prior to the effective date of the termination.
6. Compliance with Laws. While performing the Services or while in or on the Facilities, Contractor and its employees and agents shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all licensing and permitting requirements applicable to providing the Services required under this Agreement. Likewise, Client and Client's Facilities shall comply with all so applicable federal, state, or local laws, rules, regulations, and ordinances.
7. Communication. Effective communication between Contractor and Client is necessary for effective delivery of the Services across all Facilities. Accordingly, it will be necessary for Contractor and Client to maintain regular and open communication with each other. Client and Contractor shall promptly communicate emergency issues to each other to maintain safety and operational functions of the Facilities.
8. Relationship of the Parties.
- a) Independent Contractor. It is expressly agreed between Contractor and Client that Contractor will act as an independent contractor in the performance of all Services under this Agreement and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's Services, including by way of illustration, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and Contractor will indemnify, defend and hold Client harmless for the payment of such sums, interest, penalties, or cost of collection of same. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of Services by Contractor in accordance with its independent and



professional judgment. This Agreement shall be subject to Contractors' performance of the Services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of this employee- employer relationship shall arise out of this Agreement on behalf of Contractor, its employees or agents.

**Miscellaneous.**

- a) **Governing Law.** The Agreement shall be governed by and construed with the laws of the State of Michigan. The Parties agree to the exclusive jurisdiction and venue of courts sitting in Genesee County, Michigan.
- b) **Notices.** Unless otherwise provided in this Agreement, all notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, or sent by next-business-day via reputable overnight mail courier to the respective address for each Party set forth in the first paragraph of this Agreement. Each Party may from time to time designate any other address for this purpose by providing written notice to the other Party.
- c) **No Assignment or Sub-Contracting.** This Agreement shall not be assigned, transferred, or subcontracted, in whole or in part, by Contractor without the prior written consent of Client.
- d) **No Waiver.** No waiver of any term or condition of this Agreement shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.
- e) **Severability.** In the event any provision(s) of this Agreement shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting- the reaming provisions of this Agreement and this Agreement shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.
- f) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- g) **Entire Agreement.** This instrument contains the entire Agreement entered into between the Parties hereto, its terms may not be modified except in writing signed by Contractor and Client. This Agreement supersedes and takes the place of all prior agreements, and/or understandings, whether written or oral between the Client and Contractor.



h) Force Majeure. In the event Contractor is unable to provide any of the Services because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental actioner any condition or cause beyond the Contractor's reasonable control, Client shall excuse Contractor from performance under this Agreement.

WHEREAS, the Parties have executed this Agreement as of the date noted above.

CONTRACTOR:

JCL Protection LLC

A handwritten signature in black ink, appearing to read 'Jody Grant', is written over the printed name.

By: Jody Grant

Its: Owner/ CEO

Date:

CLIENT:

Tuscola County

\_\_\_\_\_

By:

\_\_\_\_\_

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

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

## ATTACHMENT

### A

#### List of Client Facilities

##### Facilities subject to Services:

##### Tuscola County Purdy Building

Tuscola County administrative building. Address safety concerns, unwanted guests, and all emergency operation procedures.

ATTACHMENT

**B**

Security Services

JCL Protection LLC Protection contracted by Tuscola County

Staffing Needs:

One -T1 – Lobby Ambassador

Monday February 3rd, 2025 – December 31, 2027

Monday – Friday 7:45-4:45pm (excluding county holidays)

ATTACHMENT  
C

Current Contract Price:

T1 Lobby Ambassador at \$42.50/hr.

M-F 0745 – 1645 (9 hour day)

**March 10, 2025 – September 30,2026 – \$1912.50/week**

**September 28, 2026 – December 31, 2027 - \$2025/week**

**\*Subject to closures with more than 12-hour notice and holidays**

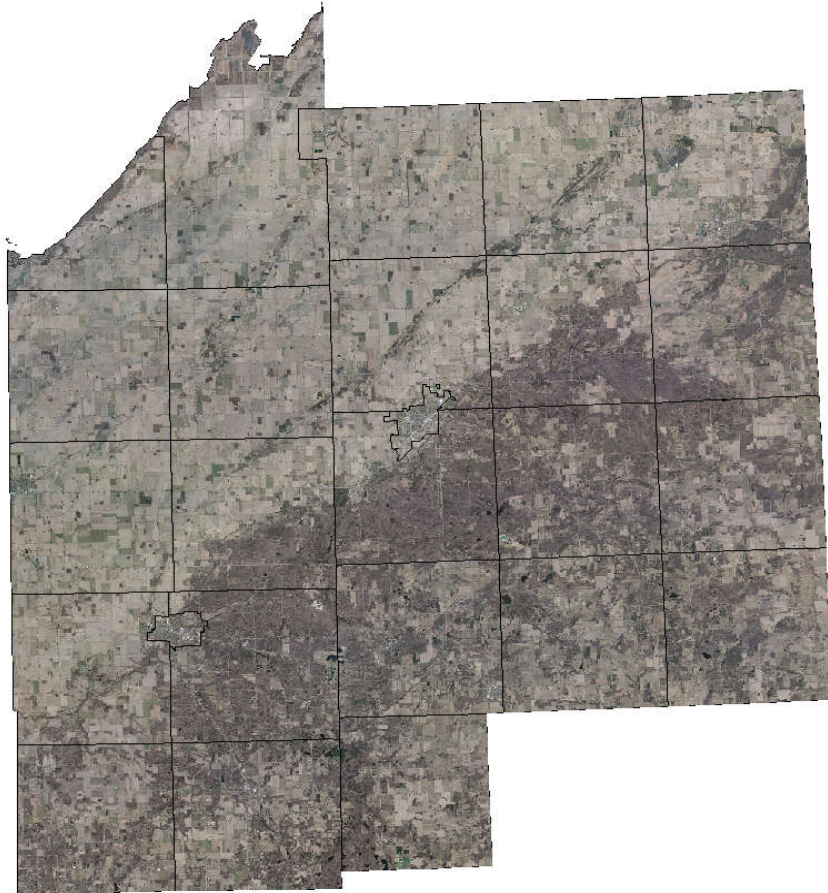
## ATTACHMENT

### D

#### T-1 Lobby Ambassador – Security Specialist

At JCL Protection, our T-1 Lobby Ambassador services are comprised of actively licensed law enforcement officers, or law enforcement officers of retired status and separated in good standing with their perspective agencies. Officers employed or retirees from local, state, or federal agencies who maintain “Pistol free zone exemption” for current concealed pistol licenses, as provided by the Federal Law Enforcement Officers Safety Act of 2001 (LEOSA).

ATTACHMENT



# Tuscola County Equalization Report **2026**

*(Preliminary Taxable Values Included)*

# Contents

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 2026 Top 10 List ..... 12  
 2026 Statement of Assessed & Equalized Values to the STC (L-4024) ..... 13  
 Parcel Count Report..... 20  
 2026 Preliminary Taxable Valuations (L-4046) ..... 21

## Tuscola County Assessing Officers

<u>Assessing Jurisdiction</u>	<u>Assessor of Record</u>
Akron Township	Nathan Hager, MMAO
Almer Township	Dara Hood, MCAO
Arbela Township	Dave McArthur, MAAO
Columbia Township	Dara Hood, MCAO
Dayton Township	Joan Fackler, MAAO
Denmark Township	Susan Jensen, MAAO
Elkland Township	Dave McArthur, MAAO
Ellington Township	Susan Jensen, MAAO
Elmwood Township	Dave McArthur, MAAO
Fairgrove Township	Deb Young, MCAO
Fremont Township	Joan Fackler, MAAO
Gilford Township	Susan Jensen, MAAO
Indianfields Township	Dave McArthur, MAAO
Juniata Township	Dave McArthur, MAAO
Kingston Township	Carrie Gilley, MCAO
Koylton Township	Nathan Hager, MMAO
Millington Township	Heather MacDermaid, MAAO
Novesta Township	Susan Jensen, MAAO
Tuscola Township	Tod Fackler, MAAO
Vassar Township	Sherry Hickmott, MAAO
Watertown Township	Sherry Hickmott, MCAO
Wells Township	Susan Jensen, MAAO
Wisner Township	Nathan Hager, MMAO
City of Caro	Angie Daniels, MAAO
City of Vassar	Dave Kern, MMAO

## Message from the Department

The Equalization process is vital to guarantee that properties are assessed at 50% of market value as is required by Article IX, Section 3 of the Michigan Constitution of 1963. County Equalization serves as a check on assessments determined at the local level, ensuring they are fair and equitable across the County.

The responsibilities of County Equalization rest primarily with each County's Board of Commissioners. Recognizing the technical and difficult nature of equalization duties, the State, through the General Property Tax Act, requires each County to employ a certified Equalization Director to assist and advise the Board in fulfilling their duties.

In addition to the general purpose of ensuring fair and equitable assessments, statutory requirements of County Equalization include the collection and analysis of sales data, providing assessment assistance to local units, and providing the State Tax Commission with annual reports.

The Tuscola County Equalization Department through the efforts of the staff and with the cooperation of the various assessing officers of the County, has completed its review of the 2026 assessment rolls of the twenty-three (23) townships and two (2) cities of Tuscola County. The recommended County Equalized Value for 2026 is 4,155,467,387. The value is a combination of 3,710,296,374 real property and 445,171,013 personal property.

The 2026 Tuscola County Equalization Report prepared by the Tuscola County Equalization Department is submitted for approval and adoption. The department wishes to express appreciation to the Board of Commissioners, Tuscola County GIS Coordinator Cody Horton and assessing officers throughout the county for their cooperative efforts.

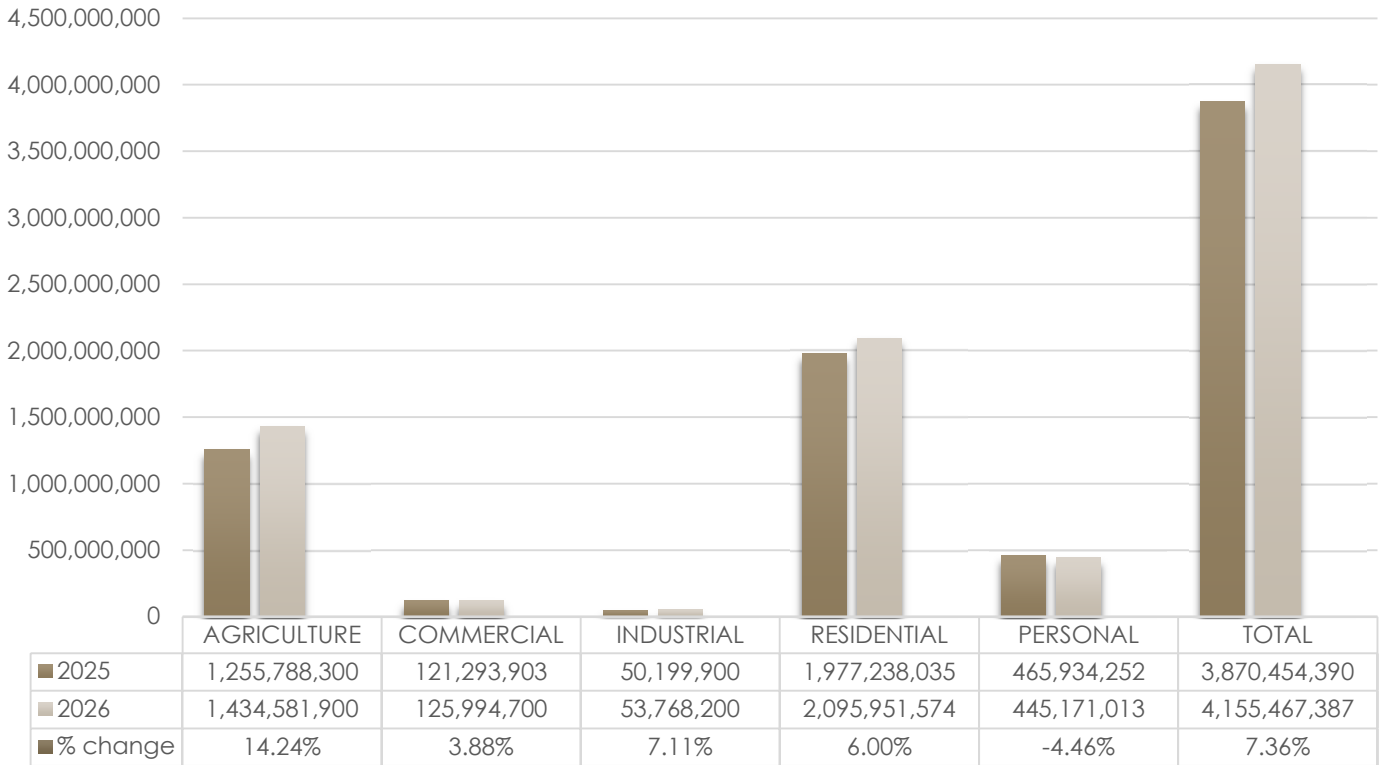
The Equalization Report will be located on the County website at the following address  
<http://www.tuscolacounty.org/equalization/>

Presented By

Angie Daniels, MAAO  
Colleen Smith, MCAO  
Echo Torrez, MCAO

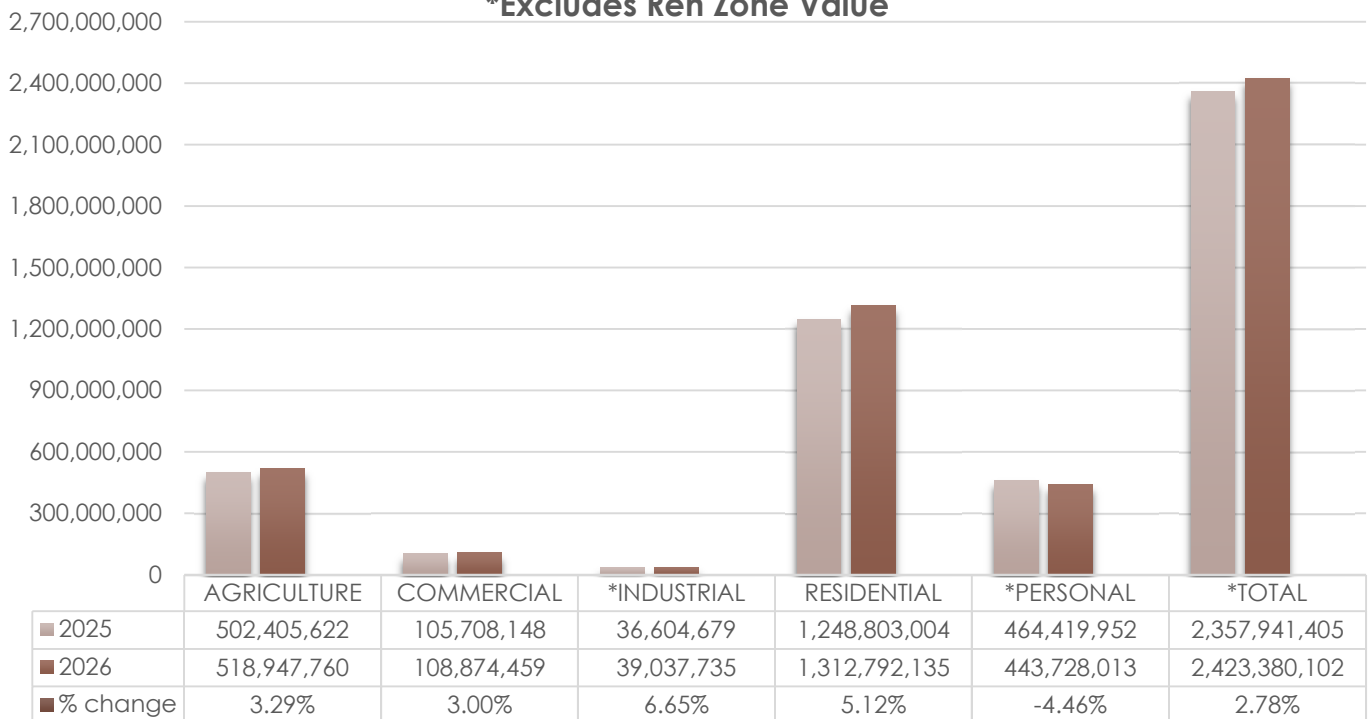
# Graphs and Charts

## Change in SEV by Class

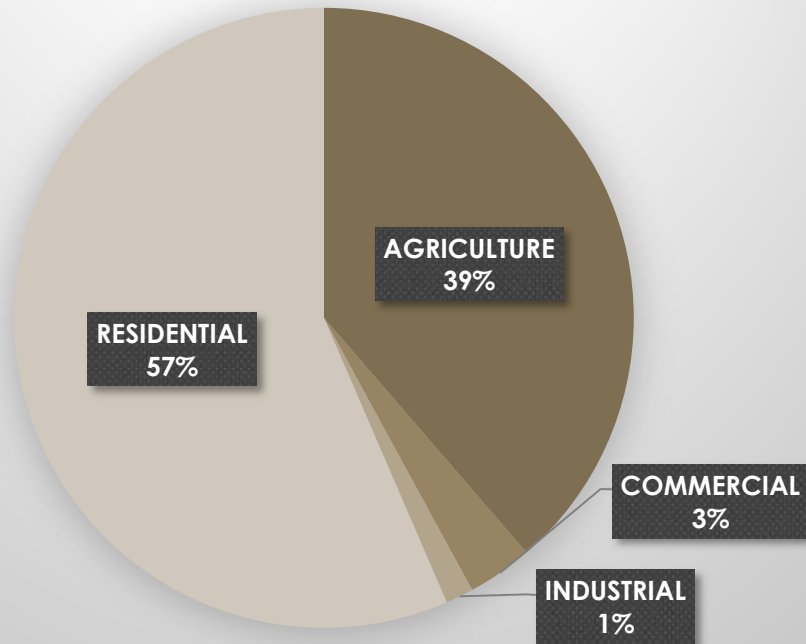


## Change in Taxable by Class

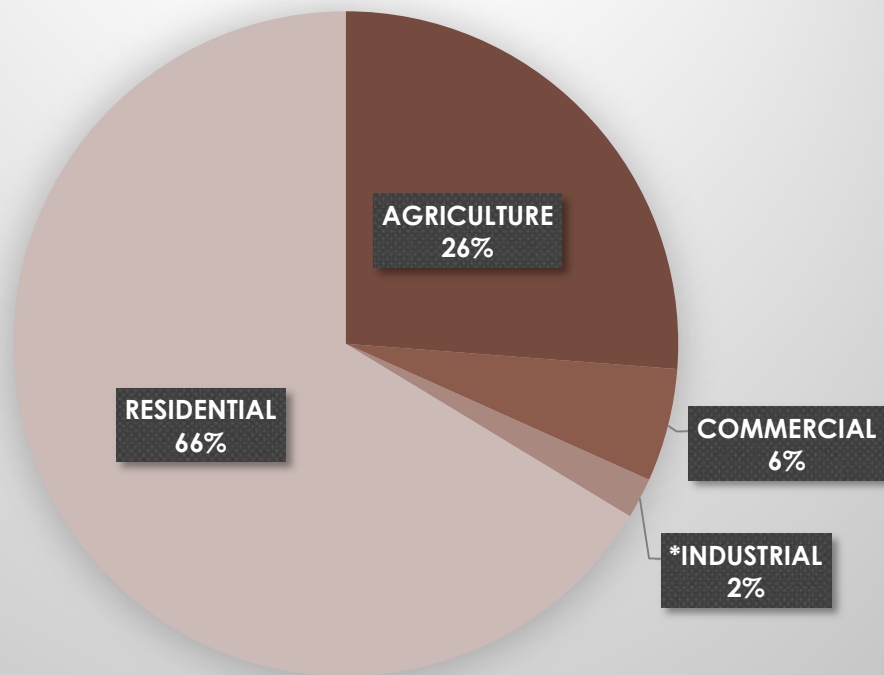
\*Excludes Ren Zone Value



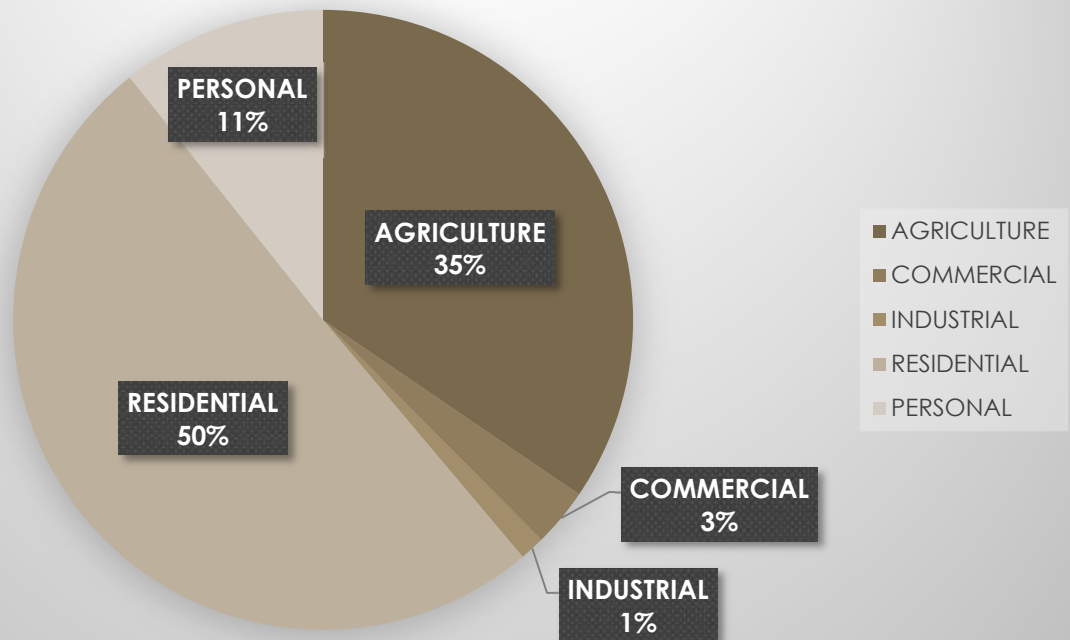
Real Property by Class as % of 2026  
SEV



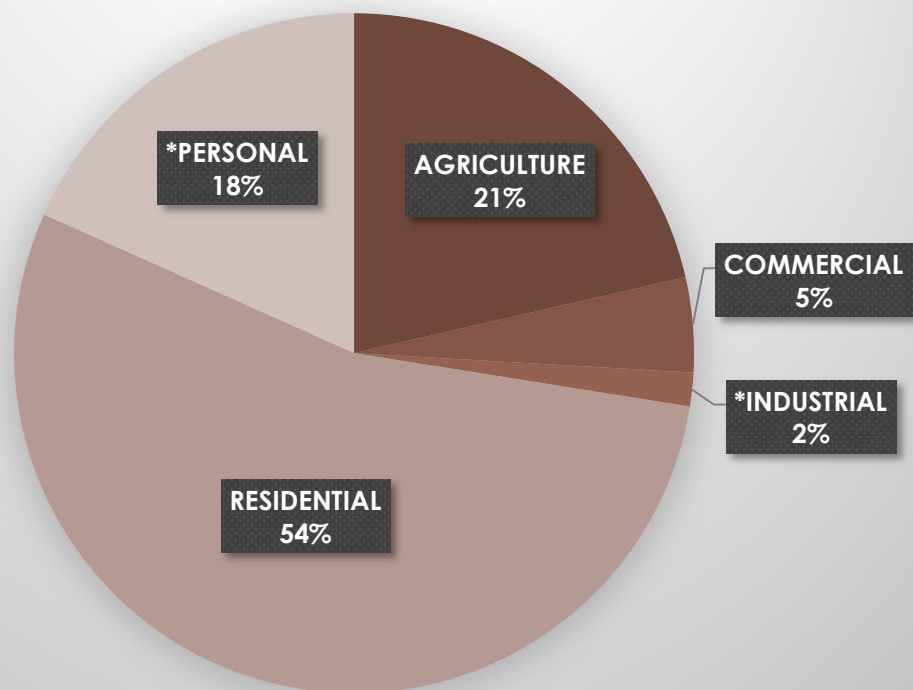
Real Property by Class as % of 2026  
Taxable



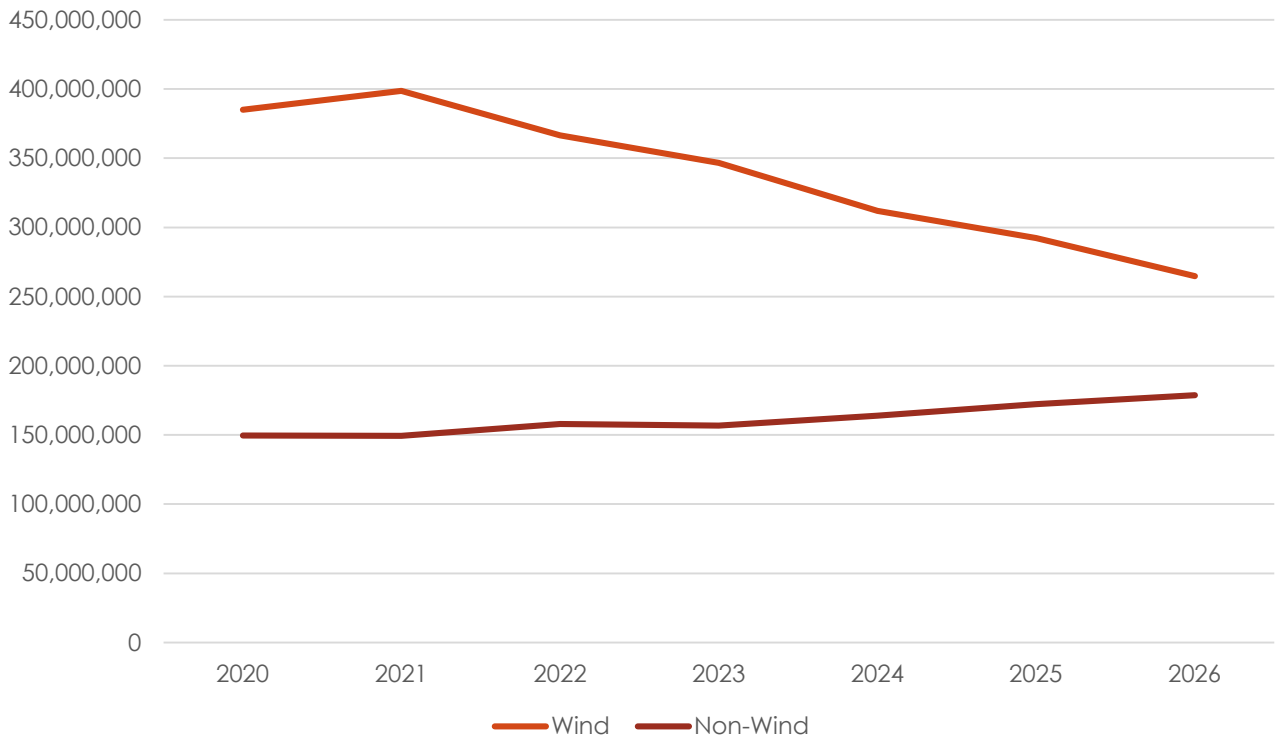
## All Property by Class as % of 2026 SEV



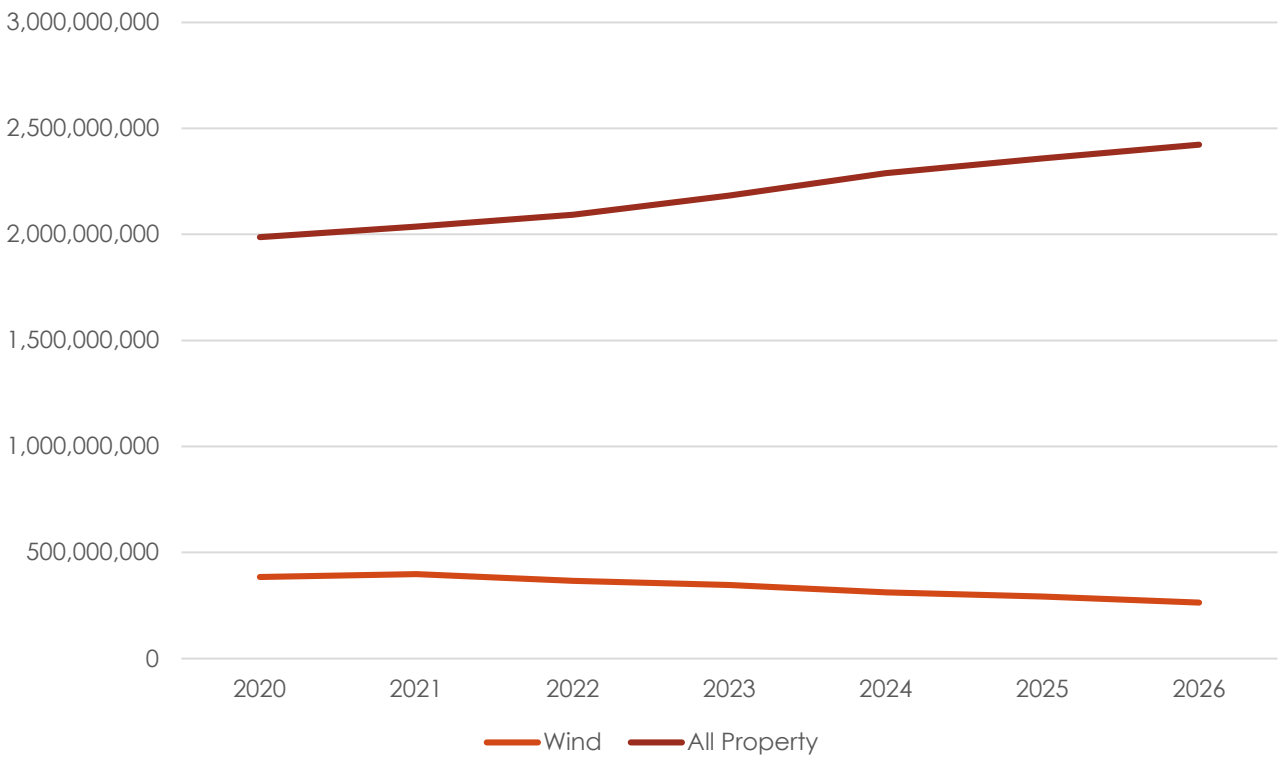
## All Property by Class as % of 2026 Taxable



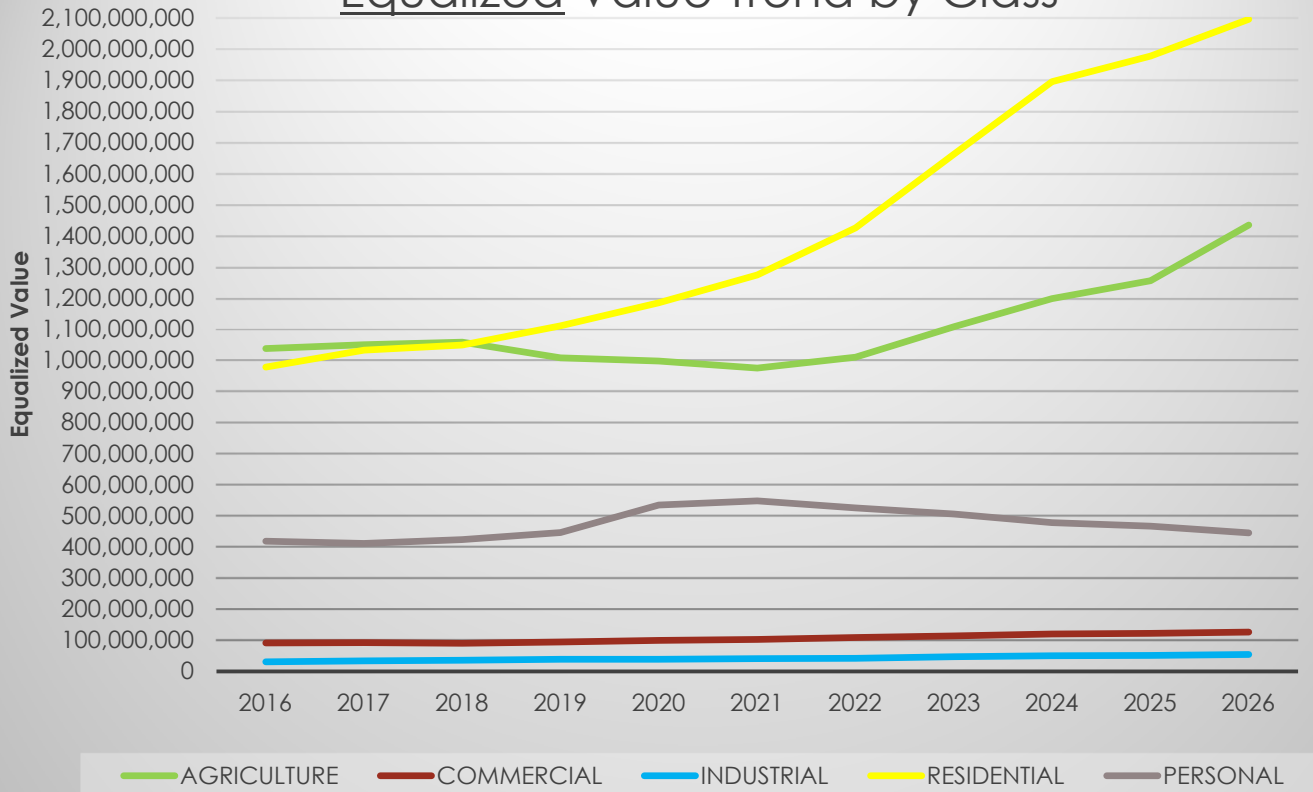
### Wind vs. Non-Wind Personal Property Taxable Values



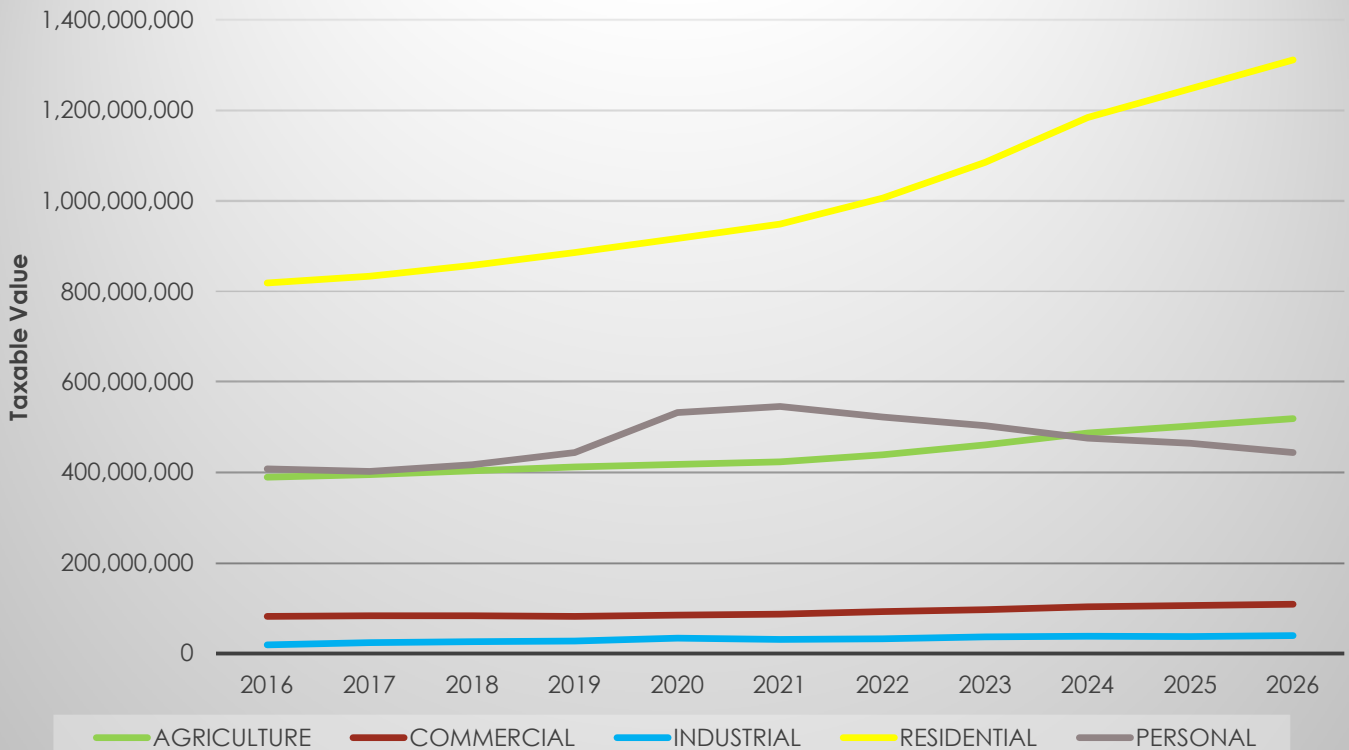
### Wind vs. All Property Taxable Values



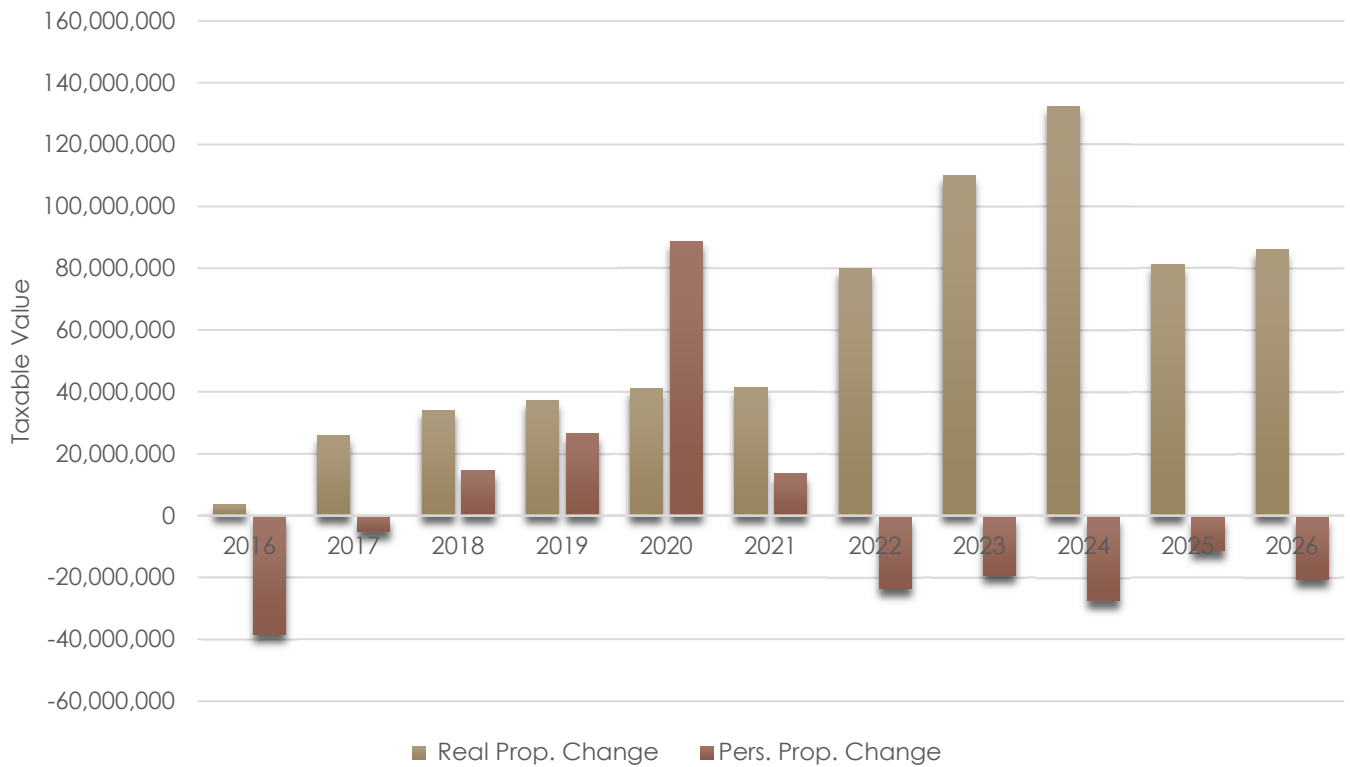
## Equalized Value Trend by Class



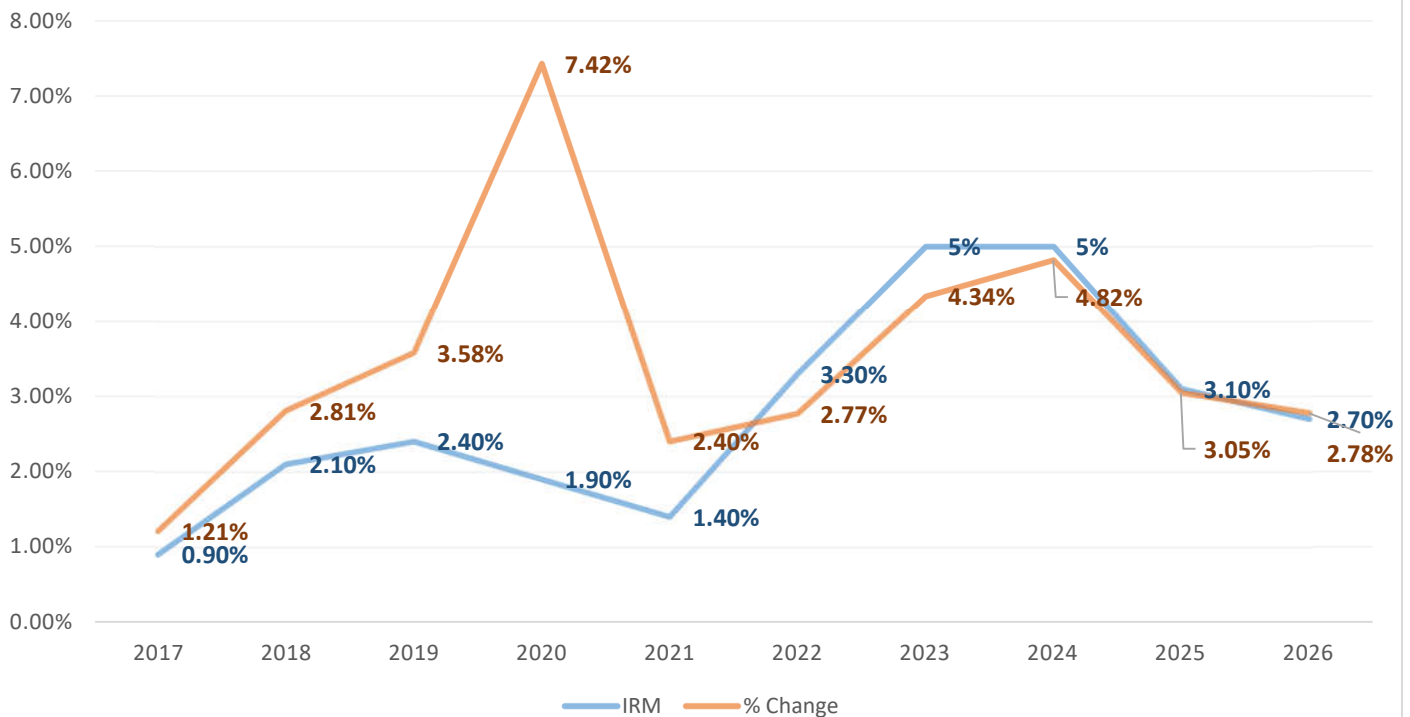
## Taxable Value Trend by Class



## Change in Taxable Value



## % Change in Taxable Value Compared to Inflation

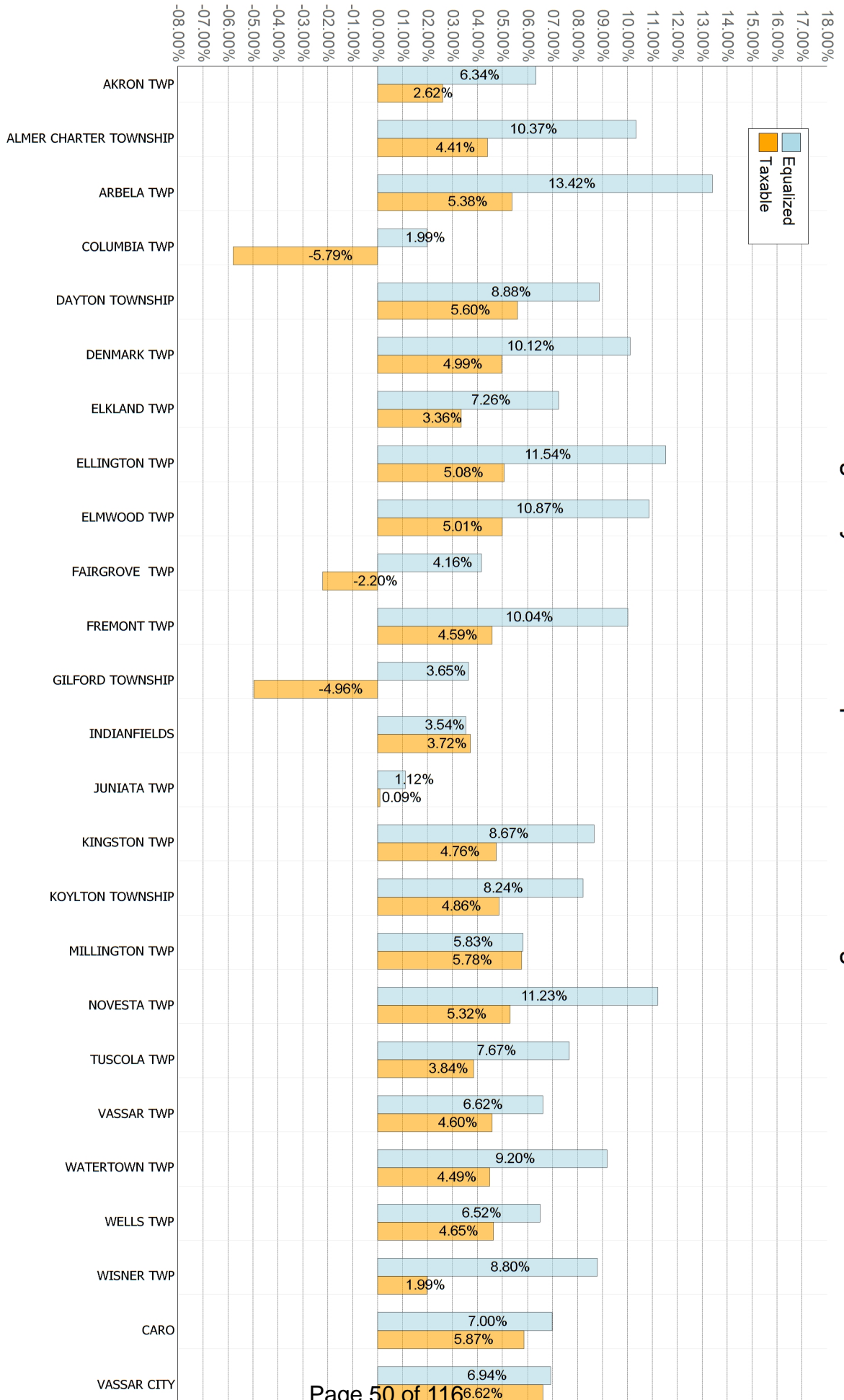


**TUSCOLA COUNTY**  
**Percent Change - 2025 to 2026**  
**Includes New, Loss and Adjustment**  
**By Local Unit**

Unit	2025 Equalized Value	2026 Equalized Value	C.E.V. % Change	2025 Taxable Value	2026 Taxable Value	Taxable % Change
<b>TOWNSHIPS</b>						
AKRON TWP	258,423,800	274,813,000	6.34%	152,004,518	155,990,541	2.62%
ALMER CHARTER TOWNSH	148,299,020	163,679,700	10.37%	80,790,736	84,357,205	4.41%
ARBELA TWP	163,983,703	185,984,225	13.42%	93,790,602	98,836,395	5.38%
COLUMBIA TWP	240,066,600	244,840,100	1.99%	165,674,000	156,088,478	-5.79%
DAYTON TOWNSHIP	136,340,100	148,440,900	8.88%	73,459,987	77,577,333	5.60%
DENMARK TWP	273,248,600	300,893,400	10.12%	170,225,740	178,717,263	4.99%
ELKLAND TWP	294,902,800	316,307,700	7.26%	194,130,296	200,653,107	3.36%
ELLINGTON TWP	95,332,900	106,332,600	11.54%	55,502,131	58,322,395	5.08%
ELMWOOD TWP	113,720,400	126,085,100	10.87%	56,762,585	59,603,664	5.01%
FAIRGROVE TWP	238,649,100	248,575,600	4.16%	156,540,359	153,102,580	-2.20%
FREMONT TWP	209,260,700	230,262,862	10.04%	126,374,958	132,177,401	4.59%
GILFORD TOWNSHIP	187,266,900	194,100,600	3.65%	123,641,614	117,511,983	-4.96%
INDIANFIELDS	115,006,200	119,082,000	3.54%	81,705,956	84,742,069	3.72%
JUNIATA TWP	162,044,000	163,852,600	1.12%	94,648,497	94,736,530	0.09%
KINGSTON TWP	112,997,506	122,798,940	8.67%	60,104,927	62,967,986	4.76%
KOYLTON TOWNSHIP	121,100,900	131,085,300	8.24%	67,742,112	71,036,449	4.86%
MILLINGTON TWP	283,139,100	299,637,600	5.83%	179,055,413	189,402,023	5.78%
NOVESTA TWP	101,352,000	112,737,200	11.23%	54,970,355	57,892,259	5.32%
TUSCOLA TWP	182,318,950	196,310,200	7.67%	105,578,552	109,637,985	3.84%
VASSAR TWP	188,542,853	201,022,440	6.62%	125,453,637	131,221,053	4.60%
WATERTOWN TWP	121,027,280	132,156,579	9.20%	75,823,968	79,231,274	4.49%
WELLS TWP	100,725,000	107,293,000	6.52%	63,120,733	66,054,376	4.65%
WISNER TWP	78,643,800	85,568,300	8.80%	37,164,941	37,905,607	1.99%
<b>CITIES</b>						
CARO	141,944,289	151,887,281	7.00%	106,529,803	112,778,192	5.87%

Unit	2025 Equalized Value	2026 Equalized Value	C.E.V. % Change	2025 Taxable Value	2026 Taxable Value	Taxable % Change
<b>CITIES</b>						
VASSAR CITY	83,103,100	88,868,300	6.94%	62,756,614	66,910,058	6.62%
<b>VILLAGES</b>						
AKRON VILLAGE 001	8,198,700	7,958,100	-2.93%	5,053,471	5,239,418	3.68%
AKRON VILLAGE 010	4,749,400	4,560,300	-3.98%	3,093,795	3,089,938	-0.12%
CASS CITY 007	94,221,300	97,406,600	3.38%	71,044,805	72,808,738	2.48%
FAIRGROVE VILLAGE 010	16,009,100	15,782,200	-1.42%	9,367,572	9,731,912	3.89%
GAGETOWN 009	7,057,400	7,574,800	7.33%	4,526,669	5,139,216	13.53%
KINGSTON VILLAGE 015	9,433,411	9,997,459	5.98%	6,348,503	6,723,737	5.91%
KINGSTON VILLAGE 016	2,249,600	2,223,900	-1.14%	1,849,403	1,773,760	-4.09%
MAYVILLE 011	29,673,900	34,847,781	17.44%	21,108,375	22,144,611	4.91%
MILLINGTON VILLAGE 017	37,983,700	39,635,800	4.35%	25,153,211	26,548,548	5.55%
REESE 006	54,043,400	59,388,700	9.89%	38,818,579	41,189,693	6.11%
UNIONVILLE 004	17,365,300	17,772,500	2.34%	11,741,359	12,088,174	2.95%

Arranged by Local Unit Equalized Value Change



**Tuscola County**  
**2026 Top 10 List - Ad Valorem Only**  
 County-Wide

**Top 10 Owners by Equalized Value**

Owner's Name	Real	Personal	Total
1 Consumers Energy Company	3,051,000	129,423,090	132,474,090
2 DTE Electric Company	1,555,500	81,764,441	83,319,941
3 Pegasus Wind LLC	70,700	79,097,900	79,168,600
4 International Transmission Co	1,538,000	43,891,042	45,429,042
5 Tuscola Wind II LLC	37,900	35,101,300	35,139,200
6 Tuscola Bay Wind LLC	n/a	34,062,900	34,062,900
7 Russell Family Land Co LLC	18,180,500	n/a	18,180,500
8 Paramount Enterprises Land LLC	12,501,100	n/a	12,501,100
9 Humpert Randall Revocable - Trust	11,691,700	0	11,691,700
10 Sylvester Land LLC	11,276,600	n/a	11,276,600
<b>Total</b>	<b>59,903,000</b>	<b>403,340,673</b>	<b>463,243,673</b>
County-wide Equalized Value	3,710,296,374	445,171,013	4,155,467,387
Percentage of County Total	1.61%	90.60%	11.15%

**Top 10 Owners by Taxable Value**

Owner's Name	Real	Personal	Total
1 Consumers Energy Company	1,434,723	129,423,090	130,857,813
2 DTE Electric Company	1,153,536	81,764,441	82,917,977
3 Pegasus Wind LLC	38,000	79,097,900	79,135,900
4 International Transmission Co	817,447	43,891,042	44,708,489
5 Tuscola Wind II LLC	26,699	35,101,300	35,127,999
6 Tuscola Bay Wind LLC	n/a	34,062,900	34,062,900
7 Thumb Electric Co-Op	385,136	9,641,244	10,026,380
8 Dairy Farmer's of America Inc	6,153,359	1,443,000	7,596,359
9 Poet Biorefining - Caro LLC	6,417,612	n/a	6,417,612
10 Russell Family Land Co LLC	6,195,680	n/a	6,195,680
<b>Total</b>	<b>22,622,192</b>	<b>414,424,917</b>	<b>437,047,109</b>
County-wide Taxable Value	1,985,805,448	445,171,013	2,430,976,461
Percentage of County Total	1.14%	93.09%	17.98%

**Personal and Real Property - TOTALS**

**L-4024**

The instructions for completing this form are on the reverse side of page 3.

Tuscola COUNTY

03/27/2026 09:25AM

Statement of acreage and valuation in the year 2026 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Township or City	Number of Acres Assessed (Col. 1) Acres Hundredths	Total Real Property Valuations (Totals from pages 2 and 3)		Personal Property Valuations		Total Real Plus Personal Property	
		Assessed Valuations (Col. 2)	Equalized Valuations (Col. 3)	Assessed Valuations (Col. 4)	Equalized Valuations (Col. 5)	Assessed Valuations (Col. 6)	Equalized Valuations (Col. 7)
Akron Township	31,966.00	200,913,900	200,913,900	65,941,000	65,941,000	266,854,900	266,854,900
Almer Township	21,491.00	159,578,400	159,578,400	4,101,300	4,101,300	163,679,700	163,679,700
Arbela Township	22,321.00	181,175,825	181,175,825	4,808,400	4,808,400	185,984,225	185,984,225
Caro City	1,752.00	142,948,200	142,948,200	8,939,081	8,939,081	151,887,281	151,887,281
Columbia Township	22,680.00	148,464,900	148,464,900	78,602,700	78,602,700	227,067,600	227,067,600
Dayton Township	22,915.00	144,796,200	144,796,200	3,644,700	3,644,700	148,440,900	148,440,900
Denmark Township	22,338.00	225,778,800	225,778,800	15,725,900	15,725,900	241,504,700	241,504,700
Elkland Township	22,000.00	208,745,400	208,745,400	10,155,700	10,155,700	218,901,100	218,901,100
Ellington Township	23,800.00	103,779,300	103,779,300	2,553,300	2,553,300	106,332,600	106,332,600
Elmwood Township	22,961.00	115,329,600	115,329,600	3,180,700	3,180,700	118,510,300	118,510,300
Fairgrove Township	22,808.00	155,901,800	155,901,800	72,331,300	72,331,300	228,233,100	228,233,100
Fremont Township	22,359.00	188,769,000	188,769,000	6,646,081	6,646,081	195,415,081	195,415,081
Gilford Township	21,529.00	133,394,300	133,394,300	60,706,300	60,706,300	194,100,600	194,100,600
Indianfields Township	19,243.00	110,966,400	110,966,400	8,115,600	8,115,600	119,082,000	119,082,000
Juniata Township	22,661.00	132,489,700	132,489,700	31,362,900	31,362,900	163,852,600	163,852,600
Kingston Township	22,267.00	109,774,700	109,774,700	3,026,781	3,026,781	112,801,481	112,801,481
Koylton Township	22,618.00	125,168,000	125,168,000	3,693,400	3,693,400	128,861,400	128,861,400
Millington Township	22,284.00	252,594,500	252,594,500	7,407,300	7,407,300	260,001,800	260,001,800
<b>Totals for County</b>							

Personal and Real Totals



**Equalized Valuations - REAL**

Tuscola COUNTY

The instructions for completing this form are on the reverse side of page 3.

Statement of acreage and valuation in the year 2026 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Akron Township	141,338,400	930,200	3,104,000	55,541,300			200,913,900
Almer Township	80,559,400	7,503,300		71,515,700			159,578,400
Arbela Township	53,143,900	1,494,600	623,000	125,914,325			181,175,825
Caro City		39,469,200	10,418,800	93,060,200			142,948,200
Columbia Township	114,113,100	1,253,500	399,500	32,698,800			148,464,900
Dayton Township	50,657,700	459,900		93,678,600			144,796,200
Denmark Township	110,677,300	5,832,000	2,301,300	106,968,200			225,778,800
Elkland Township	77,888,700	13,974,400	11,428,900	105,453,400			208,745,400
Ellington Township	41,111,700	828,500		61,839,100			103,779,300
Elmwood Township	81,393,000	424,700	215,100	33,296,800			115,329,600
Fairgrove Township	103,705,900	862,200	805,900	50,527,800			155,901,800
Fremont Township	30,937,100	8,525,500	902,200	148,404,200			188,769,000
Gilford Township	112,013,500	466,900	566,000	20,347,900			133,394,300
Indianfields Township	10,080,300	11,084,200	1,640,600	88,161,300			110,966,400
Juniata Township	48,705,100	867,600	48,100	82,868,900			132,489,700
Kingston Township	45,702,100	949,800	235,800	62,887,000			109,774,700
Koylton Township	36,339,900	793,700	55,700	87,978,700			125,168,000
Millington Township	38,755,500	8,080,700	3,578,400	202,179,900			252,594,500
<b>Totals for County</b>							

Real Property Equalized

**Equalized Valuations - REAL**

Tuscola COUNTY

The instructions for completing this form are on the reverse side of page 3.

Statement of acreage and valuation in the year 2026 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Equalized by County Board of Commissioners							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Novesta Township	52,780,300	1,224,300		55,826,000			109,830,600
Tuscola Township	78,758,500	3,932,400	2,123,500	96,927,500			181,741,900
Vassar City	229,500	11,102,400	6,774,500	62,812,300			80,918,700
Vassar Township	13,555,300	4,548,400	6,379,200	162,311,770			186,794,670
Watertown Township	28,942,800	381,800	1,581,400	93,602,979			124,508,979
Wells Township	25,811,200	396,200	586,300	77,119,800			103,913,500
Wisner Township	57,381,700	608,300		24,029,100			82,019,100
<b>Totals for County</b>	1,434,581,900	125,994,700	53,768,200	2,095,951,574	0	0	3,710,296,374

**Assessed Valuations - REAL**

Tuscola COUNTY

The instructions for completing this form are on the reverse side of page 3.

Statement of acreage and valuation in the year 2026 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Township or City	Real Property Assessed Valuations Approved by Boards of Review							Total Real Property
	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7)	
Akron Township	141,338,400	930,200	3,104,000	55,541,300				200,913,900
Almer Township	80,559,400	7,503,300		71,515,700				159,578,400
Arbela Township	53,143,900	1,494,600	623,000	125,914,325				181,175,825
Caro City		39,469,200	10,418,800	93,060,200				142,948,200
Columbia Township	114,113,100	1,253,500	399,500	32,698,800				148,464,900
Dayton Township	50,657,700	459,900		93,678,600				144,796,200
Denmark Township	110,677,300	5,832,000	2,301,300	106,968,200				225,778,800
Elkland Township	77,888,700	13,974,400	11,428,900	105,453,400				208,745,400
Ellington Township	41,111,700	828,500		61,839,100				103,779,300
Elmwood Township	81,393,000	424,700	215,100	33,296,800				115,329,600
Fairgrove Township	103,705,900	862,200	805,900	50,527,800				155,901,800
Fremont Township	30,937,100	8,525,500	902,200	148,404,200				188,769,000
Gilford Township	112,013,500	466,900	566,000	20,347,900				133,394,300
Indianfields Township	10,080,300	11,084,200	1,640,600	88,161,300				110,966,400
Juniata Township	48,705,100	867,600	48,100	82,868,900				132,489,700
Kingston Township	45,702,100	949,800	235,800	62,887,000				109,774,700
Koylton Township	36,339,900	793,700	55,700	87,978,700				125,168,000
Millington Township	38,755,500	8,080,700	3,578,400	202,179,900				252,594,500
<b>Totals for County</b>								

Real Property Assessed



**OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF \_\_\_\_\_ COUNTY**

WE HEREBY CERTIFY that section one column one is a true statement of the number of acres of land in each township and city in \_\_\_\_\_ County.

WE FURTHER CERTIFY that section one is a true statement of the value of real property and of the personal property in each township and city in \_\_\_\_\_ County in the year \_\_\_\_\_ as assessed and of the valuation of the real property and personal property in each township and city in said county as equalized by the Board of County Commissioners of said county.

WE FURTHER CERTIFY that section two is a true statement of the equalized valuations of real property classifications in each township and city in \_\_\_\_\_ County in the year \_\_\_\_\_ as determined by the Board of County Commissioners of said county.

WE FURTHER CERTIFY that section three is a true statement of the assessed valuations, approved by the Board of Review, of real property classifications in each township and city in \_\_\_\_\_ County in the year \_\_\_\_\_ as determined by the Board of County Commissioners of said county.

WE FURTHER CERTIFY that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 198 of 1974; P.A. 255 of 1978; P.A. 385 of 1984; P.A. 224 of 1985; P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State of Michigan.

These certifications are made on the \_\_\_\_\_ day of April \_\_\_\_\_, at a meeting of said board held pursuant to the provisions of MCL 209.1 - 209.8.

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chairperson of Board of Commissioners

\_\_\_\_\_  
Equalization Director

\_\_\_\_\_  
Clerk of Board of Commissioners

**INSTRUCTIONS FOR COMPLETING THE 608 (L-4024) ASSESSED AND EQUALIZED VALUATIONS WORKSHEET**

This form is due on or before the first Monday in May to the State Tax Commission (STC) (MCL 209.5 (2)) by attaching a signed L-4024 into the Michigan Equalization Gateway (MEG) filing cabinet and submitting the L-4024 form in the MEG county portal by following the instructions below.

The MEG system will autogenerate the L-4023 following the successful save and submission of all local units L-4018 and L-4022AV forms by the county and the acceptance of those forms by Property Services Divisions (PSD) staff. MEG will auto-generate the L-4024 form upon the successful save and submission of the L-4023 form by the county and the acceptance of the L-4023 form by PSD staff. All data on the L-4024 is populated from the previously submitted L-4023, except for the number of acres. Counties must manually enter the assessable acreage for each local unit.

The county must review, in the MEG county portal the L-4024 valuation data for each local unit as well as the county totals. The county shall verify the valuation and acreage data in the MEG county portal then save the L-4024 in the L-4024 form module thereby creating an L-4024 PDF rendering. The county shall print this PDF rendering and present it to your County Board of Commissioners for signing during their equalization session.

MCL 209.5 requires the Equalization Director and the Chairperson and Clerk of the County Board of Commissioners to sign the L-4024. After signing, scan and upload the signed form to the filing cabinet in the MEG county portal. After the paper copy of the L-4024 has been signed, scanned and uploaded to the filing cabinet in MEG, submit the L-4024 in the MEG county portal. Once submitted, the L-4024 report will be locked in MEG. To make subsequent changes please contact the Property Services Division at equalization@michigan.gov.

Governmental Unit	Real				Personal				Grand						
	Ag	Comm	Ind	Res	T-C	Dev	Total	Ag	Comm	Ind	Res	Util	Total	Exempt	Total
AKRON TWP	558	24	10	891	0	0	1483	0	54	55	0	15	124	70	1677
ALMER CHARTER TOWNSHIP	383	55	0	841	0	0	1279	0	65	2	0	8	75	46	1400
ARBELIA TWP	301	21	8	1240	0	0	1570	0	26	1	0	10	37	13	1620
COLUMBIA TWP	470	49	10	505	0	0	1034	0	36	73	0	26	135	48	1217
DAYTON TOWNSHIP	279	12	0	1901	0	0	2192	0	32	0	0	4	36	52	2280
DENMARK TWP	398	92	31	1090	0	0	1611	0	96	4	0	17	117	85	1813
ELKLAND TWP	337	180	20	1475	0	0	2012	0	152	16	0	9	177	91	2280
ELLINGTON TWP	225	5	0	663	0	0	893	0	16	2	0	9	27	18	938
ELMWOOD TWP	358	22	10	535	0	0	925	0	32	1	0	11	44	29	998
FAIRGROVE TWP	402	32	14	699	0	0	1147	0	46	67	0	18	131	52	1330
FREMONT TWP	180	96	7	1610	0	0	1893	0	122	0	0	8	130	114	2137
GILFORD TOWNSHIP	433	11	4	281	0	0	729	0	11	85	0	13	109	6	844
INDIANFIELDS	51	87	12	1114	0	0	1264	0	70	3	0	4	77	111	1452
JUNIATA TWP	226	13	1	804	0	0	1044	0	22	24	0	20	66	60	1170
KINGSTON TWP	248	26	13	794	0	0	1081	0	29	0	0	11	40	26	1147
KAYLTON TOWNSHIP	198	19	1	935	0	0	1153	0	32	0	0	7	39	33	1225
MILLINGTON TWP	202	125	28	2028	0	0	2383	0	134	6	0	5	145	61	2589
NEVSTA TWP	270	18	0	742	0	0	1030	0	34	0	0	3	37	23	1090
TUSCOLA TWP	395	47	20	963	0	0	1425	0	53	3	0	10	66	26	1517
VASSAR TWP	70	47	53	1848	0	0	2018	0	46	2	0	9	57	23	2098
WERTOWN TWP	180	10	10	1112	0	0	1312	0	28	7	0	8	43	27	1382
WELLS TWP	191	8	8	1005	0	0	1212	0	16	3	0	7	26	20	1258
WISNER TWP	215	16	0	401	0	0	632	0	55	1	0	3	59	17	708
CARO	0	270	19	1423	0	0	1712	0	321	12	0	4	337	199	2248
VASSAR CITY	3	132	12	919	0	0	1066	0	104	6	0	3	113	132	1311
Totals	6573	1417	291	25819	0	0	34100	0	1632	373	0	242	2247	1382	37729

### Taxable Valuations, Tuscola County

Issued under the General Property Tax Act, Section 211.1.27d. Filing is mandatory.

Statement of taxable valuation in the year 2026. File this form with the State Tax Commission on or before the fourth Monday in June.

Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Akron	48,300,201	904,428	3,068,751	32,536,743	0	0	84,810,123
Almer	26,831,188	6,812,312	0	46,612,405	0	0	80,255,905
Arbela	23,041,538	1,269,490	106,624	69,610,343	0	0	94,027,995
Columbia	41,350,934	1,105,006	359,107	22,582,557	0	0	65,397,604
Dayton	17,710,850	374,033	0	55,847,750	0	0	73,932,633
Denmark	42,422,972	5,313,412	2,014,665	72,050,621	0	0	121,801,670
Elkland	24,070,826	13,067,396	10,742,101	69,808,346	0	0	117,688,669
Frankington	13,939,244	607,827	0	41,222,024	0	0	55,769,095
Frankwood	27,128,222	362,274	136,107	23,657,145	0	0	51,283,748
Frankgrove	38,065,713	748,217	663,150	28,472,350	0	0	67,949,430
Frankmont	12,851,246	6,960,523	847,177	82,727,763	0	0	103,386,709
Frankford	41,166,357	409,427	548,357	14,681,542	0	0	56,805,683
Frankfields	3,960,084	9,791,957	1,475,801	61,398,627	0	0	76,626,469
Juniaata	16,880,487	828,272	17,264	45,647,607	0	0	63,373,630
Kingston	14,904,822	835,102	64,680	37,412,864	0	0	53,217,468
Koylton	13,046,143	739,715	55,700	51,727,731	0	0	65,569,289
Millington	16,768,369	6,597,500	3,089,469	128,990,837	0	0	155,446,175
Novesta	18,808,580	957,748	0	35,219,331	0	0	54,985,659
Tuscola	28,857,385	3,717,616	1,620,933	60,873,751	0	0	95,069,685
Vassar	5,970,254	3,964,769	4,880,668	102,177,592	0	0	116,993,283
Watertown	11,965,608	349,201	794,734	58,474,131	0	0	71,583,674
Wells	11,749,832	270,599	520,236	50,134,209	0	0	62,674,876
Wisner	19,036,838	557,547	0	14,762,022	0	0	34,356,407
Caro	0	32,614,600	8,828,266	62,396,245	0	0	103,839,111
Vassar City	120,067	9,715,488	5,357,304	43,767,599	0	0	58,960,458
<b>Totals for County</b>	518,947,760	108,874,459	45,191,094	1,312,792,135	0	0	1,985,805,448

## Taxable Valuations, Tuscola County

Issued under the General Property Tax Act, Section 211.1.27d. Filing is mandatory.

L-4046

Statement of taxable valuation in the year 2026. File this form with the State Tax Commission on or before the fourth Monday in June.

Township or City	(Col. 8) Agricultural	(Col. 9) Commercial	(Col. 10) Industrial	(Col. 11) Residential	(Col. 12) Utility	(Col. 13) Total Personal Property
Akron	0	449,600	35,678,000	0	29,813,400	65,941,000
Almer	0	671,400	0	0	3,429,900	4,101,300
Arbela	0	98,700	0	0	4,709,700	4,808,400
Columbia	0	70,100	68,203,400	0	10,329,200	78,602,700
Dayton	0	832,200	0	0	2,812,500	3,644,700
Denmark	0	349,800	98,800	0	15,277,300	15,725,900
Elkland	0	1,578,700	1,594,900	0	6,982,100	10,155,700
Ellington	0	0	0	0	2,553,300	2,553,300
Elmwood	0	185,200	0	0	2,995,500	3,180,700
Fairgrove	0	392,200	52,051,300	0	19,887,800	72,331,300
Fremont	0	1,299,281	0	0	5,346,800	6,646,081
Glifford	0	0	46,414,000	0	14,292,300	60,706,300
Indianfields	0	598,200	0	0	7,517,400	8,115,600
Juniata	0	90,000	25,491,200	0	5,781,700	31,362,900
Kingston	0	108,551	0	0	2,918,230	3,026,781
Koylton	0	675,900	0	0	3,017,500	3,693,400
Millington	0	1,456,200	761,100	0	5,190,000	7,407,300
Novesta	0	251,900	0	0	2,654,700	2,906,600
Tuscola	0	789,100	664,800	0	13,114,400	14,568,300
Vassar	0	1,179,010	30,780	0	13,017,980	14,227,770
Watertown	0	330,460	7,060	0	7,310,080	7,647,600
Wells	0	494,500	948,600	0	1,936,400	3,379,500
Wisner	0	57,100	520,400	0	2,971,700	3,549,200
Cairo	0	4,925,627	0	0	4,013,454	8,939,081
Vassar City	0	2,169,700	0	0	5,779,900	7,949,600
<b>Totals for County</b>	<b>0</b>	<b>19,053,429</b>	<b>232,464,340</b>	<b>0</b>	<b>193,653,244</b>	<b>445,171,013</b>

**Taxable Valuations, Tuscola County**

Issued under the General Property Tax Act, Section 211.1-27d. Filing is mandatory.

**L-4046**

Statement of taxable valuation in the year 2026. File this form with the State Tax Commission on or before the fourth Monday in June.

Township or City	(Col. 14) Total Real and Personal Property Taxable Valuations	(Col. 15) Homeowner's Principal Residence & Qualified Agricultural & Qualified Forest Property Taxable Valuations	(Col. 16) Commercial Personal Property Taxable Valuations	(Col. 17) Industrial Personal Property Taxable Valuations	(Col. 18) Non-Homestead and Non- Qualified Agricultural and Non- Qualified Forest Personal Property Taxable Valuations except Commercial and Industrial
Akron	150,751,123	70,871,679	449,600	35,678,000	43,751,844
Almer	84,357,205	67,832,106	671,400	0	15,853,699
Arbela	98,836,395	84,612,691	98,700	0	14,125,004
Columbia	144,000,304	61,606,142	70,100	68,203,400	14,120,662
Dayton	77,577,333	53,741,413	832,200	0	23,003,720
Denmark	137,527,570	107,215,078	349,800	98,800	29,863,892
Elkland	127,844,369	83,626,232	1,578,700	1,594,900	41,044,537
Ellington	58,322,395	47,859,520	0	0	10,462,875
Elmwood	54,464,448	47,618,130	185,200	0	6,661,118
Fairgrove	140,280,730	62,608,682	392,200	52,051,300	25,228,548
Fremont	110,032,790	82,331,984	1,299,281	0	26,401,525
Gifford	117,511,983	54,109,964	0	46,414,000	16,988,019
Indianfields	84,742,069	58,556,111	598,200	0	25,587,758
Juniala	94,736,530	56,034,600	90,000	25,491,200	13,120,730
Kingston	56,244,249	42,937,762	108,551	0	13,197,936
Koylton	69,262,689	50,994,207	675,900	0	17,592,582
Millington	162,853,475	127,756,314	1,456,200	761,100	32,879,861
Novesta	57,892,259	46,826,783	251,900	0	10,813,576
Tuscola	109,637,985	84,479,675	789,100	664,800	23,704,410
Vassar	131,221,053	94,523,102	1,179,910	30,780	35,488,161
Watertown	79,231,274	60,301,489	330,460	7,060	18,592,265
Wells	66,054,376	48,293,314	494,500	948,600	16,317,962
Wisner	37,905,607	29,305,667	57,100	520,400	8,022,440
Caro	112,778,192	50,975,772	4,925,627	0	56,876,793
Vassar City	66,910,058	36,744,606	2,169,700	0	27,995,752
<b>Totals for County</b>	<b>2,430,976,461</b>	<b>1,611,763,023</b>	<b>19,053,429</b>	<b>232,464,340</b>	<b>567,695,669</b>



13885 Telegraph Rd.  
 Flat Rock, MI 48134  
 Phone: 734-782-3249  
 Fax: 734-782-3867  
[www.greatlaketower.com](http://www.greatlaketower.com)

*Cow Agenda*

**Bid Number:** 17802

**Contact:** Scott Johnson/Project Manager  
[Scott@greatlaketower.com](mailto:Scott@greatlaketower.com)  
 Mobile: 734-732-1164

<b>Date:</b>	March 26, 2026
<b>Customer:</b>	Tuscola County Central Dispatch
<b>Attn:</b>	Carrie Tabar
<b>Jobsite:</b>	Tuscola County Central Dispatch

<b>Labor:</b>	Labor for tower inspection and to check plumb & Tension.	\$2,600.00
		<b>Labor Subtotal</b> \$2,600.00

<b>Materials:</b>		
		<b>Material Subtotal</b>

**Total** \$2,600.00



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
**Larry Zapfe, Director**

To: Tuscola County Board of Commissioners and Interim Administrator Mike Miller.

From: Larry Zapfe, Director

Date: April 13, 2026

Re: Request to hire Connie Blacker.

Respectfully, request to hire Connie Blacker to replace seasonal Field Technician Jessica Dopp who moved into the vacant Utility Person position. Connie would begin work on April 27<sup>th</sup> at the starting payrate of \$14.85 an hour pending the results of a background check and a physical.

Thank you for your time and consideration.

Larry Zapfe, Director

**TUSCOLA COUNTY  
BOARD OF COMMISSIONERS  
2026 - 06**

**Resolution Honoring Steve Anderson**

**Whereas,** Lieutenant Steve Anderson, of the Tuscola County Sheriff's Office is retiring on April 18, 2026 after 27 years of dedicated service to the citizens of Tuscola County; and

**Whereas,** Steve's career with the Sheriff's Office began in 1998 in Corrections, moving to Road Patrol in 1999, where he quickly established himself as a dependable officer and leader. In 2012, Steve was appointed as Tuscola County Emergency Manager, a role he has served with professionalism, dedication, and an unwavering commitment to the safety of our community; and

**Whereas,** Steve earned a Criminal Justice degree from Delta College. He is a graduate of the Emergency Management Institute in 2011 and earned the designation of Professional Emergency Manager from the State of Michigan. Steve also served as a Firearms Instructor and Armorer, Field Training Officer, and became an Advanced Alert, Lockdown, Inform, Counter and Evacuate (A.L.I.C.E). training instructor in 2015, helping prepare schools and organizations for critical incident response; and

**Whereas,** As Emergency Manager, Steve helped the county navigate numerous disasters and emergency events, many of which required long hours behind the scenes coordinating response, resources, and recovery. Steve also led countywide emergency preparedness and disaster response planning. He worked closely with local fire departments, EMS, law enforcement, hospitals, public health officials, and local government leaders. Additionally, he collaborated with numerous state and federal agencies including the Michigan State Police Emergency Management Division, FEMA, and Homeland Security, to ensure our County remained prepared for severe weather and infrastructure disruption to large-scale public safety incidents; and

**Whereas,** Steve also worked tirelessly to secure hundreds of thousands of dollars in grants, bringing valuable equipment, training opportunities and resources to agencies across Tuscola County. During COVID-19 pandemic, he played a key role in coordinating county response efforts and obtained critical supplies needed to support local agencies and residents during an unprecedented crisis; and

**Whereas,** Steve's commitment to service has been recognized with numerous awards including Meritorious Service Award 2002, Commendation for Valor 2002, Employee of the Year in 2011, three (3) Professional Excellence Awards in 2004 along with Professional Excellence Awards in 2005, 2007, 2012 and 2016: and

**Whereas,** Steve's career reflects dedication, professionalism, and one of the deepest commitments to public safety and the residents of Tuscola County. His leadership, experience and willingness to assist others will be greatly missed.

**Therefore, Be It Resolved,** that on behalf of the residents of Tuscola County, the Board of Commissioners commends Deputy Steve Anderson of the Tuscola County Sheriff's Office for his tremendous contributions to Tuscola County during his time of service and wishes him the very best in his well-earned retirement.

\_\_\_\_\_  
Kim Vaughan – Chairperson

\_\_\_\_\_  
Thomas Bardwell, Vice-Chairperson

\_\_\_\_\_  
Commissioner Bill Lutz

\_\_\_\_\_  
Commissioner Matt Koch

\_\_\_\_\_  
Commissioner Nancy Barrios

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at its meeting on April 16, 2026.

Date \_\_\_\_\_

\_\_\_\_\_  
Jodi Fetting - Tuscola County Clerk



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
*Larry Zapfe, Director*

To: Tuscola County Board of Commissioners and Interim Administrator Mike Miller.

From: Larry Zapfe, Director

Date: April 16, 2026

Re: Request to purchase additional mosquito control products.

Due to the abundance amount of standing water in the county this spring, I would like to respectfully request to purchase 12,800 lbs. of additional Vectobac G granules from Sumitomo Biorational LLC for \$1.286 per pound. Total cost \$16,460.80. The funds for this purchase were anticipated for and would be removed from the 2026 Mosquito Abatement Budget.

Thank you for your time and consideration.



# ADVANCED

Correctional Healthcare, Inc.

Tuscola, MI

Contract Term: 5/1/26-4/30/27

CPI: 3%

Date Quoted: 3/5/26

Quote Valid Through: 90 Days

### ANNUAL PRICING SUMMARY

Category	Current Contract	Renewal
<b>Total Annual Price</b>	\$291,208	\$295,714
<b>Pricing Breakdown</b>		Medical \$273,521.42 Mental Health \$22,192.58
<b>Price Per Contract Hour</b>	\$121.74	\$121.00
<b>ADP</b>	85	60
<b>Per Diem Rate (if applicable)</b>	\$0.46	\$0.43

### STAFFING LEVELS INCLUDED

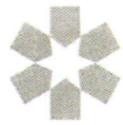
Staffing Category	Current Hours/Wk	Renewal Hours/Wk
<b>Prescriber</b>	1 hr/wk + 24/7 on-call	Same
<b>Nursing</b>	40 hrs/wk	Same
<b>QMHP</b>	5 hrs/wk	6 hrs/wk
<b>On-Call QMHP</b>	\$150/hr telehealth; \$200/hr in person	Same

### VALUE-ADDED PROGRAMS (INCLUDED)

Program	Current	Renewal
Medical Claims Repricing	\$17/claim + 30% of savings	Same
Online Officer Training	Free	Free
Officer Wellness / CIERR	Free	Free
ASQ Suicide Screening Tool	Free	Free

### OPTIONAL ADD-ONS

Program / Service	Cost	Add?
PREA Victim Advocacy	\$175/hr	<input type="checkbox"/>
DetainEMR	Pricing Available	<input type="checkbox"/>
Wellness Checks	\$150-\$300/hr	<input type="checkbox"/>
Fitness for Duty Evals	Case-by-case	<input type="checkbox"/>
Discharge Planner	Pricing Available	<input type="checkbox"/>
Addiction Professional	Pricing Available	<input type="checkbox"/>



# ADVANCED

Correctional Healthcare, Inc.

## SELECTION & SIGNATURES

Add-On Services Selected:

- PREA
- DetainEMR
- Wellness Checks
- Fitness for Duty Evals
- Discharge Planner
- Addiction Professional

County Representative Signature: \_\_\_\_\_

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

### Contract Manager Contact

Nick Burleson

517.290.2526

Nick.burleson@advancedch.com

www.advancedch.com

**BUSINESS ASSOCIATE AGREEMENT**  
**TUSCOLA COUNTY, MICHIGAN**

**Definitions**

**Catch-all definition:**

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**Specific definitions:**

- (a) **Business Associate.** "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) **Covered Entity.** "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Tuscola County Jail.
- (c) **HIPAA Rules.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

**Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522,

to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

#### **Permissible Requests by Covered Entity**

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

#### **Term and Termination**

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

#### **Miscellaneous**

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

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

**BUSINESS ASSOCIATE**

ADVANCED CORRECTIONAL HEALTHCARE, INC.

\_\_\_\_\_  
Jessica K. Young, Esq., CCHP-A  
President & Chief Executive Officer

\_\_\_\_\_  
Date

**COVERED ENTITY**

TUSCOLA COUNTY JAIL

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com)

**AGREEMENT FOR THE PROVISION OF HEALTH CARE  
TO INCARCERATED PATIENTS  
TUSCOLA COUNTY, MICHIGAN**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Tuscola, located in the State of Michigan, through the Tuscola County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a Tennessee corporation.

**ARTICLE 1:  
ACH**

- 1.1 DENTAL CARE. ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.2 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.3 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.4 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.5 MEDICAL CLAIMS RE-PRICING. Upon the county's request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county - \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.6 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.7 MORTALITY AND MORBIDITY REVIEW. The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.

- 1.8 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.9 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy and practice of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.10 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.11 PHARMACEUTICALS. The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy and practice of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.12 STAFFING.
- 1.12.1 CANCELATIONS. If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
- 1.12.2 CREDITS. ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)
- 1.12.3 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be "on call" during meal break(s) so that they may respond to an emergency, then the worker is considered to be "on duty" and the meal break(s) will be paid for by the county.
- 1.12.4 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A

prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, ACH endeavors to provide replacement onsite coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back 75% of the wages of the particular worker) (the other 25% pays for telephone on-call).

- 1.12.5 NURSING. ACH will provide on-site nursing coverage for 40 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.12.6 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 5 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.12.7 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.12.8 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.
- 1.13 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.

## ARTICLE 2: THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

- 2.2 **BIOMEDICAL WASTE DISPOSAL.** The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 2.3 **CO-PAY.** Patients will be seen by the health care team regardless of their ability to pay.
- 2.4 **COUNTY'S POLICIES & PROCEDURES.** As with training, the facility is responsible for its policies and procedures. ACH does not have medical policies and procedures because every state and each correctional facility are different. Staff will work within the facility's policies and procedures. All policies and procedures, including officer communications forms, will at all times remain the property of the county and will remain at the facility. Upon request of the county, ACH may make recommendations to the county's existing health care policies and procedures for the county to implement or deny. If the county does not have policies and procedures, ACH may recommend the National Commission on Correctional Healthcare policy templates as a starting point to be made site-specific by the facility. It is the policy and practice of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. Policies and procedures regarding medical care should be treated as guidelines, not inflexible rules; they are not intended to establish a standard of medical care; nor are they a substitute for common sense. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 2.5 **CPR CARDS.** ACH will not pay for CPR cards for county workers.
- 2.6 **DUTY TO PROTECT PATIENTS.** The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. For example, supervision of patients on suicide watch is the county's responsibility. This duty also extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.7 **ELECTRONIC COMMUNICATIONS.** The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.8 **LICENSURE.** It is the county's responsibility to hold the necessary certifications, licensures and permits (including but not limited to, and as appropriate: CLIA waiver, DEA registration for the physical location, hazardous waste disposal permits, medical clinic license, other lab licenses, pharmacy license, state-controlled substance registration, etc.).
- 2.9 **MEDICAL AND MENTAL HEALTH RECORDS.** Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

- 2.10 **MEDICAL EQUIPMENT (DURABLE).** The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 2.11 **MEDICAL SUPPLIES (DISPOSABLE).** The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.
- 2.12 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 2.13 **NON-MEDICAL CARE OF PATIENTS.** The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.14 **NURSING LICENSURE.** ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.15 **OFFICE EQUIPMENT (DURABLE).** The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.16 **OFFICE SUPPLIES (DISPOSABLE).** The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.17 **OFFICER TRAINING.** The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency

procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).

- 2.18 **PREVENTATIVE SERVICES.** If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.19 **RECRUITING.**
- 2.19.1 **DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY.** ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.19.2 **DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS.** ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.
- 2.20 **SECURITY.** The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).
- 2.21 **WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT).** ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors and the

county is specifically prohibited from doing the same. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

**ARTICLE 3:**  
**COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$270,499 to ACH for services rendered in the first year of this agreement. To do so, the county agrees to make monthly payments of \$22,541.59 to ACH during the term of this agreement. Both parties agree this is a fair and reasonable price. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
- 3.1.2 ANNUAL AMOUNT IN SECOND AND THIRD YEAR OF AGREEMENT AND UPON RENEWAL.
- 3.1.2.1 This contract price is at the current/incumbent nurse's wage. If a new nurse is needed, the county understands and agrees to pay a higher contract price (for higher wages).
- 3.1.2.2 SECOND (5/1/24-4/30/25) & THIRD (5/1/25-4/30/26) YEARS. If the current/incumbent nurse remains, then the annual increase will be 3%. If the current/incumbent nurse does not remain, then the annual increase will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.
- 3.1.2.3 RENEWALS (5/1/26+). The annual increase will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.
- 3.1.3 CREDITS. Any credits due will first be applied to any outstanding invoices.

- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 85. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.43 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.43 x 91)
- 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

**ARTICLE 4:**  
**TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on May 1, 2023 at 12:01 A.M. and will continue in full force and effect until April 30, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, with or without cause and without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. At the end of the 30-day notice period,

the agreement shall terminate with no further obligations by either party except for those obligations that are intended to survive termination (such as payment for services rendered). If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

**ARTICLE 5:**  
**GENERAL TERMS AND CONDITIONS**

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2022, ~\$72/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, request(s) for proposals, request(s) for proposals responses, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.

- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy and practice of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, disability, height, weight, marital or familial status, age, genetics, or any other status or characteristic protected by applicable state or federal law. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.9 **FILMING.** ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: [Contracts@advancedch.com](mailto:Contracts@advancedch.com). ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its workers against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles).
- 5.12 **HOLD HARMLESS AND INDEMNIFY.**
- 5.12.1 ACH will hold harmless and indemnify the county (together with its respective workers) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its workers, which is. With respect to any claim for indemnification, the county will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the workers, agents, and counsel) reasonable access to any of its workers, property, and records for the purposes of conducting an investigation of such claim

and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the county denies ACH reasonable access as set forth, after written request therefore, the county will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.12.2 The county will hold harmless and indemnify ACH (together with its respective workers) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the county or its workers. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the county within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the county (including the workers, agents, and counsel) reasonable access to any of its workers, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the county reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.12.3 SURVIVABILITY. The parties' obligations under this Section shall survive termination of this agreement.

5.13 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed. ACH will require that all independent contractors it utilizes to provide services under this agreement shall maintain the insurance coverages and limits of liability required by this agreement.

#### 5.14 INSURANCE.

5.14.1 ACH or its subsidiary(s) will maintain CGL coverage and professional liability insurance, including civil rights liability, with minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.

5.14.2 ACH or its subsidiary(s) will maintain workers' compensation and employer's liability insurance covering its workers while on the facility's premises that complies with the statutory minimum requirements in the applicable state(s).

5.14.3 ADDITIONAL INSUREDS. ACH or its subsidiary(s) will cover the county as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the CGL and professional liability portions of insurance.

5.14.4 PROOF OF INSURANCE. ACH shall provide the county with proof that ACH, its staff and any independent contractors have the insurance coverage and limits of

liability required by this agreement. ACH shall promptly notify the county, in writing, of any change in coverage, reduction in limits of liability or cancelation of insurance coverage. If ACH fails to provide proof of insurance as required by this agreement, the county shall be entitled to terminate this agreement without providing 30 days' advance written notice as otherwise required by Section 4.2.2.

- 5.14.5 SURVIVABILITY. The parties' obligations under this Section shall survive termination of this agreement.
- 5.15 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.16 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.17 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.18 NON-ASSIGNMENT. No party to this agreement may assign or transfer the agreement, or any of its duties or obligations under this agreement, without the prior written consent of the other party.
- 5.19 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Tuscola County Jail, 420 Court St. #1, Caro, MI 48723. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: [Contracts@advancedch.com](mailto:Contracts@advancedch.com).
- 5.20 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof. Without limiting the generality of the

foregoing, no entity identified in this agreement including but not limited to Freedom Behavioral Health, Inc., is a third-party beneficiary to this agreement.

- 5.21 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.22 SUBCONTRACTING. ACH is a corporation, so it is not contracting to provide health care services; rather, ACH is contracting to arrange for health care services to be provided by a professional organization that can practice medicine in the county's jurisdiction. ACH will manage the contract and recruit and pay subcontractors. Subcontracted services may include, but are not limited to, behavioral health, dental, electronic medical records, nursing, prescribing, and training. For example, ACH subcontracts staffing, behavioral health care, EMR, and training to different subcontractors.
- 5.23 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.24 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date and year written below.

**ADVANCED CORRECTIONAL HEALTHCARE, INC.**

\_\_\_\_\_  
Jessica K. Young, Esq., CCHP-A  
President & Chief Executive Officer

\_\_\_\_\_  
Date

**COUNTY OF TUSCOLA, MICHIGAN**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com).

If this contract is not returned to ACH by 4/24/23, the price will increase.



March 26, 2026

Tuscola County Board of County Commissioners  
Attention: Kim Vaughan, Chair

Sheriff of Tuscola County, Michigan  
Ryan Robinson, Sheriff  
Daniel Lisowski, Lieutenant

As the largest and most comprehensive provider of Medical Services in Tuscola County, we are pleased to offer you a solution that can help improve the quality of care within the Tuscola County Jail, increasing services while maintaining (if not lowering) current costs.

Our proposal aims to work to provide the same level of services currently provided while enhancing those same services with Medication Assisted Therapy, access to an urgent care for sick detainees, coordination of care, reducing the cost of prescriptions, and providing basic labs and radiological testing through our urgent care up to a certain annual inclusive cost. This approach directly addresses common health challenges in detention settings, ensuring detainee health and safety.

We believe we are well-positioned to provide more comprehensive care due to our unique role in this area and the comprehensive services we can offer at no additional cost to the County. The highlights of our services are set forth in Exhibit A of the enclosed proposed agreement. Further details are aligned within the agreement. Our goal is to provide our services with a bare minimum of profit, as good stewards of funds within our collective community. We anticipate these enhancements will lead to improved health outcomes and reduced emergency interventions for detainees.

If you review the proposal and have any questions, please do not hesitate to contact me at your earliest convenience. Your feedback is important to us and will help ensure our services meet your needs. We will be present on April 13th, 2026, at the Tuscola County Commissioners Meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Daniels", is written over a light blue circular stamp.

Andrew J. Daniels  
Co-CEO

Aspire Rural Health System  
[andy.daniels@aspirerhs.org](mailto:andy.daniels@aspirerhs.org)

O: (989) 912-6328 C: (989) 827-8777



**Aspire Rural Health System  
Tuscola County Jail (“TCJ”) Proposal**

**Summary Proposal**

Prescriber	1 hr./week + 24/7 on call (Aspire uses EPIC to send and request scripts; there is no limit on this work in this proposal for scripts needing to be ordered).
Nursing	40 hrs./wk. (Aspire will do everything they can to attempt to retain the current nurse provided by Advanced Correctional Health). Nursing will be on-site to pass medications, evaluate medical needs, etc.
QMHP (qualified mental health provider)	5 hrs./week (Aspire has three trained Advanced Practice Professionals who are certified as Psychiatric Mental Health nurse practitioners and two Clinical Psychiatrists).
On-Call QMPS	\$150/hr. telehealth: \$200/hr. in person.
Medication Assisted Therapy	Included in cost. Aspire will prescribe and oversee the administration of Medication Assisted Therapy at TCJ.
Medications	Pass-through cost to TCJ plus \$10 per prescription fill fee (Aspire Pharmacy) OTC at cost (Aspire Pharmacy), Aspire will deliver to TCJ. Also, patients' insurance will be billed accordingly.
Urgent Care	Included in base fee. TCJ may take inmates to Caro Urgent Care during normal business hours for “sick” patients. There will be no bill to TCJ. Aspire will bill patients with insurance.
Medical Waste Disposal	Responsibility of TCJ
Medical Claims Repricing	\$17/claim + 20% of savings
ASQ Suicide Screening Tool	Included
Medical Supplies	Pass-through cost to TCJ
Contract Price	\$280,000.00



<b>Term</b>	<b>One-year, auto-renewal unless 90 days' notice.</b>
<b>Annual Increase</b>	<b>CPI Adjustment (regional)</b>
<b>Medical Record</b>	<b>EPIC set-up for TCJ. One-time setup cost \$6,000.00 (Pass-through cost); Annual \$2,500.00 thereafter.</b>
<b>Internet Access</b>	<b>Responsibility of TCJ</b>

**AGREEMENT FOR INMATE HEALTH CARE SERVICES**  
**AT TUSCOLA COUNTY, MICHIGAN**

The Agreement for Inmate Health Services (hereinafter, the “AGREEMENT”) entered into by and between Tuscola County, a body corporate and politic in the State of Michigan, (hereinafter, the “COUNTY”), acting through its duly elected Board of County Commissioners, and the Tuscola County Sheriff (the “SHERIFF”), and Bluewater Healthcare Network, DBA Aspire Rural Health (hereinafter, “ASPIRE”), a Michigan 501c3 Corporation with primary offices located at 2770 Main Street, Marlette, Michigan 48453. COUNTY, SHERIFF, and ASPIRE may each be referred to as a Party or collectively as the Parties.

**RECITALS**

Tuscola County is responsible for the expense of the Tuscola County Jail pursuant to MCL § 45.16; and the duly elected SHERIFF of Tuscola County and the Tuscola County Sheriff’s Office (hereinafter, “TCSO”) are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Tuscola County Jail located at 420 Court St., Caro, MI 48723 (hereinafter, “JAIL”), pursuant to MCL § 801.1, *et. seq.*

The objective of the SHERIFF is to provide for the delivery of qualified health care to the INMATES and DETAINEES of the JAIL (hereinafter the “JAIL POPULATION”), in accordance with applicable law.

Mich. Admin. Code R 791.732 and MCL § 801.1, *et. seq.*, details how medical visits and charges are to be processed and accessed within a Michigan county jail. The statute also states that a county jail is not primarily responsible for payment of the cost of medical care to persons held in custody if such injury is self-inflicted or if persons have a preexisting condition.

ASPIRE is in the business of providing health care services and desires to contract with and provide such services on behalf of the COUNTY and the SHERIFF to the JAIL POPULATION under the terms and conditions hereof.

**NOW THEREFORE**, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

**DEFINITIONS**

**CONTRACT YEAR** – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT. The AGREEMENT shall automatically renew for successive, twelve (12) month periods unless either Party provides notice to the other Party ninety (90) days prior to the expiration of the then-current term.

**TCSO INMATES/DETAINEES** – An INMATE/DETAINEE held under the jurisdiction of the TCSO or SHERIFF. TCSO INMATES/DETAINEES may be housed in the JAIL or in another jurisdiction’s correction facility. However, TCSO INMATES/DETAINEES housed in another jurisdiction’s facility are not COVERED PERSONS by the provisions of this AGREEMENT.

**COVERED PERSONS** - An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's monthly average daily population (MADP); and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent. NOTE: COVERED PERSONS include OTHER NON-TCSO INMATES/DETAINEES for purposes of delivery of basic healthcare services, however, the cost of certain services provided to OTHER NON-TCSO INMATES/DETAINEES are born by TCSO as set forth in Section 5.0.

**DETAINEE** – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

**FIT FOR CONFINEMENT** – A determination made by an ASPIRE authorized medical provider and/or health-trained JAIL staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

**HEALTHCARE STAFF** – Medical and support staff provided or administered by ASPIRE.

**ASPIRE CHIEF MEDICAL OFFICER** – ASPIRE's employed Chief Medical Officer, or designee, who is vested with certain decision-making duties under this AGREEMENT.

**INMATE** – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

**MEDICATION-ASSISTED TREATMENT (“MAT”)** – An evidenced based approach for treating substance abused disorders – primarily opioid and alcohol addictions with FDA-approved medications.

**QUALIFIED MENTAL HEALTH PROVIDER “QMHP”** – An Advanced Practice Professional who is certified as a Psychiatric Mental Health Nurse Practitioner and/or a Licensed Clinical Psychiatrist.

**MONTHLY AVERAGE DAILY POPULATION (MADP)** – The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of one month. The MADP shall include, but separately list, OTHER NON-TCSO COUNTY INMATES/DETAINEES. The TADP shall be figured by summing the daily population for the JAIL and OTHER NON-TCSO COUNTY INMATES/DETAINEES (as determined by a count performed at 00:00 hours EST each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to ASPIRE upon request to verify the MADP. Persons on work release and not indigent, persons who are in home confinement, persons housed outside of the JAIL, and parolees and escapees shall not be considered part of the JAIL'S MADP.

**OTHER NON-MCSO INMATE/DETAINEE** – An INMATE/DETAINEE under the jurisdiction of another county, state or federal agency, who is being housed in the JAIL.

**MEDICAL PROVIDER** – An advanced-level healthcare professional, such as a licensed Physician, Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

**PRESCRIBER** – A qualified Medical Provider authorized under MCL 333 §17708 to authorize the dispensing of controlled and non-controlled prescriptions.

**SPECIALTY SERVICES** – Medical services that require physicians to be educated, trained, and certified in a specialty such as obstetrics, gynecology, dermatology or other specialized fields of medicine, excluding services that are otherwise expressly provided for in this AGREEMENT.

**URGENT CARE** – The Aspire Caro Rapid Care Clinic located at 1048 E. Caro Rd. Caro, Michigan. 48723.

## **ARTICLE I** **HEALTH CARE SERVICES**

1.0 SCOPE OF SERVICES. ASPIRE shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT and subject to the limits as defined in **EXHIBIT A**, which is attached hereto and incorporated herein as part of this AGREEMENT.

1.1 GENERAL HEALTH CARE SERVICES. ASPIRE will provide the following health care services:

1.1.1 NURSING CARE: ASPIRE will provide the Jail with a licensed RN, Monday to Friday, for 40 hours/week on-site to practice within the Jail under a nursing scope of practice as defined by the Public Health Code (PA 368 of 1978), which allows RNs to provide comprehensive assessments, health teaching, and care.

1.1.2 PRESCRIBER: ASPIRE will provide a MEDICAL PROVIDER to JAIL for any and all needed prescriptions.

1.1.3 PRESCRIPTIONS: ASPIRE shall provide TCSO with prescription medications prescribed to COVERED PERSONS at the cost of the applicable prescription medication, plus costs incurred by ASPIRE to dispense, package, and deliver such medications to TCSO on a pass-through basis as defined in Exhibit A of this Agreement. ASPIRE will strive, to the best of its ability, to provide prescriptions via “blister packs” for easier administration. ASPIRE shall be responsible for the administration of prescription medications to COVERED PERSONS or to any other INMATES/DETAINEES.

1.1.4 URGENT CARE CLINIC: ASPIRE shall provide access for COVERED PERSONS to its urgent care clinic services during normal walk-in clinic hours for the purpose of sick COVERED PERSONS who cannot wait to see the scheduled sick call provider as determined by TCSO. TCSO shall bear the cost of transportation to the walk-in clinic, providing necessary security, and shall stay with the INMATE/DETAINEE at all times to ensure protection of ASPIRE staff.

1.1.5 MAT: ASPIRE shall provide the knowledge and expertise necessary to administer Medication Assisted Therapy as appropriate under the supervision of a qualified Prescriber.

1.1.6 LABS and BASIC X-RAYS: ASPIRE shall provide to COVERED PERSONS brought to its urgent care basic diagnostic labs and x-rays not to exceed \$25,000.00 per year at Michigan Medicaid Rates. Any LABS or BASIC X-RAYS above and beyond the cap of \$25,000.00 per year shall be the responsibility of TCSO if INMATE/DETAINEE does not have billable medical insurance. ASPIRE shall arrange on-site specimen collection for laboratory services and radiology services to the extent reasonably possible. To the extent specimen collection for laboratory services or radiology services are required and cannot be rendered on-site, ASPIRE shall make appropriate off-site arrangements for rendering such care. ASPIRE will arrange and coordinate with TCSO office for the transportation for such off-site services. The cost of such transportation and security for all COVERED PERSONS is to be paid by TCSO.

1.1.7 AMBULANCE SERVICE. TCSO shall arrange and bear the cost of emergency ambulance service for COVERED PERSONS.

1.1.8 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. ASPIRE will not perform body cavity searches, nor collect physical evidence.

1.1.9 ELECTRONIC MEDICAL RECORD SYSTEM: ASPIRE shall arrange for the electronic medical record system to document encounters. TCSO shall bear the cost for Internet access from the JAIL and costs associated with printing, storing or archiving medical records per their legal requirements. ASPIRE will retain records per their policy. ASPIRE will be responsible to develop templates for documentation purposes provided by TCSO. TCSO shall be responsible for electronic medical record system fees and indicated in Exhibit A of this Agreement.

1.1.10 ELECTIVE MEDICAL CARE – **NOT COVERED**. ASPIRE shall not be responsible for the provision or cost of any elective care to any COVERED PERSON, INMATE OR DETAINTEE. In the event a COVERED PERSON, INMATE or DETAINEE seeks elective medical care, either the COVERED PERSON, INMATE or DETAINEE or TCSO shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of ASPIRE'S CHIEF MEDICAL OFFICER or qualified designee, cause the COVERED PERSON, INMATE or DETAINEE'S health to deteriorate or cause harm to the COVERED PERSON, INMATE or DETAINEE'S well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) or American Osteopathic Association (AOA) Standards.

1.1.11 HOSPITALIZATION. **NOT COVERED**. ASPIRE will arrange but not bear the cost of hospitalization for a COVERED PERSON who, in the opinion of the treating physician or designee, requires hospitalization.

1.1.12 MEDICAL SUPPLIES/EQUIPMENT. TCSO shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT. TCSO may purchase any necessary medical equipment and supplies from ASPIRE at cost, but such purchases are not included in the compensation otherwise provided for under this Agreement.

1.1.13 LONG TERM CARE – **NOT COVERED**. ASPIRE shall not be responsible for the provision or cost of any long-term care facility services. In the event that a COVERED PERSON, INMATE or DETAINEE requires skilled nursing care, custodial care or other services of a long-term care facility, including without limitation, the use of “Swing Beds” located within ASPIRE’s facilities, TCSO, COVERED PERSON, INMATE or DETAINEE shall bear the cost.

1.1.14 MEDICAL WASTE – TCSO shall bear cost of any medical waste services at the JAIL.

1.1.15 MENTAL HEALTH – ASPIRE shall not be responsible for the provision or cost of any mental health services, subject to the limitations provided in **Exhibit A** of this AGREEMENT. The TCSO shall be responsible for the provision of mental health services for COVERED PERSONS, INMATES, or DETAINEES beyond the scope of this AGREEMENT.

1.1.16 AIDS, HIV, AND HEP C – **NOT COVERED**. ASPIRE shall not be responsible for the cost of prescription medication related to the treatment of Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants and neuromuscular disease, and Biological medications to COVERED PERSONS, INMATES or DETAINEES. Medications related to the treatment of AIDS, HIV, Hepatitis C, organ transplants and neuromuscular disease, and Biological medications shall be defined in accordance with the Physician's Desk Reference.

1.1.17 PSYCHOTROPIC MEDICATIONS. ASPIRE shall provide psychotropic medications to COVERED PERSONS in the same manner all prescription drugs are provided for pursuant to Section 1.3 of this Agreement.

1.1.18 PREGNANT COVERED PERSONS. **NOT COVERED**. ASPIRE shall arrange but not bear the cost of health care services for any pregnant COVERED PERSON. ASPIRE shall not arrange or bear the cost of any health care services for infants. Transportation to and from an available OB/GYN Clinic, as well as the provision of security for COVERED PERSONS during such visits, is the responsibility of TCSO.

1.1.19 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, ASPIRE shall arrange but not bear the cost of such services for SPECIALTY SERVICES that ASPIRE provides. ASPIRE’S

CHIEF MEDICAL OFFICER will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's opinion, such services are deemed medically necessary. ASPIRE's authorized personnel will make a recommendation and obtain approval from TCSO for SPECIALTY SERVICES prior to making arrangements for such services. ASPIRE shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, ASPIRE shall make appropriate off-site arrangements for rendering such care. If ASPIRE does not provide a particular SPECIALTY SERVICE that is deemed medically necessary, the cost of such services will be paid by TCSO, COVERED PERSON, INMATE or DETAINEE.

1.1.20 VISION CARE - **NOT COVERED**. ASPIRE shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON, INMATE, or DETAINEE requires vision services, including an ophthalmologist's services, MCSO, COVERED PERSON, INMATE or DETAINEE shall bear the cost of such vision or eye care services. MCSO is responsible for all transportation and security costs.

## **ARTICLE II** **STAFFING**

- 2.0 ASPIRE shall make reasonable efforts to supply the staffing levels to satisfy the services as outlined in ARTICLE I, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of ASPIRE, after such reasonable efforts have been made, shall not constitute a breach of the AGREEMENT.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed by TCSO and ASPIRE
- 2.2 STAFF SCREENING. TCSO shall screen ASPIRE's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of ASPIRE'S employees, agents and/or subcontractors in regards to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, TCSO shall provide ASPIRE written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, ASPIRE shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following ASPIRE'S receipt of the notice, ASPIRE shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on ASPIRE'S ability to deliver health care services and recruitment/hiring of an acceptable replacement. TCSO reserves the right to revoke the security clearance of any HEALTH

CARE STAFF at any time, and ASPIRE acknowledges and agrees that HEALTH CARE STAFF who lack a security clearance cannot provide services at the JAIL.

**ARTICLE III**  
**MEETINGS AND MEDICAL RECORDS**

3.0 QUARTERLY MEETINGS. If requested by either TCSO or ASPIRE, the SHERIFF and ASPIRE, or their designees, shall meet quarterly, or as soon thereafter as possible, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters that either party deem necessary to discuss.

3.1 MEDICAL RECORDS MANAGEMENT. ASPIRE shall provide the following medical records management services:

3.1.1 MEDICAL RECORDS. ASPIRE HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. All medical records for COVERED PERSONS are the property of the TCSO, and the TCSO shall have full access to such records. A complete copy of the individual medical records shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. ASPIRE will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies (if in accordance with Section 3.1.2), by a court order or by applicable law. MRH will maintain records per its internal policies.

3.1.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.1.3 RECORDS AVAILABILITY. If requested by the TCSO, ASPIRE shall make available to ASPIRE all records, documents, and other papers relating to the direct delivery of health care services to an INMATE/DETAINEE hereunder.

**ARTICLE IV**  
**PERSONS COVERED UNDER THIS AGREEMENT**

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, ASPIRE shall only be required to arrange for health care services under this AGREEMENT to COVERED PERSONS.

4.1 RELEASE FROM CUSTODY. TCSO acknowledges and agrees that ASPIRE is responsible for the payment of costs associated and as specifically defined within this AGREEMENT with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall ASPIRE be responsible for payment of any costs associated

with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including but not limited to, releases, parolees and escapees. Furthermore, in no event shall ASPIRE be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the JAIL facility during transport to or from the JAIL.

## ARTICLE V

### **PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**

- 5.0 OTHER NON-TCSO INMATES/DETAINEES. ASPIRE shall only be responsible for arranging health assessments, sick call, over-the-counter medications and medical supplies for OTHER NON-TCSO INMATES/DETAINEES. The cost of all prescription medications and all other health care expenses shall be paid by the agency responsible for the OTHER NON-TCSO INMATE/DETAINEES, including those services listed in Article I of this AGREEMENT and all other medically-related expenses associated with OTHER NON-TCSO INMATES/DETAINEES.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. ASPIRE shall not be responsible for arranging the medical care or treatment for TCSO INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY, TCSO or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where ASPIRE provides INMATE/DETAINEE health care services. ASPIRE shall not be responsible for arranging the medical care or treatment for INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. ASPIRE shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, ASPIRE shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agent with a life-threatening injury or illness or in immediate need of emergency medical care. ASPIRE shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the COUNTY/TCSO shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. To the extent ASPIRE is billed for medical services provided to an individual who is not FIT FOR CONFINEMENT, the COUNTY/MCSO

shall reimburse ASPIRE for all such costs. ASPIRE shall not charge an additional fee simply to examine an individual to determine if he is suitable FIT FOR CONFINEMENT.

#### **ARTICLE VI**

#### **COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II, and III above. ASPIRE shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by ASPIRE under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for an INMATE/DETAINEE as a result of the medical judgment of a physician or ASPIRE authorized personnel, ASPIRE shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY/MCSO, COVERED PERSON, INMATE or DETAINEE.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY, TCSO, SHERIFF or their employees, agents or contractors, which results in the need for medical care for the INAMTES/DETAINEES JAIL staff, visitors, or contractors, ASPIRE shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY/TCSO.

#### **ARTICLE VII**

#### **COUNTY/TCSO'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, TCSO, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any state health information privacy laws, to the extent they are applicable. The COUNTY/MCSO shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. ASPIRE may identify to TCSO those INMATES/DETAINEES with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or who may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.

- 7.2 RECORD ACCESS. During the term of this AGREEMENT, TCSO shall provide ASPIRE, at ASPIRE's request, the COUNTY, TCSO, JAIL and/or SHERIFF'S records (including medical records) relating to the provision of health care services to INMATES/DETAINEES, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, TCSO, JAIL or SHERIFF has control of, or access to, such records). ASPIRE may request such records in connection with the investigation of, or defense of, any claim by a third party related to ASPIRE'S conduct or to prosecute a claim against a third party. Any such information provided by TCSO to ASPIRE that MCSO considers confidential shall be kept confidential by ASPIRE and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either ASPIRE or TCSO in rendering any health care services to INMATES/DETAINEES provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with National Commission on Correctional Health Standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND ASPIRE. ASPIRE and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ASPIRE, as well as for the security of the INMATES/DETAINEES and TCSO staff, consistent with a correctional setting. TCSO shall provide security sufficient to enable ASPIRE, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. ASPIRE, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of TCSO while at the JAIL or other premises under TCSO'S direction or control. However, any ASPIRE HEALTH CARE STAFF, employee, agents and/or subcontractor may, at any time, refuse to provide any services required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. ASPIRE shall not be liable for any loss or damages resulting from ASPIRE'S HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 TCSO'S POLICIES AND PROCEDURES. ASPIRE, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the TSCOS posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by TCSO and made available for inspection by ASPIRE at the JAIL, and ASPIRE may make a reasonable number of copies of any specific sections(s) it wishes using TCSO'S photocopy equipment and paper.

- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to INMATES/DETAINEES which has not been made available to ASPIRE shall not be enforceable against ASPIRE unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to ASPIRE. ASPIRE, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to ASPIRE.
- 7.5.4 If any of TCSO's Policies and Procedures specifically relate to the delivery of medical services, TCSO and ASPIRE shall review TCSO's Policies and Procedures and modify or remove those provisions that conflict with ASPIRE'S policies and procedures that relate to the provision of care to INMATES/DETAINEES.
- 7.6 DAMAGE TO EQUIPMENT. ASPIRE shall not be liable for loss of or damage to equipment and supplies of ASPIRE, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY, TCSO, SHERIFF, or their respective agents or employees.
- 7.7 SECURE TRANSPORTATION. TCSO shall provide security as necessary and appropriate in connection with the transportation of an INMATE/DETAINEE to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, laboratory and radiology services as requested by ASPIRE. ASPIRE shall coordinate with the SHERIFF'S office for transportation to and from the off-site services, provider or hospital. Unless otherwise stated, TCSO shall bear the cost of transportation.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. TCSO shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities in place at the JAIL health care facilities unless otherwise stated in Paragraphs 1.12 and 1.13. At the termination of the AGREEMENT, ASPIRE shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF INMATES/DETAINEES. It is understood that TCSO shall provide for all the non-medical personal needs and services of INAMTES/DETAINEES as required by law. ASPIRE shall not be responsible for providing, or liable for failing to provide, non-medical services to INMATES/DETAINEES including, but not limited to, security, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- 7.10 INMATE/DETAINEE INFORMATION. In order to assist ASPIRE in providing the best possible health care services to COVERED PERSONS, TCSO shall provide, as needed, information pertaining to the COVERED PERSON that ASPIRE and TCSO mutually identify as reasonable and necessary for ASPIRE to adequately perform its obligations under this AGREEMENT.

**ARTICLE VIII**  
**COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to MRH under this AGREEMENT is \$280,000.00 for a period of twelve (12) months. Each monthly payment shall be \$23,333.34, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to ASPIRE on the 1<sup>st</sup> day of May, 2026 for services administered in the month of May, 2026. Each monthly payment thereafter is to be paid by the TCSO to ASPIRE before or on the 1<sup>st</sup> day of the month of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. ASPIRE will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR MADP. The quarterly reconciliation shall include a per diem adjustment based on the MADP of 55 TCSO INMATES/DETAINEES. For each month in the quarter reconciled, if the JAIL'S MADP is greater than 55 TCSO INMATES/DETAINEES, the compensation payable to ASPIRE by the COUNTY shall be increased by the number of TCSO INMATES/DETAINEES over 55 at the per diem rate of \$1.75.
- 8.1.2 ADJUSTMENT FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by ASPIRE in excess of the financial limits listed in this AGREEMENT. The compensation payable to ASPIRE by the TCSO shall be increased by any costs paid by ASPIRE in excess of the financial limits listed.
- 8.2 MEDICARE, MEDICAID, AND THIRD-PARTY PAYORS. TCSO represents and covenants that it seek to obtain repayment for the cost of medical services provided to INMATES/DETAINEES and that INMATES/DETAINEES who are beneficiaries are eligible for reimbursement under third-party insurance while incarcerated in JAIL. ASPIRE will not submit any claims to third-party for services rendered to COVERED PERSONS under this AGREEMENT subject to the terms in Exhibit A of this AGREEMENT.

To the extent that ASPIRE receives payment from other third-party payors for services provided to COVERED PERSONS, the amount of those payments will be returned to the COUNTY.

**ARTICLE IX**  
**TERM AND TERMINATION**

- 9.0 TERM. The term of this AGREEMENT shall be one (1) year from May 1, 2026 at 12:01 a.m. through April 30, 2026 at 11:59 p.m. COUNTY has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein for the first year of this Agreement. This AGREEMENT shall be renewable for additional one-year periods with mutually agreed upon increases in writing, unless this AGREEMENT is terminated or

notice of termination is given, as set forth in this Article. Each party agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the parties under this AGREEMENT shall be from year to year only and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this AGREEMENT shall be construed to pledge credit or to create a lien on any class or source of either party's monies.

9.0.1 RENEWAL. Upon any subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, an increase in the annual compensation amount shall be increased no more than the Regional Consumer Price Index (CPI) as published by the Bureau of Labor Statistics. Both Parties reserve the right to evaluate and recommend staffing increases and additional services to be mutually agreed upon by both parties, subject to renegotiation of this AGREEMENT.

9.0.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, COUNTY may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to ASPIRE.

9.1 TERMINATION DUE TO ASPIRE'S OPERATIONS. COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to ASPIRE in the event that MRH discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.

9.2 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

9.2.1 TERMINATION BY ASPIRE. Failure of COUNTY or the SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by MRH upon sixty (60) days advance written notice to COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, COUNTY shall have ten (10) days to provide a written response to ASPIRE. If the COUNTY provides a written response to ASPIRE which provides an adequate explanation for the "basis for termination" and COUNTY cures the "basis for termination" to the satisfaction of ASPIRE, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect; provided however, that the occurrence of substantially the same breach within the term shall provide MRH with the option to terminate the Agreement immediately without providing notice and an opportunity for COUNTY to cure. Termination under this provision shall be without penalty to ASPIRE.

9.2.2 TERMINATION BY COUNTY. Failure of ASPIRE to comply with any material provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, ASPIRE shall have ten (10) days to provide a written response to COUNTY. If ASPIRE provides a written response to COUNTY which provides an adequate explanation for the “basis of termination”, or cures the “basis for termination” to the satisfaction of the COUNTY, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect; provided however, that the occurrence of substantially the same breach within the term shall provide COUNTY with the option to terminate the Agreement immediately without providing notice and an opportunity for ASPIRE to cure. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.

9.3 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or ASPIRE may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other parties.

9.4 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay ASPIRE for all services rendered by ASPIRE up to the date of termination of the AGREEMENT.

9.5 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, ASPIRE shall be allowed to remove its’ property from the JAIL, including without limitation, any stock medications or supplies purchased by ASPIRE that have not been used at the time of termination. MRH shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

**ARTICLE X**  
**LIABILITY AND RISK MANAGEMENT**

10.0 INSURANCE COVERAGE. ASPIRE shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10.0.3 WORKERS' COMPENSATION. Workers' Compensation coverage as required by applicable state law.

- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming COUNTY and SHERIFF as additional insureds with respect to liability arising out of the performance of services under this AGREEMENT.
- 10.2 PROOF OF INSURANCE. ASPIRE shall provide to COUNTY proof of professional liability or professional liability coverage for ASPIRE'S HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. ASPIRE shall promptly notify COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If ASPIRE fails to provide proof of adequate insurance within a reasonable time under the circumstances, then COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY, or the SHERIFF PURSUANT TO THE TERMS OF Article IX.
- 10.3 HIPAA. ASPIRE, the COUNTY, TCSO, JAIL, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with the requirements of HIPAA as it applies to the services provided under this AGREEMENT.
- 10.4 SURVIVABILITY. The obligations under this Article X shall survive the termination of this AGREEMENT.

## **ARTICLE XI** **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY, TCSO, or the SHERIFF to exercise control or direction over the manner or methods by which ASPIRE, its employees, agents or subcontractors perform hereunder, or ASPIRE to exercise control or direction over the manner or methods by which the COUNTY, TCSO or the SHERIFF, and their employees, agents or subcontractors perform hereunder.
- 11.1 INDEMNIFICATION. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all claims, damages, and liabilities, including any and all expense and costs, legal or otherwise, caused by the negligent act or omission of the Indemnifying Party, its subcontractors, agents, or employees, incurred by the Indemnified Party in

the investigation and defense of any claim, demand, or action arising out of the work performed under this Agreement; including breach of the Indemnifying Party of this Agreement. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its subcontractors, agents, or employees. The Indemnified Party shall notify promptly the Indemnifying Party of the existence of any claim, demand, or other matter to which the Indemnifying Party's indemnification obligations would apply, and shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnifying Party, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or the matter, the Indemnified Party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of the Indemnifying Party. The rights and obligations of the Parties under this Article shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the Parties.

- 11.2 **SUBCONTRACTORS.** In performing its obligations under the AGREEMENT, it is understood that ASPIRE is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. ASPIRE shall engage professionals that meet the applicable professional licensing requirements and MRH shall exercise administrative supervision over such professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the professional is required to exercise. It is further understood that ASPIRE may subcontract specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** ASPIRE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-era veteran. ASPIRE will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that ASPIRE is neither bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not

entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this AGREEMENT without the prior written consent of the other parties; provided however, that MRH may assign its rights or delegate its duties to an affiliate of ASPIRE, or in connection with the sale of all or substantially all of the stock assets or business of ASPIRE, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below or (b) upon receipt when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below:

If for ASPIRE:  
ASPIRE RURAL HEALTH SYSTEM  
Chief Executive Officer  
2770 Main Street  
Marlette, MI 48453

If for SHERIFF:  
Tuscola County Sheriff  
420 Court Street  
Caro, MI 48723

If for COUNTY:  
Tuscola Board of County Commissioners  
H.H. Purdy Building  
125 W. Lincoln St., Suite 500  
Caro, MI 48723

Such addresses may be changed from time to time by a party providing written notice to the other parties.

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the conflicts of laws or rules of any jurisdiction.
- 11.10 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.11 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.12 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT 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 and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.13 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of who is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Tuscola, Michigan

Bluewater Healthcare/DBA Aspire Rural Health System

By: \_\_\_\_\_

By: \_\_\_\_\_

Kim Vaughan  
Title: Chair, Tuscola County Board of  
County Commissioners

Andrew J. Daniels  
Title: Co-Chief Executive Officer

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

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

Sheriff of Tuscola County, Michigan

By: \_\_\_\_\_

Ryan Robinson  
Title: Tuscola County Sheriff

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

**EXHIBIT A**

**Cost for Services/Summary**

<b>Item Description</b>	<b>Cost</b>
PRESCRIBER	Included in base fee.
ON-CALL PRESCRIBER	Included in base fee.
NURSING	40 hours/week. Aspire will do everything it can to attempt to retain the current nurse provided by Advanced Correctional Health.
PRESCRIPTIONS:	Pass-through cost to TCSO plus \$10 per prescription fill fee. Free delivery to JAIL.
URGENT CARE:	Included in base fee.
QMHP MENTAL HEALTH	5 hours/week Included in base fee.
QMHP On-Call MENTAL HEALTH	\$150/hr. telehealth/\$200/hr. in person
AMBULANCE SERVICE.	Not covered
ELECTIVE MEDICAL CARE	Not covered
HOSPITALIZATION.	Not covered
MEDICAL SUPPLIES/EQUIPMENT.	Pass-through cost to TCSO
LONG TERM / SKILLED NURSING CARE	Not Covered
MEDICAL WASTE DISPOSAL	Responsibility TCSO
LABORATORY/RADIOLOGY SERVICES.	Covered to maximum of defined cap of \$25,000.00 annually
AIDS, HIV, AND HEP C Prescriptions	Not Covered
MENTAL HEALTH SERVICES NOT IN AGREEMENT	Not Covered
PRESCRIPTION PSYCHOTROPIC MEDICATIONS.	Pass-through cost to TCSO
MEDICATION ASSISTED THERAPY SERVICES	Included in base fee.
PREGNANT COVERED PERSONS.	Not Covered

SPECIALTY SERVICES.	Not Covered
VISION CARE	Not Covered
DENTAL – ORAL SCREENING AND EMERGENCY DENTAL ONLY	Not Covered
ELECTRONIC MEDICAL RECORD SYSTEM	One-time set-up fee of \$6,000.00 (EPIC EMR), \$2,500.00 annual fee. Not included in base fees.
INTERNET ACCESS, BASIC OFFICE EQUIPMENT	TCSO
ANNUAL INCREASE	Limited to no more than the Regional CPI Adjustment.
MEDICAL CLAIMS	\$17/claim + 20% of savings, remaining collections returned to COUNTY.
ANNUAL FEE	\$280,000.00, billed monthly, at 1 <sup>st</sup> of the Month.
TERM	1 Year, subject to terms in Agreement, auto-renewal if no notice provided by either Party.



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
**Larry Zapfe, Director**

To: Tuscola County Board of Commissioners and Interim Administrator Mike Miller.

From: Larry Zapfe, Director

Date: April 13, 2026

Re: Request to purchase two new work trucks.

Respectfully, request to purchase two new work trucks from McDonalds Chevrolet in Millington Michigan at a cost of \$68,677.00. The new trucks would simply replace two 2010 models which have reached their mechanical limits. This purchase was anticipated and planned for in the 2026 Mosquito Abatement Budget. I received 3 truck bids from local dealerships, and they are listed as follows:

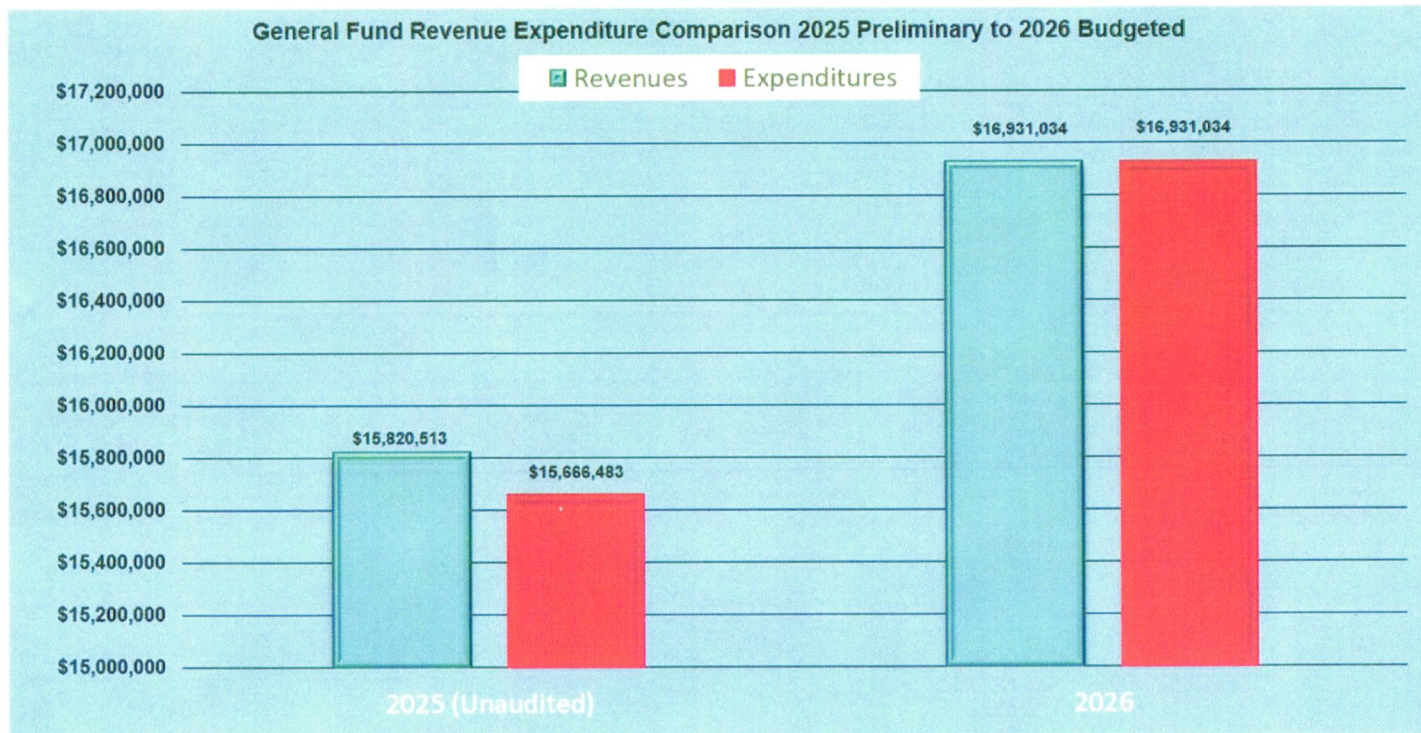
Bell Wasik Buick GMC cost of two trucks \$72,100

Pat Curtis Chevrolet cost of two trucks \$70,740

McDonalds Chevrolet cost of two trucks \$68,677.00

Thank you for your time and consideration.

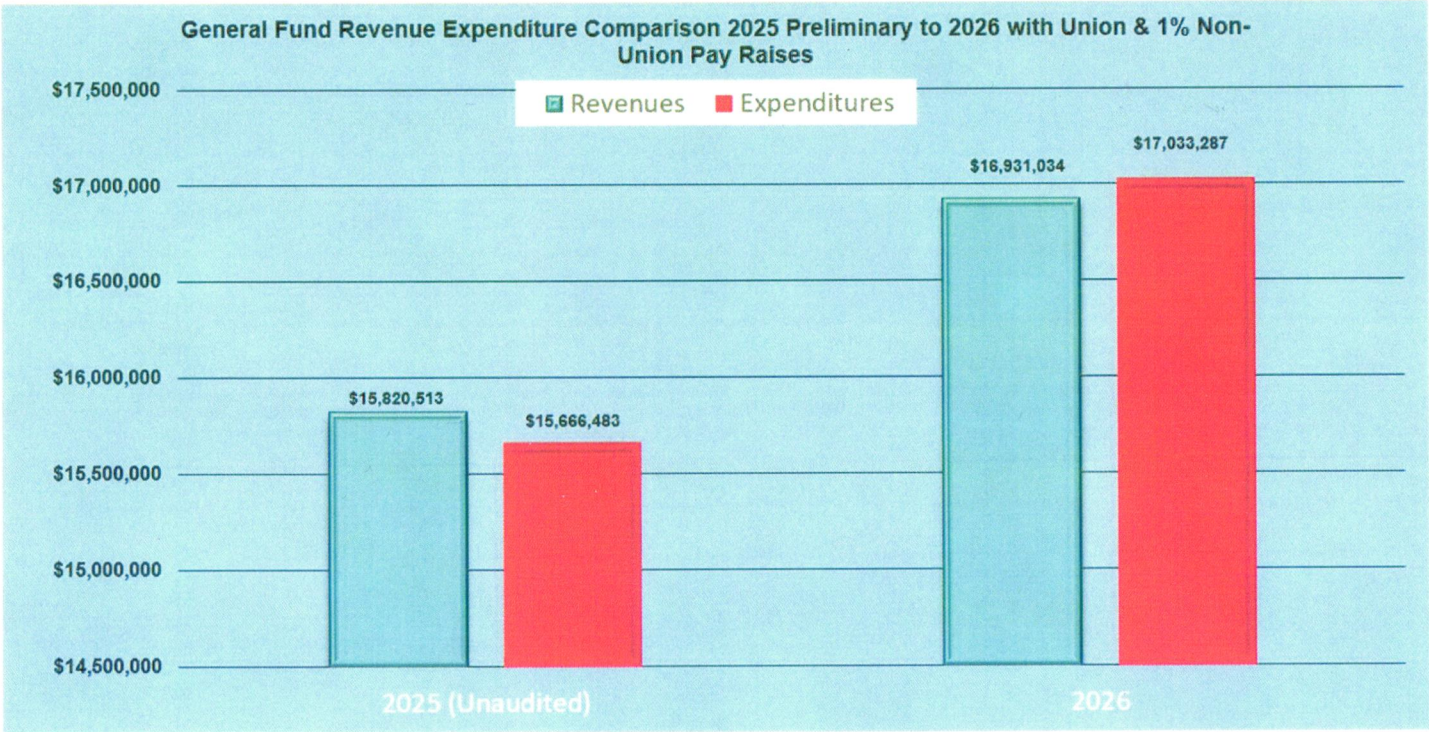
# 2025 Preliminary to 2026 Budgeted without Union & Non-Union Pay Raises



# 2026 Budgeted without Union & Non-Union Pay Raises

Fund	Fund Name	Balance (PRELIMINARY ENDING 12/31/25)	Forecasted Revenues & Transfers In	2026 Forecasted Expenditures & Transfers Out	Forecasted Net Effects on Fund Balance	Preliminary Ending Fund Balance
General Fund						
101	Nonspendable	528,663				528,663
	Restricted					0
	Committed - Resident Co Hospital					0
	Assigned 17% Reserves (Policy) Effective 4-25-2024	2,878,276				2,878,276
	Unassigned (including PGS Funds)	2,954,277				2,954,277
Use of Fund Balance of \$137,764	2026 Assigned (Budgeted use of fund balance)	137,764			(137,764)	0
<b>BUDGET</b>	<b>Total General Fund</b>	<b>6,498,980</b>	<b>16,931,034</b>	<b>16,931,034</b>	<b>(137,764)</b>	<b>6,361,216</b>

# 2025 Preliminary to 2026 Budgeted with Union & 1% Non-Union Pay Raises



# 2026 Budgeted Use of Fund Balance with Union & 1% Non-Union Pay Raises

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Fund	Fund Name	2026 Projected Beginning Balance (PRELIMINARY ENDING 12/31/25)	2026 Forecasted Revenues & Transfers In	2026 Forecasted Expenditures & Transfers Out	2026 Forecasted Net Effects on Fund Balance	2026 Preliminary Ending Fund Balance
General Fund						
101	Nonspendable	528,663				528,663
	Restricted					0
	Committed - Resident Co Hospital					0
	Assigned 17% Reserves (Policy) Effective 4-25-2024	2,878,276				2,878,276
	Unassigned (including PGS Funds)	2,852,024				2,852,024
	2026 Assigned (Budgeted use of fund balance)	240,017			(240,017)	0
<b>BUDGET</b>	<b>Total General Fund</b>	<b>6,498,980</b>	<b>16,931,034</b>	<b>16,931,034</b>	<b>(240,017)</b>	<b>6,258,963</b>

## COST FOR NON UNION ANNUAL INCREASE OF 1%

FUND	Department	Sum of TOTAL CURRENT (2026)	Sum of TOTAL 1%	Sum of TOTAL IMPACT
101	BUILDING GROUND	\$123,300.51	\$124,401.60	\$871.09
	CLERK	\$153,233.45	\$154,676.63	\$1,443.17
	CONTROLLER	\$360,762.68	\$364,370.31	\$3,607.63
	DRAIN	\$163,246.93	\$164,690.11	\$1,443.17
	DWI COURT	\$121,779.45	\$122,997.24	\$1,217.79
	EQUALIZATION	\$113,884.03	\$114,833.58	\$949.55
	FRIEND OF COURT	\$503,770.24	\$508,058.96	\$4,288.73
	INFO SYSTEMS	\$368,205.92	\$371,620.50	\$3,414.58
	JUVENILE PROB	\$314,190.78	\$316,959.57	\$2,768.79
	PROSECUTOR	\$648,339.63	\$654,310.29	\$5,970.67
	REGISTER DEEDS	\$148,726.62	\$150,213.88	\$1,487.27
	TREASURER	\$148,726.62	\$150,213.88	\$1,487.27
	UNIFIED COURT	\$1,397,099.66	\$1,409,515.89	\$12,416.24
<b>101 Total</b>		<b>\$4,565,266.52</b>	<b>\$4,606,862.45</b>	<b>\$41,365.93</b>
218	DISPATCH	\$97,180.92	\$97,816.07	\$635.15
<b>218 Total</b>		<b>\$97,180.92</b>	<b>\$97,816.07</b>	<b>\$635.15</b>
239	ANIMAL SHELTER	\$75,671.28	\$76,427.99	\$756.71
<b>239 Total</b>		<b>\$75,671.28</b>	<b>\$76,427.99</b>	<b>\$756.71</b>
240	MOSQUITO	\$234,518.46	\$236,774.48	\$2,256.02
<b>240 Total</b>		<b>\$234,518.46</b>	<b>\$236,774.48</b>	<b>\$2,256.02</b>
258	GIS	\$92,809.89	\$93,737.99	\$928.10
<b>258 Total</b>		<b>\$92,809.89</b>	<b>\$93,737.99</b>	<b>\$928.10</b>
260	MIDC	\$157,039.24	\$158,609.63	\$1,570.39
<b>260 Total</b>		<b>\$157,039.24</b>	<b>\$158,609.63</b>	<b>\$1,570.39</b>
<b>Grand Total</b>		<b>\$5,222,486.30</b>	<b>\$5,270,228.61</b>	<b>\$47,512.31</b>
<b>For remaining 2026 (May to December paydates)</b>				<b>\$27,423.21</b>

**FIRST AMENDMENT TO INDEPENDENT PROVIDER AGREEMENT**

**This First Amendment to Independent Provider Agreement** (the “**Amendment**”), is made and entered into to be effective as of December 31, 2025 (the “**Effective Date**”), by and between the **COUNTY OF TUSCOLA**, a political subdivision of the State of Michigan (“**County**”) and **WILLIAM R. MORRONE, DO, MPH d/b/a Capitol Toxicology** (“**Dr. Morrone**”).

**WHEREAS**, County and Dr. Morrone previously entered into an Independent Provider Agreement for Chief Medical Examiner, Deputy Medical Examiner and Medical Examiner Investigator services, executed by the parties on December 28, 2023 (the “**Agreement**”); and

**WHEREAS**, County and Dr. Morrone wish to amend the Agreement to extend the term of the Agreement by six months, as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party herein, the parties agree as follows:

1. Paragraph 13 of the Agreement is hereby deleted and replaced in its entirety with the following:
  13. **Term.** This Agreement shall take effect upon the expiration of the County’s Prior Agreement with Provider and shall expire upon its own terms on June 30, 2026.
2. This Amendment shall be effective as of the Effective Date.
3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
4. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by a duly authorized officer as of date set below their respective names.

**PROVIDER:**

\_\_\_\_\_  
William R. Morrone, DO MPH

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

**COUNTY:**

\_\_\_\_\_  
Kim Vaughan  
Chairman, Tuscola County Board of Commissioners

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

TUSCOLA COUNTY

Transfer of Powers, Duties and Functions of Elected Board of County Road Commissioners  
to Appointed Board of County Road Commissioners

Shall the powers, duties and functions of the elected Board of Tuscola County Road Commissioners be transferred to an appointed Board of Tuscola County Road Commissioners? If approved, the powers, duties and functions of the elected Board of Tuscola County Road Commissioners will be transferred to a Board of Tuscola County Road Commissioners whose members are appointed by the Tuscola County Board of Commissioners.

Yes

No