

**COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'**

**COMMITTEE OF THE WHOLE
AGENDA**

Tuesday, December 20, 2022 at 9:30 a.m.

**Osceola County Administration Building
602 W. Upton Ave., Reed City, Michigan**

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

- 1. Meeting Called to Order by Chairperson.**
- 2. Additions or Deletions to the Agenda – Approval of the Agenda.**
- 3. Brief Public Comments (Three Minute Limit).**
- 4. Employee/Board Comments.**
- 5. Consider Approval of the Minutes of December 6, 2022.**
- 6. Consider Payment of Claims.**
- 7. Consider Other Budget Amendments, Cash Transfers, and Journal Register Report from Treasurer.**
- 8. Old Business – Discuss:**
 - a. Health, Safety & Grounds Committee December 6, 2022 Meeting Update – David Turner:**
 - 1. E.M.S. Ewart Base RFP for Architectural Services.**
 - 2. Mid Michigan Medical Examiner Group Contract.**
 - 3. Building Official/Inspector Vehicle Purchase.**
 - b. Policy Insurance – Jody Waurzyniak.**
- 9. New Business – Discuss:**
 - a. E.M.D. State of MI FEMA (Covid-19) Grant Agreement – Mark Watkins.**
 - b. E.M.S. Items – Steve Young:**
 - 1. Monthly Update Report.**
 - 2. Nsure Credit Card Services Agreement for Insurance Verifications.**
 - 3. Osceola Community Foundation Grant for Carter Kits – Jenny Edstrom.**
 - c. Clerk Pay Adjustment for Jail Employee – Tracey Cochran.**
 - d. Certificates of Recognition for Commissioners – Mark Gregory.**
 - e. Various Items – Jody Waurzyniak:**
 - 1. State of MI Survey & Remonumentation FY23 Grant Application.**
 - 2. 2023 Holiday Schedule – Juneteenth & Columbus Day.**
- 10. Other Business:**
- 11. Employee/Board Comments.**
- 12. Extended Public Comments (Six Minute Limit).**
- 13. Adjournment.**

Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT: The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.

**OSCEOLA COUNTY
COMMITTEE OF THE WHOLE MINUTES
DECEMBER 6, 2022**

The meeting was called to order at 9:30 a.m. by Chairman Gregory at the County Administration Building in Reed City.

Present: Commissioners David Turner, Sally Momany, Mark Gregory, Roger Elkins, Tim Michell, Jim Custer and Jill Halladay.

Also present: Heather Gray-Register of Deeds, Tonia Hartline-Treasurer, Sheriff Mark Cool, Justin Halladay-C.O.A. Director, Valarie Delamater-Equalization Director, Steve Young-E.M.S. Director, Tim Ladd-County Coordinator and members of the public.

Motion by Commissioner Turner, seconded by Commissioner Halladay to approve the agenda as amended. Recommendation carried unanimously.

Brief Public Comment: Tony Gagliardo, Building Inspector, provided the Board with a contract termination letter effective January 5, 2023.

Employee Comment: Valarie Delamater, Equalization Director, provided an update on the tax bills that were recently sent out.

Employee Comment: Tonia Hartline, Treasurer, provided a passport update.

Employee Comment: Tracey Cochran, Clerk, will be swearing in the newly elected County Commissioners and Road Commissioners on December 20, 2022.

Moved by Commissioner Elkins, seconded by Commissioner Custer to approve the minutes of November 14, 2022 as amended. Recommendation carried unanimously.

Consider Payment of the Claims

Commissioner Momany reviewed the claims presented.

Recommended by Commissioner Momany, seconded by Commissioner Michell to approve the claims in the amount of \$173,649.74 (amended \$172,749.77). Recommendation carried unanimously.

Budget Amendments

Commissioner Momany asked the Board to approve the budget amendments and cash transfers as presented.

Recommended by Commissioner Momany, seconded by Commissioner Custer to approve the budget amendments and cash transfers as presented. Recommendation unanimously carried.

Personnel & Administration Committee 11-28-22 Meeting Update

Chairman Gregory provided an update from the Personnel & Administration Committee meeting that was held on November 28, 2022. The Committee discussed the proposed County Administrator/Controller job

description, the Resolution to Create a County Administrator/Controller and the job description for the Building Official/Inspector.

County Administrator/Controller Job Description

The proposed County Administrator/Controller job description was presented to the board for consideration.

Recommended by Commissioner Elkins, seconded by Commissioner Turner to approve the job description for County Administrator/Controller. Recommendation unanimously carried.

Resolution to Create a County Administrator/Controller

The proposed Resolution to Create a County Administrator/Controller was presented to the board for consideration. Discussion held on proposed salary. The current salary will remain other than the 3% increase effective January 1, 2023 which is consistent with the approved 2023 budget.

Recommended by Commissioner Michell, seconded by Commissioner Momany to approve the Resolution to Create a County Administrator/Controller. Recommendation unanimously carried.

Building Official/Inspector Job Description and Wage Proposal

The proposed Building Official/Inspector job description and wage proposal was presented to the board for consideration.

Recommended by Commissioner Custer, seconded by Commissioner Turner to approve the Building Official/Inspector Job Description and Wage Proposal. Recommendation unanimously carried.

E.M.S. Department Policies

Steve Young, E.M.S. Director, informed the board that the new E.M.S. policy book will be sent to them this week for review and approval.

MI Dept. Of Health & Human Services Grant Application for Paramedic Education

Steve Young, E.M.S. Director, asked for board approval to apply for the MI Dept. of Health & Human Services Grant that is strictly for paramedic programs and wages. The application is due December 21, 2022 and Steve would like to apply for five (5) employees to be covered. Discussion held.

Recommended by Commissioner Turner, seconded by Commissioner Elkins to approve E.M.S. to complete the grant application with MI Dept. of Health and Human Services for Paramedic Education. Recommendation unanimously carried.

I.T. Server for Clerk

Jon-Thomas Burgess, I.T. Coordinator, spoke about an aged-out server in the County Clerk's Office and would like approval to replace it at a cost of \$5,493.08. Discussion held.

Recommended by Commissioner Michell, seconded by Commissioner Turner to approve purchase of a server for the Clerk's Office at a cost of \$5,493.08. Recommendation unanimously carried.

Sheriff ORV Grant for UTV Purchase

Sheriff Cool spoke about additional ORV grant funds that have been allocated to Osceola County. Sheriff Cool would like to use those funds to purchase a UTV and cover additional wages. Discussion held.

Recommended by Commissioner Michell, seconded by Commissioner Halladay to accept the additional money from the ORV Grant to purchase a UTV and to cover wages up to \$6,500.00. Recommendation carried unanimously.

Sheriff Monthly Update

Sheriff Cool provided an update on calls for service which totaled 651 calls, they booked 67 subjects into the jail and housed an average of 65 inmates for the month of November.

Credit Card Payments

Tonia Hartline, Treasurer, asked the board for approval to pay the credit card bill online via electronic payment to avoid potential late fees.

Recommended by Commissioner Custer, seconded by Commissioner Turner to approve the Treasurer's Office to submit credit card payments to the bank electronically. Recommendation carried unanimously.

2022 Budget Amendments in 2023

Tonia Hartline, Treasurer, asked the board for approval to allow the Treasurer's Office to make necessary budget amendments in 2023.

Recommended by Commissioner Michell, seconded by Commissioner Turner to approve the Treasurer's Office to make necessary budget amendments for the 2022 Budget in 2023. Recommendation carried unanimously.

C.O.A. Elvis Tribute Artist Jake Slater Agreement

Justin Halladay, C.O.A. Director, asked for board approval to sign the Elvis Tribute Artist Jake Slater contract for \$650.00 Discussion held.

Recommended by Commissioner Michell, seconded by Commissioner Elkins to approve the COA Director to sign the Elvis Tribute Artist Jake Slater contract for the December 14th show at the Osceola County Fairgrounds for \$650.00. Recommendation carried unanimously.

Veterans FY23 CVSF Grant Budget Amendment

Justin Halladay, C.O.A. Director, spoke about the FY23 CVSF Grant and the additional cost of \$44.00 that needs approval and a signature from the board chair.

Recommended by Commissioner Turner, seconded by Commissioner Custer to approve the Board Chair to sign the Veterans FY23 CVSF Grant Budget Amendment as presented by Justin Halladay. Recommendation carried unanimously.

AAAWM Contract Amendment

Justin Halladay, C.O.A. Director, spoke about the AAAWM Contract Amendment that needs board approval and the signature of the board chair. Discussion held.

Recommended by Commissioner Turner, seconded by Commissioner Michell to approve the Board Chair to sign the AAAWM Contract Amendment effective October 1, 2022 through September 30, 2023. Recommendation carried unanimously.

Purchase of County Laptops

Commissioner Elkins asked the board to allow exiting Commissioners Halladay and himself to purchase their laptops for \$1.00 per device. Discussion held.

Recommended by Commissioner Michell, seconded by Commissioner Turner to approve Commissioners Roger Elkins and Jill Halladay to purchase their county issued laptops at a cost of \$1.00 per device. Recommendation carried unanimously.

Mortgage Discharge for Mairi Colbert

Tim Ladd, County Coordinator, asked the board to approve the discharge of mortgage for Mairi Colbert in the amount of \$7,750.00.

Recommended by Commissioner Custer, seconded by Commissioner Michell to approve the Board Chair to sign the Mortgage Discharge for Mairi Colbert. Recommendation carried unanimously.

Policy Insurance

Tim Ladd, County Coordinator, presented an updated Insurance Policy for board approval. The change includes employees who opted out of insurance and are covered by the County's plan through their spouse. Discussion held.

Resolution Settlement Agreement Wayside Church, et al v Van Buren County, et al.

Tim Ladd, County Coordinator, asked the board to approve the settlement agreement with Wayside Church, et al v Van Buren County, et al.

Recommended by Commissioner Turner, seconded by Commissioner Michell to approve the Settlement Agreement with Wayside Church, et al v Van Buren County, et al. Recommendation carried unanimously.

Journal Register for October 2022

Commissioner Momany asked for approval of the Journal Register for October 2022.

Recommended by Commissioner Momany, seconded by Commissioner Elkins to approve the Treasurer's Journal Register for October entries as presented. Recommendation carried unanimously.

Extended Public Comment: None

Employee/Board Comments: Commissioner Michell asked about the Coordinator's evaluation and provided information on funding for Big Lake.

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Committee Minutes
December 6, 2022

Commissioner Momany asked for the medical examiner contract.

Motion by Commissioner Turner, seconded by Commissioner Custer to adjourn at 10:53 a.m. Motion unanimously carried.

Tracey Cochran, County Clerk

Mark Gregory, Chairman

County of Osceola
BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General () Debt Service () 245 Capital () Other () Special Revenue (x)

REVENUE:

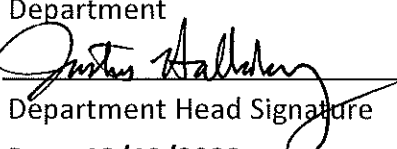
Account Name	Account Number	Decrease	Increase
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$

EXPENSE:

Account Name	Account Number	Increase	Decrease
Fica	281 - 120 - 719 - 000	\$	\$ 500.00
Health/Vision Insurance	281 - 120 - 721 - 001	\$	\$ 10,000.00
Temporary Employees	281 - 606 - 702 - 004	\$	\$ 7,000.00
Fica	281 - 606 - 719 - 000	\$	\$ 1,000.00
Temporary Employees	281 - 603 - 702 - 004	\$ 7,000.00	\$
Raw Food	281 - 603 - 730 - 001	\$ 3,500.00	\$
Raw Food	281 - 606 - 730 - 001	\$ 3,500.00	\$
Mileage/Transportation	281 - 603 - 860 - 000	\$ 3,500.00	\$
Paper Products	281 - 603 - 733 - 000	\$ 1,000.00	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
TOTAL		\$18,500	\$18,500

Commission On Aging

Department


Department Head Signature
Date 12/12/2022

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$ _____ from the _____ fund to the _____ fund is necessary to facilitate this budget amendment.

EXPLANATION:

County of Osceola
BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General () Debt Service () 245 Capital () Other () Special Revenue (x)

REVENUE:

Account Name	Account Number	Decrease	Increase
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$

EXPENSE:

Account Name	Account Number	Increase	Decrease
Training/license	273 - 637 - 957 - 000	\$	\$ 2.00
Mileage/Transportation	273 - 637 - 860 - 000	\$ 2.00	\$
Health/Vision Insurance	280 - 120 - 721 - 001	\$	\$ 8,300.00
Liquid Resource	280 - 120 - 730 - 002	\$	\$ 600.00
Dental Insurance	280 - 120 - 721 - 002	\$ 300.00	\$
Postage	280 - 120 - 727 - 001	\$ 1,000.00	\$
Vehicle Maintenance	280 - 120 - 932 - 000	\$ 2,000.00	\$
Building Maintenance	280 - 120 - 933 - 000	\$ 5,000.00	\$
Mileage/Transportation	280 - 609 - 860 - 000	\$ 600.00	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$

TOTAL

\$8,902

\$8,902

Commission On Aging

Department



Department Head Signature

Date 12/12/2022

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$ _____ from the _____ fund to the _____ fund is necessary to facilitate this budget amendment.

EXPLANATION:

County of Osceola

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as

FUND: General () Debt Service () 245 Capital () Other (x) Special Revenue ()

REVENUE:

Account Name	Account Number	Decrease	Increase

EXPENSE:

Account Name	Account Number	Increase	Decrease
Permanent Employees	292-278-702.003	\$414	
Sick Pay	292-278-702.008		
FICA	292-278-719.000	\$32	
Retirement	292-278-720.000	\$85	
Health Ins	292-278-721.001	\$36	
Dental Ins	292-278-721.002	\$4	
Workers Comp	292-278-722.000		
In-Home Care Non-scheduled	292-278-805.001		
Private Agency Foster Care	292-278-805.002	\$357	
Mileage/Transportation	292-278-860.000		
Permanent Employees	292-000-702.003		\$414
Sick Pay	292-000-702.008		\$0
FICA	292-000-719.000		\$32
Retirement	292-000-720.000		\$85
Health Ins	292-000-721.001		\$36
Dental Ins	292-000-721.002		\$4
Workers Comp	292-000-722.000		\$0
In-Home Care Non-scheduled	292-000-805.001		\$0
Youth Attention Center	292-000-805.002		\$357
Mileage/Transportation	292-000-860.000		\$0
TOTAL		\$928	\$928

Child Care Fund

Department _____

Mia Hartline, Treasurer

Department Head Signature

Date: 12-8-2022

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$____ from the ____ fund to the ____ fund is necessary to facilitate this budget amendment.

EXPLANATION: Raise the Age Expenses -100% covered by State
October

County of Osceola

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as

FUND: General (x) Debt Service () 245 Capital () Other () Special Revenue ()

REVENUE:

Account Name	Account Number	Decrease	Increase

EXPENSE:

Account Name	Account Number	Increase	Decrease
Permanent Employees	101-278-702.003	\$353	
Sick Pay	101-278-702.008	\$0	
FICA	101-278-719.000	\$28	
Retirement	101-278-720.000	\$67	
Health Ins	101-278-721.001	\$33	
Dental Ins	101-278-721.002	\$5	
Life Ins	101-278-724.000	\$1	
Disability Ins	101-278-724.001	\$1	
Mileage/Transportation	101-278-860.000	\$68	
Permanent Employees	101-285-702.003		\$353
Sick Pay	101-285-702.008		\$0
FICA	101-285-719.000		\$28
Retirement	101-285-720.000		\$67
Health Ins	101-285-721.001		\$33
Dental Ins	101-285-721.002		\$5
Life Ins	101-285-724.000		\$1
Disability Ins	101-285-724.001		\$1
Mileage/Transportation	101-285-860.000		\$68
TOTAL		\$556	\$556

Raise the Age - Juvi

Department

Jonis Hartline, Treasurer

Department Head Signature

Date: 12-8-2022

Board of Commissioners

Budget Amendment # _____

Date _____

A cash transfer in the amount of \$____ from the ____ fund to the ____ fund is necessary to facilitate this budget amendment.

EXPLANATION: Raise the Age Expenses -100% covered by State
October

County of Osceola
BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General () Debt Service () 245 Capital () Other () Special Revenue ()

REVENUE:

Account Name	Account Number	Decrease	Increase
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$

EXPENSE:

Account Name	Account Number	Increase	Decrease
Permanent Employees	101.301.702.003	\$	\$13,000
Overtime	101.301.702.005 -	\$13,000	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
	- - -	\$	\$
TOTAL		\$13,000	\$13,000

Sheriff
Department
Department Head Signature
Date 12.12.22

Board of Commissioners
Budget Amendment # _____
Date _____

A cash transfer in the amount of \$_____ from the _____ fund to the _____ fund is necessary to facilitate this budget amendment.

EXPLANATION: We need money in our Alltime line

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
14234 POSTED BY TONIA	11/01/2022	BA	LINE SHORT FOR MSHN PYMT -COBO HALL FUND	TONIA		
101-267-801.000	CONTRACTED SERVICES				1.00	
101-966-959.003	DRUG ABUSE AND HUMAN AID					1.00
					1.00	1.00
14241 POSTED BY TONIA	11/02/2022	BA	EMP TRF FR ANOTHER DEPT PER BOC	TONIA		
101-287-702.007	LONGEVITY					240.00
101-351-702.007	LONGEVITY				240.00	
					240.00	240.00
14242 POSTED BY TONIA	11/02/2022	BA	BLDG REPAIRS & TRANING PER BOC	TONIA		
210-000-972.000	CAPITAL VEHICLES				16,000.00	
210-000-933.000	BUILDING MAINTENANCE					10,000.00
210-000-957.000	TRAINING/LICENSE					6,000.00
					16,000.00	16,000.00
14243 POSTED BY TONIA	11/02/2022	BA	FUND LIBRARY FUND PER BOC	TONIA		
101-931-699.100	UNRESERVED FUND BALANCE				6,000.00	
269-000-699.000	TRANSFER IN				6,000.00	
101-931-995.014	TRANSFER OUT TO LAW LIBRARY 269					6,000.00
269-000-858.000	ONLINE SERVICES					6,000.00
					12,000.00	12,000.00
14245 POSTED BY TONIA	11/02/2022	BA	RAISE THE AGE EXP SEPTEMBER PER BOC	TONIA		
101-278-719.000	FICA					38.00
101-278-720.000	RETIREMENT CO SHARE					91.00
101-278-721.001	HEALTH/VISION INSURANCE					45.00
101-278-721.002	DENTAL INSURANCE					6.00
101-285-719.000	FICA				38.00	
101-285-720.000	RETIREMENT CO SHARE				91.00	
101-285-721.001	HEALTH/VISION INSURANCE				45.00	
101-285-721.002	DENTAL INSURANCE				6.00	
					180.00	180.00
14246 POSTED BY TONIA	11/02/2022	BA	RTA AUGUST EXPENSES BOARD APPROVED	TONIA		
292-278-719.000	FICA					34.00
292-278-720.000	RETIREMENT CO SHARE					82.00
292-278-721.002	DENTAL INSURANCE					6.00
292-278-722.000	WORKERS COMPENSATION					6.00
292-000-719.000	FICA				34.00	
292-000-720.000	RETIREMENT CO SHARE				82.00	
292-000-721.002	DENTAL INSURANCE				6.00	
292-000-722.000	WORKERS COMPENSATION				6.00	
					128.00	128.00
14247 POSTED BY TONIA	11/02/2022	BA	COVER VEHICLE MAINTENANCE PER BOC	TONIA		
101-301-975.000	CAPITAL EQUIPMENT & FURNITURE				10,000.00	
101-301-932.000	VEHICLE MAINTENANCE					10,000.00
					10,000.00	10,000.00
14248 POSTED BY TONIA	11/02/2022	BA	STAFFING SHRTG PER BOC	TONIA		
101-351-702.003	PERMANENT EMPLOYEES				13,000.00	
101-351-702.005	OVERTIME					13,000.00
					13,000.00	13,000.00
14291 POSTED BY MICHELLG	11/02/2022	BA	CORRECTION TO BA#14247	MICHELLG		
101-301-975.000	CAPITAL EQUIPMENT & FURNITURE					10,000.00
101-301-972.000	CAPITAL VEHICLES				10,000.00	
					10,000.00	10,000.00

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
14262 POSTED BY TONIA	11/07/2022	BA	PYMT FOR ADDITIONAL REVENUE	TONIA		
249-000-479.005	PERMITS MECHANICAL			6,200.00		6,200.00
249-000-802.001	CONTRACTED SERVICES MECHANICAL INSPECTOR					
				6,200.00		6,200.00
14266 POSTED BY TONIA	11/07/2022	BA	PER DEPT	TONIA		
101-301-863.000	CONFERENCES/MEETINGS			138.00		
101-301-882.000	RECRUITMENT					138.00
				138.00		138.00
14267 POSTED BY TONIA	11/07/2022	BA	PER DEPT HEAD	TONIA		
101-286-956.000	DUES					25.00
101-286-960.001	MISC - RECORDERS EXPENSE			25.00		
				25.00		25.00
14272 POSTED BY TONIA	11/09/2022	BA	PAY PHONE BILL FOR REST OF YEAR	TONIA		
101-682-960.000	MISCELLANEOUS			200.00		
101-682-850.000	TELEPHONE					200.00
				200.00		200.00
14273 POSTED BY TONIA	11/09/2022	BA	DRUG TESTING SURPASSED PREDICTED BUDGET	TONIA		
230-000-815.000	TETHER MONITORING FEE			1,000.00		
230-000-738.000	DRUG TESTING SUPPLIES					1,000.00
				1,000.00		1,000.00
14274 POSTED BY TONIA	11/09/2022	BA	COVER ELECTION DAY TRAVEL	TONIA		
101-262-732.000	BALLOT & ELECTION SUPPLIES			49.05		
101-215-860.000	MILEAGE/TRANSPORTATION					49.05
				49.05		49.05
14281 POSTED BY TONIA	11/10/2022	BA	COVER CIRCUIT CT BUDGET SHORTAGES	TONIA		
101-283-663.000	BOND FORFEITURES & BOND COSTS			200.00		
101-283-601.000	COURT COSTS			697.00		
101-283-817.004	APPEALS ATTORNEY					897.00
				897.00		897.00
14283 POSTED BY TONIA	11/10/2022	BA	PER DEPT HEAD	TONIA		
101-278-540.004	STATE REIMB/DETENTION SERVICE FED \$			600.00		
101-285-860.000	MILEAGE/TRANSPORTATION					600.00
				600.00		600.00
14284 POSTED BY TONIA	11/10/2022	BA	COVER BUDGET SHORTAGE	TONIA		
101-253-956.000	DUES					275.00
101-253-727.001	POSTAGE			275.00		
				275.00		275.00
14287 POSTED BY TONIA	11/14/2022	BA	PER DIEM SHORT ON FUNDS	TONIA		
101-267-801.000	CONTRACTED SERVICES			3,500.00		
101-101-713.000	PER DIEM					3,500.00
				3,500.00		3,500.00
14288 POSTED BY TONIA	11/14/2022	BA	INCREASE IN WAGES & INCREASED COSTS	TONIA		
508-000-921.000	ELECTRIC					4,877.00
508-000-933.001	ROSE LAKE HOME MAINTENANCE			1,498.00		
508-000-941.000	EQUIPMENT RENTAL			500.00		
508-000-931.000	EQUIPMENT MAINT/REPAIR			1,500.00		
508-000-933.000	BUILDING MAINTENANCE			1,000.00		

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
508-000-742.000	UNIFORM SUPPLIES			285.00		
508-000-743.000	GAS & OIL			495.00		
508-000-900.000	NEWSPAPER/PUBLICATION			599.00		
508-000-719.000	FICA					2,000.00
508-000-962.000	TREE/STUMP REMOVAL (PARKS)			1,000.00		
				6,877.00		6,877.00
14289	11/14/2022	BA	MAKE MERS PYMT *SEE NOTES*	TONIA		
POSTED BY TONIA						
101-931-699.100	UNRESERVED FUND BALANCE			1,000,000.00		
101-209-720.001	MERS ACCRUED LIABILITY					1,000,000.00
				1,000,000.00		1,000,000.00
14290	11/14/2022	BA	MOVED FUNDS FOR POSTAGE PER DEPT HEAD	TONIA		
POSTED BY TONIA						
210-000-727.001	POSTAGE					300.00
210-000-723.000	UNEMPLOYMENT			300.00		
				300.00		300.00
14296	11/16/2022	BA	FUNDS NEEDED TO PAY PHONE BILL FOR YEAR	TONIA		
POSTED BY TONIA						
101-682-900.000	NEWSPAPER/PUBLICATION			44.00		
101-682-960.000	MISCELLANEOUS					44.00
				44.00		44.00
14298	11/17/2022	BA	COVER CICRCUIT CT JURY EXPENSES	TONIA		
POSTED BY TONIA						
101-283-861.000	JURY/MILEAGE					874.00
101-283-961.001	JURY/FEES					877.00
101-267-801.000	CONTRACTED SERVICES			1,751.00		
				1,751.00		1,751.00
14300	11/17/2022	BA	COVER BUDGET SHORTAGE	TONIA		
POSTED BY TONIA						
101-277-727.001	POSTAGE			183.00		
101-277-727.000	OFFICE SUPPLIES					183.00
				183.00		183.00
14303	11/21/2022	BA	COVER BUDGET SHORTAGE	TONIA		
POSTED BY TONIA						
101-253-727.001	POSTAGE			15.00		
101-253-900.000	PUBLICATION					15.00
				15.00		15.00
14309	11/22/2022	BA	COST OF PRE EMPLOYMENT SCREENING	TONIA		
POSTED BY TONIA						
215-000-960.000	MISCELLANEOUS					7.00
215-000-860.000	MILEAGE/TRANSPORTATION			7.00		
				7.00		7.00
14310	11/22/2022	BA	PER DEPT HEAD	MICHELLG		
POSTED BY MICHELLG						
101-301-960.005	LAUNDRY/CLEANING			5.00		
101-301-737.000	SALVAGE VEHICLE EXPENSE					5.00
				5.00		5.00
14311	11/22/2022	BA	COVER ADD TRAVEL DUE TO CT HOUSE MOVE	TONIA		
POSTED BY TONIA						
101-228-860.000	MILEAGE/TRANSPORTATION					100.00
101-228-727.001	POSTAGE			50.00		
101-228-727.000	OFFICE SUPPLIES			50.00		
				100.00		100.00
14312	11/22/2022	BA	PER DEPT HEAD	MICHELLG		
POSTED BY MICHELLG						
101-301-737.000	SALVAGE VEHICLE EXPENSE					49.00
101-301-960.005	LAUNDRY/CLEANING			49.00		

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
					49.00	49.00
14313	11/23/2022	BA	PER DEPT HEAD	TONIA		
POSTED BY TONIA						
101-262-860.000	MILEAGE/TRANSPORTATION					107.50
101-262-713.000	PER DIEM					355.00
101-262-732.000	BALLOT & ELECTION SUPPLIES				462.50	
					462.50	462.50
14319	11/28/2022	BA	PER DEPT HEAD	MICHELLG		
POSTED BY MICHELLG						
508-000-743.000	GAS & OIL					50.00
508-000-933.000	BUILDING MAINTENANCE				50.00	
					50.00	50.00
14321	11/28/2022	BA	COVER TAX FORMS	TONIA		
POSTED BY TONIA						
101-215-727.000	OFFICE SUPPLIES					36.00
101-215-801.001	CONTRACTED SERVICES MICROFILMING/STORAGE				36.00	
					36.00	36.00
14322	11/28/2022	BA	CO GOVT BOOK FOR NEW COMMISSIONERS	TONIA		
POSTED BY TONIA						
101-101-727.000	OFFICE SUPPLIES					124.00
101-101-863.000	CONFERENCES/MEETINGS				124.00	
					124.00	124.00
14325	11/29/2022	BA	COVER TRAVEL DUE TO CT HOUSE MOVE	TONIA		
POSTED BY TONIA						
101-228-860.000	MILEAGE/TRANSPORTATION					100.00
101-228-727.000	OFFICE SUPPLIES				100.00	
					100.00	100.00
14326	11/29/2022	BA	NEED TO COVER PHONE EXP NOV & DEC	TONIA		
POSTED BY TONIA						
101-301-801.000	CONTRACTED SERVICES				654.00	
101-301-850.000	TELEPHONE					654.00
101-301-741.000	ENFORCEMENT SUPPLIES				64.40	
101-301-882.000	RECRUITMENT					64.40
					718.40	718.40
Total:					1,085,254.95	1,085,254.95

DRAFT

COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
HEALTH, SAFETY & GROUNDS COMMITTEE
MINUTES
December 6, 2022

The meeting was called to order by Chairperson Turner at 12:50 p.m. at the Osceola County Administration Building in Reed City, MI.

Members Present: Commissioners David Turner, Mark Gregory and Jim Custer
Members Absent: None
Others: Tim Ladd-County Coordinator, Steve Young-E.M.S. Director

Additions or Deletions: None

Agenda: Motion by Commissioner Gregory, seconded by Commissioner Custer to approve the agenda. Motion carried unanimously.

Public Comments: None
Employee Comments: None

Minutes: Motion by Commissioner Custer, seconded by Commissioner Gregory to approve the minutes of September 14, 2022. Motion carried unanimously.

Old Business:

Courthouse renovations are on schedule for the Annex to move on Dec 12 & 13, 2022. The Annex will be winterized and more discussion will be had in the near future.

Steve discussed the layout of the proposed E.M.S. Station in Evart. Discussion on roof line and different options to keep the cost low. Discussion on interior flooring options and what will provide the best wear options for longevity. Discussion on egress options and where they should be located to help reduce costs. Discussion on ADA doors and windows. Committee discussed RFP for Architect.

Motion by Commissioner Custer, seconded by Commissioner Gregory to send out RFP for services of Architect to provide engineered-stamped prints, construction oversight, and to solicit bids for the construction of the E.M.S. Station. RFP will be returned to the County Administrator and will be submitted to the Health, Safety and Grounds Committee. Sealed RFPs will be due by 2:00 p.m. on January 23, 2023. Motion carried unanimously.

Discussion was held on RFPs for Medical Examiner Services. One RFP from the Saginaw area did not comply with the RFP. RFP's were submitted by WMed and by Mid Michigan Medical Examiner Group. Commissioner Turner is excusing himself at this time from all discussion going forward as he is a current employee for Mid Michigan Medical Examiner Group.

Discussion was led by Steve and Commissioner Gregory and explained how the current and prior ME services and investigations have been facilitated in Osceola County. Discussion was led by Commissioner Gregory on past costs of WMed's services and the proposal of WMed's 2% increase each year as well as contractors versus employees. Commissioner Custer raised the question of which group would provide the fastest response to a scene to limit the amount of time our E.M.S. and Sheriff Departments have to remain on scene, as well as providing a response that would be accepted by our taxpayers.

Motion by Commissioner Custer, seconded by Commissioner Gregory to accept the RFP from Mid Michigan Medical Examiners Group and allow the County Administrator to enter into contract negotiation with Mid Michigan Medical Examiners Group. Motion carried unanimously with Commissioner Turner abstaining from the vote.

New Business:

Vehicle for Building Inspector was discussed and the Administrator will explore options and report back to the Committee.

Other Business: None
Extended Public Comments: None

Motion by Commissioner Gregory, seconded by Commissioner Custer to adjourn at 2:58 p.m. Motion was unanimously approved.

Respectfully submitted,
Tim Ladd, County Coordinator



Lisa@MMMEG.org

231-510-6205

December 12, 2022

Dear Commissioners and Officials of Osceola County,

I have attached a sample contract for your review. We would like to reiterate the most critical features of MidMichigan Medical Examiner Group's service include our Qualification, Experience, Timeliness, and Operating within Standards.

The total net annual budget projection averages 4.5 autopsies: \$69,118

- MMMEG utilized the West Michigan Forensic Pathology Services Authority in Big Rapids not just as a drop off facility but also a total autopsy facility. We respect the county's position in utilizing this morgue for autopsies whenever possible.
- MMMEG is committed to responding to 90% of every case within 60 minutes. We respect the time and effort of every local agency that may be on scene.
- The attached contract reflects a revised estimated rate of autopsies. The RFP reflected a quantity of 7 while this contract reflects a modified quantity of 4.5 which may be more in line with the past few years of necessary autopsies in the county.
- MMMEG is able to utilize support of our jurisdictional adjacent counties. Full jurisdiction of these counties allows for seamless support whenever overflow or additional needs arise.
- If the Medical Examiner Services Contract is awarded, MMMEG is positioned to isolate all Osceola County public officials from the daily duties in decision making for Osceola County Medical Examiner's Office. Public Officials are not owners of the business entity or real property. Public Officials will not receive any income or gifts for Osceola County related medical examiner services. To avoid any actual or appearance of bias, public officials are prohibited from decision making in Osceola County Medical Examiner case decision making

Please contact me with any questions.

Respectfully submitted,

Lisa Kaspriak

Lisa Kaspriak and Dr. Paul Wagner, D.O.

Administration, Mid Michigan Medical Examiner Group

MEDICAL EXAMINER CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the COUNTY OF OSCEOLA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and Paul A. Wagner, D.O. and Mid Michigan Medical Examiner Group LLC (MMMEG) (hereinafter referred to as the "Contractors")

WITNESSETH:

WHEREAS, the Contractors have been appointed OSCEOLA County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq.g (hereinafter referred to as the "County Medical Examiners Act"); and

WHEREAS, the County and the Contractors' desire to set forth the terms and conditions of Dr. Paul A. Wagner's appointment and Mid Michigan Medical Examiner Group LLC terms in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: **General Scope of Services**. The Contractors, during the duration of the Agreement and pursuant to the County Medical Examiner's Act, shall serve as the OSCEOLA County Medical Examiner performing the following services:

- A. Administration of the Medical Examiner Department by ensuring all duties required of the County Medical Examiner as described in and required by the laws of the State of Michigan.
- B. Arrange all necessary forensic pathology services.
- C. Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral home directors, health care institutions and their professional staff, and involved citizens and families regarding particular death investigations and general procedures.
- D. Provide necessary information to and participate in death reviews, including representation in Child Death Review Team meetings.
- E. Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons providing professional services to the County's Medical Examiner Department. The Osceola County Board of Commissioners must approve the Medical Examiner and Deputy Medical Examiners designated by the Contractor and the County.
- F. Ensure postmortem examinations are performed of all bodies pursuant to the requirements of the laws of the State of Michigan for County Medical Examiners.

G. Ensure sufficient number of medical examiner investigator subcontractors to respond to death scenes to conduct investigations in a timely manner.

H. Sign all death certificates, and review and authorize all cremation permits. Contractor must make reasonable arrangements with funeral directors, within the limits required by law, to ensure that death certificates and cremation permits are completed accurately and in a timely manner. Contractor shall keep a record and bill for all cremation permits issued. Payment to be made immediately by funeral homes directly to the county.

I. Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorney.

J. Ensure that death certificates with any items pending further testing or information shall be completed within sixty (60) days of the certified date of death, unless special diagnostic studies are necessary. The contractor shall utilize forensic pathology services that hold the national standard of completing 90% of autopsies within 90 days.

K. Ensure all final autopsy reports will be available to the County within sixty (60) days from the certified date of death ninety percent (90%) of the time, measured and reported each calendar month, unless special diagnostic studies are necessary and such studies delay completion of the case.

L. Provide Medical Examiner Administrative Services. The Contractor will provide a Medical Examiner Administrator for the purpose of ensuring the County Medical Examiner duties and responsibilities required under this agreement.

M. Maintain electronic database for all files and documents that will remain the property of Osceola County and upon termination of services will be returned to Osceola County via electronic access. The contractor may keep copies of any necessary records for their files.

N. Arrange for Autopsies and Transportation with one of many locations in providing of pathology, toxicology, anthropology, and DNA services. Negotiate and execute contracts for those support services. Arrange Transport with one of many local or nonlocal services for smooth and timely transport.

O. Refer all candidates for Donation of Anatomical Gifts in accordance with the MI Kyle Horning Law.

P. Respond to requests for reports with descriptive & statistical data (i.e. Opioid data).

Q. Receive and verify all Invoices for M.E. Budget. Report on departmental annual budget. Conduct internal quality assurance reviews on case investigations and records.

R. File Unclaimed Decedent applications for payment requests through DHHS ensuring proper disposition and no cost to the county.

S. File Sudden Infant Death repayment applications with the State of Michigan. All recoupment stays in the county budget.

SECOND: **Compensation**. The Contractor shall be compensated for the services rendered pursuant to this agreement as follows in Exhibit "A" with payment made to and accepted by Mid Michigan Medical Examiner Group, LLC on Paul A. Wagner's behalf. The contractor shall invoice the county for services on a quarterly basis and paid within thirty (30) days of receipt by the County unless a dispute exists over the amount claimed due and owing.

THIRD: **Cremation Permits and Death Certificates**. Cremation permits are reviewed, analyzed, and fulfilled within a 24-hour time limit of receipt of all required information on all business days. A faxed or scanned receipt of the request and proof of cremation permit pre-payment as listed in Exhibit "A" is required in advance to be made to the county credit card system or to the county in-person or by mail. Death certificates will be completed and signed after being presented to or scanned to the contractor's office. EDRS is the preferred method of Cremation Permit and Death Certificate Registry in the State of Michigan

FOURTH: **Medical Examiner Investigators (MEI)**. MEI's are compensation as approved by the County in the manner described in Exhibit "B" and reviewed through fiscal budgeting. MEI monthly reimbursement for case related fees will initially be sent to and reviewed by the contractor. The contractor will then submit approved vouchers to the county on a monthly basis for payment by the county. Mileage shall be paid equal to that of the county rate. MEI's will be trained toward national death scene registry. This training provided by MMMEG. MMMEG will then provide payment for national testing and advancement. If an MEI passes the national registry, the county shall reimburse that MEI according to Exhibit "B" or the new negotiated rate. MEI's should receive the same annual rate of increase as non-union county employees.

FIFTH: **Subcontractors**. The contractor will negotiate and help execute contracts such as Morgue Cooler location, Forensic Pathology Services, Toxicology, Anthropology, Medical Examiner Investigator and Deceased Transportation services. Support services invoices will first be received and reviewed by the contractor. The contractor will then submit monthly approved vouchers to the county for direct payment. The contractor will assist the county with the Medical Examiner Department budget annually.

SIXTH: **Maintenance of Records**. The Contractors shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractors have been compensated pursuant to this Agreement. The contractors will electronically maintain a record on every death reported to the office, whether or not jurisdiction is accepted. All case records will be returned via "access" to the online database upon termination of this contract. All medical examiner records requests secured are processed by the contractor. Retention may remain in the contractor's office for 4 years then subsequently turned over to the County offices for storage.

SEVENTH: **County's Retention of Records**. The County shall have the sole and exclusive right to the retention of all original case records pertaining to the services rendered by the Contractors pursuant to this Agreement. The Contractors shall have access to appropriate case records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the

Agreement, all original case records in the Contractors' possession shall be turned over to the County provided, however, that the Contractor shall have access to the records upon written request.

EIGHTH: **Use of Facilities**. The county will allow at no charge:

- i. If needed, use of a conference room or office in OSCEOLA County, for meetings with family and next-of-kin to address questions about the results of a death investigation or trainings with MEI's or law enforcement.
- ii. Use of space within OSCEOLA County for storage of body bags, tags, and personal protection equipment.

NINTH: **Independent Contractor Status**. It is expressly understood and agreed that the Contractors, administrative personnel, and non- OSCEOLA County employee Medical Examiner Investigators, shall not be, nor hold themselves out as employees of the County and shall not be entitled to any fringe benefits of the County such as including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The independent contractors shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement.

TENTH: **License Requirements**. Dr. Paul A. Wagner, shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

ELEVENTH: **Liability Insurance Required of Contractor**. Dr. Paul A. Wagner, shall carry insurance of at least one million dollars per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The General Liability Insurance shall include contractual provisions protecting the county from liability, including indemnification and Hold Harmless provisions. General Liability insurance shall include an endorsement adding the County of Osceola as an additional insured. General Liability and Motor Vehicle Liability insurance shall include an endorsement which adds the County of Osceola as an additional insured stating the following shall be Additional Insureds: Osceola County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Osceola County as additional insured, coverage afforded is considered to be primary and any other insurance the Member may have in effect shall be considered secondary and/or excess. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Tim Ladd, Osceola County Coordinator, 602 West Upton Avenue, Reed City, Michigan, 49677. Workers Compensation Insurance shall be maintained in accordance with the statutes of the State of Michigan. The Medical Examiner shall maintain Professional Liability (Medical Malpractice) Insurance with limits on liability not less than \$1,000,000 per occurrence for the professional activities carried out in this agreement. This shall be maintained throughout the life of this agreement and evidence provided annually or when coverage is modified.

TWELVETH: **Compliance with the Law**. The Contractors, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, they shall not advocate, nor assist in violating any laws of the United States or the State of Michigan.

THIRTEENTH: **Waivers**. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

FOURTEENTH: **Amendment of the Agreement**. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

FIFTEENTH: **Nondiscrimination**. The Contractors shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

SIXTEENTH: **Disregarding Titles**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

SEVENTEENTH: **Completeness of the Agreement**. This Agreement and Exhibit "A" and "B" attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

EIGHTEENTH: **Agreement Period and Termination**. This Agreement shall become effective on the 1st day of February 2023 and shall continue until the expiration of the term of appointment, which shall be four years. Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner's Act, MCL 52.201 et seq.

NINETEENTH: **Invalid Provisions**. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

TWENTIETH: **Certification**. The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

COUNTY OF OSCEOLA:

Chairperson

OSCEOLA County Board of Commissioners

WITNESSED BY:

CONTRACTORS:

Paul A. Wagner, D.O.

Mid Michigan Medical Examiners Group, LLC

EXHIBIT A

PAYMENT SCHEDULE

The Administrative Overhead annual fee beginning January 1, offered for 4 years (20233, 20244, 20255, 20266) with an annual increase of 2% on January 1.

Administrative Overhead - Medical Examiner Full Services: \$ 29,35 32,082

(Chief Medical Examiner Physician -Database Cloud Records- Phone -Prof.Memberships-Uniforms-Supplies-Training- Administrative Staffing - Case Administration-Reporting-Death Certificate Processing-Records Requests). Overhead will be billed quarterly.

Case Related Death Costs: \$ 26,00043,598

(Including Autopsy (Estimated 4.5), Toxicology, MEI, Transportation. Mileage- Case Related Costs). This line is for Budget purposes only. This is an estimate only. Case Related Death Costs will be reconciled monthly.
End of year surplus in this category remains in the county general fund.

Cremation Permit Revenue Paid to the County: (\$4,650)

Cremation permit fees shall be entered into a separate Income Line Item. ~~Quarterly handling fee payments shall be made to MMMEG as invoiced. Cremation Permits and receipt of payment will be reviewed, released, and logged by MMMEG.~~

Example****Estimated 175 Requests @ \$50/ea.= \$8,750 less 25% handling fee= ~~(\$ 6,562)~~
Cremation permit Revenue for the county.

NET ANNUAL BUDGET: \$ 50,58569,118

EXHIBIT B

MEI PAYMENT SCHEDULE

Investigators to perform their service as private contractors of the county regulated through Dr. Wagner and our office as allowed by the Michigan Medical Examiner Statute (MCL52.202). Standard Mileage is paid when non-county vehicles are utilized.

Cases 1-5= \$12~~5~~5 Natural/\$14~~5~~5 Non-Natural,

Cases 6+ = \$17~~5~~0 Natural/\$1~~80~~95 Non-Natural,

Nationally Certified Investigators with 165 hrs of experience and nationally tested knowledge base \$1~~80~~95 Natural/ \$~~195~~220 Non-Natural.

Occasional extenuating circumstance stipend additional as approved by county at \$100/per case.

Trainers train MEI's on avg of 2 cases or as needed. Homicides and serious cases will additionally be investigated by Nationally Registered/Certified Death Scene Investigator and may warrant two investigators.

All MEI Class Training is paid through MMMEG Administrative Overhead and not an obligation of the county.

OSCEOLA COUNTY PERSONNEL AND OPERATIONS POLICY MANUAL

POLICY #:
SUBJECT: INSURANCE
AUTHORIZED BY: BOARD OF COMMISSIONERS
SCOPE: ALL EMPLOYEES

PURPOSE:

The purpose of this policy is to provide clear direction on insurance benefits including worker's compensation, health, dental, prescriptions, vision, life and short-term disability for employees.

POLICY:

Worker's Compensation:

By law, all County employees must be and are covered by Worker's Compensation insurance. Whenever any injury occurs, it shall be the express obligation of the injured employee to report such injury immediately, if possible, to their department head and under no circumstances shall such report be made later than the end of the day on which the injury occurred. Any injury for which medical attention is sought or required shall be reported by the injured as soon as possible to the employee's department head, in writing, with specific details as to the time, date and place of occurrence, as well as, specific details as to the type and cause of injury and the names of any witnesses to the same. Such report shall be signed and dated by the injured employee, *and a copy provided to the County Administrator/Controller*. When on Worker's Compensation, employees will not draw their regular salary. When on Worker's Compensation, employees will still receive their fringe benefits of all health, dental, life and short-term disability insurances which will be carried for a period not to exceed six (6) months.

Health and Dental:

The County Board of Commissioners provides health insurance including prescriptions and a dental insurance plan for full-time employees. Employees who are covered by other ~~non-County~~ health or dental insurance may choose to forego enrolling in the health and dental insurance in lieu of receiving a set cash allowance as follows: **(opt out payments shall be paid in the second payroll of November)**

- A. Non-Union full-time employees who elect not to enroll or participate in the County's group medical insurance plan because they are eligible for coverage under another ~~(non-County)~~ health insurance plan available to their spouse or dependents may, upon proof of other ~~non-County~~ coverage, opt out of the County's program. In lieu of insurance, the employee will be compensated a flat rate as follows: \$1,500 single, \$3,000 two-person or \$3,500 family, for health insurance for their eligible covered election. These amounts will be reviewed annually by the Personnel and Administration/Finance Committee. **(Employees who opted out prior to October 18, 2007 and are covered by the County's plan through their spouse or dependents and have been receiving this benefit will be grandfathered in.)**
- B. Under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, upon leaving the employment of the County an employee previously covered by the County health insurance program may have some continuation rights. For information on COBRA contact the County Administrator/Controller's Office.

- C. **Effective February 1, 2007**, all non-union full-time employees and qualifying part-time employees, electing to participate in the health insurance program will pay a percentage of the premium for the cost of health insurance, unless the Board of Commissioners implements either the hard caps or 80/20 under PA 152 of 2011. The percentages will be reviewed annually by the Personnel and Administration/Finance Committee.
- D. Non-Union full-time employees who elect not to enroll or participate in the County's group dental insurance plan because they are eligible for coverage under another ~~(non-County)~~ dental insurance plan available to their spouse or dependents may, upon proof of other ~~non-County coverage~~, opt out of the County's program. In lieu of insurance, the employee will be compensated 50% of the applicable premium amount for dental insurance for their eligible covered election. These amounts will be reviewed annually by the Personnel and Administration/Finance Committee. ~~(Employees who opted out prior to October 18, 2007 and are covered by the County's plan through their spouse or dependents and have been receiving this benefit will be grandfathered in.)~~

Vision

Vision insurance is available through the County's insurance program at the employee's own expense. Premium amounts are paid through employee payroll deduction.

Life

Each non-union full-time employee serving in a permanent position as determined by the Board of Commissioners shall receive **\$30,000** in coverage for life insurance as subject to the rules and regulations of the carrier.

Short Term Disability

The employer shall obtain and pay the required premiums for sickness and accident insurance for full-time employees hired after September 1, 2002 effective the first (1st) workday following completion of thirty (30) calendar days of employment with the employer.

Employees who are eligible under the insurer's regulations shall receive from the employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and the eighth (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any worker's compensation, or any salary continuation program.

If an employee has more than 8 hours of unpaid leave in a month, the employee will be billed for the cost of their fringe benefits for each hour of unpaid leave over eight (8) at the hourly rate established for these costs as approved by the Board of Commissioners.

POLICY HISTORY:

Implemented: **12-20-22**

Reviewed:

State of Michigan Public Assistance (PA) Grant Program Grant Agreement FEMA-4494-DR-MI (COVID-19)

Assistance Listings Number (ALN): 97.036
(Previously CFDA Number)

This Public Assistance Grant Agreement is hereby entered in to between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and

OSCEOLA COUNTY

(hereinafter called the Subrecipient)
Public Assistance ID Number: 133-99133-00
PW Number: PA-05-MI-4494-PW-00300(0)

I. Purpose

The purpose of the Public Assistance Grant Program is to provide supplemental financial assistance for disaster relief in eligible areas within the state, including funds for emergency protective measures – actions taken to eliminate or lessen immediate threats to lives, public health, or safety. Eligible costs are outlined in the Federal Emergency Management Agency's (FEMA), Public Assistance Program and Policy Guide, FP-104-009-2, April 2018 (PAPPG) and FEMA COVID-19 Fact Sheets and Guidance.

II. Statutory Authority

The President of the United States declared a disaster for all counties in Michigan on March 27, 2020, under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. This disaster declaration is a result of the Coronavirus (COVID-19) Pandemic for the incident period beginning January 20, 2020.

The Subrecipient agrees to comply with all program requirements in accordance with FEMA guidance including, but not limited to, FEMA's PAPPG (April 2018) and other guidance specific to COVID-19. The Subrecipient also agrees to comply with regulations, including, but not limited to, the following, as applicable:

- A. Administrative Requirements, Cost Principles, and Audit Requirements
 1. Public Law 93-288, as amended, *The Robert T. Stafford Disaster Relief and Emergency Assistance Act*, 42 U.S.C., 5121-5207, its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR) and FEMA policy and guidance.
 2. 2 CFR, Parts 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 3. 44 CFR, Part 10, *Environmental Considerations*.
 4. 44 CFR, Part 206, *Federal Disaster Assistance* (including Subparts G, H, and I) *Public Assistance Project Administration, Public Assistance Eligibility, and Public Assistance Insurance Requirements*.
- B. FEMA Program Guidance
 1. FP 104-009-2, Public Assistance Program and Policy Guide (April 2018).
 2. FEMA COVID-19 Fact Sheets and Guidance are located online at <https://www.fema.gov/coronavirus/fact-sheets>.
 3. Public Assistance Management Costs Standard Operating Procedures (February 2019).
- C. Other Federal Regulations
 1. National Environmental Policy Act (NEPA).
 2. 16 U.S.C. § 3501, Coastal Barrier Resources Act.
 3. 16 U.S.C. § 470, National Historic Preservation Act.
 4. 16 U.S.C. § 1531, Endangered Species Act References.

5. The Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252).
6. E.O. 11988, Floodplain Management.
7. E.O. 11990, Protection of Wetlands.
8. E.O. 12612, Federalism.
9. E.O. 12898, Environmental Justice.
10. E.O. 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.

III. Award Amount and Restrictions

The Federal Emergency Management Agency (FEMA) determines program eligibility and grant amounts. Federal assistance will be made available, within the limits of funds available from Congressional appropriations for such purposes, in accordance with the Stafford Act and applicable regulations found in the Code of Federal Regulations (CFR), and applicable policy and guidance. FEMA has obligated funds for the project below:

PW #	PA-05-MI-4494-PW-00300(0)
Project Number and Project Name	242811 - Osceola County PPE
Total Eligible	\$4,180.08
Federal Share Obligated	\$4,180.08
Subrecipient Cost Share	\$0.00

Reimbursement amounts will be based on approved FEMA Project Worksheets (PW) and may be adjusted based upon eligibility reviews in compliance with statutes, rules, and regulations. FEMA may obligate a PW based on estimates; however, actual costs for completion within the eligible scope of work may differ from the estimated amount.

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, and building codes and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary Environmental and Historic Preservation (EHP) review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

Category B, Emergency Protective Measures work, for which federal funds have been approved, is usually subject to completion six months from the declaration date; however, for this disaster, the **project completion deadline date will be determined by FEMA**. If extenuating circumstances or unusual project conditions exist, a time extension may be requested through the Recipient.

IV. Responsibilities of the Subrecipient

- A. **Federal grant funds must supplement, not replace (supplant), existing state or local funds appropriated for the same purpose.** Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
- B. **The Subrecipient shall not use Public Assistance Grant Program funds to generate program income.**
- C. **Grant Agreement Package.** In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 1. Subrecipient Risk Assessment Certification (EMHSD-RA)

2. Standard Assurances (20_16 Summary Checklist, 20_16a Assurances Non-Construction, 20_16b Assurances Construction, 20_16c Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements)
 3. Disclosure of Lobbying Activities (SF-LLL)
 4. Audit Certification (EMHSD-053)
 5. Request for Taxpayer Identification Number and Certification (W-9)
 6. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) certifying project expenditures and completion within the grant period (complete and submit **upon project completion** or **for partial reimbursement** request as directed by VII. Payment Procedures)
 7. Permits or Waivers. (For projects requiring permits or waivers, including work that requires Michigan Department of Environment, Great Lakes, and Energy (EGLE) review, submit either the EGLE permit that was issued or a written statement or email (waiver) from the Subrecipient's regional EGLE representative to document the crossing/site does not require a permit.)
 8. Other documents that may be required by federal or state officials
- D. Comply with the requirements of the Stafford Act and all FEMA Public Assistance policies, including, but not limited to, the PAPPG and any policy or guidance document not superseded by the PAPPG.
- E. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 3. Comply with applicable local, state, and federal procurement rules and regulations, whichever is most restrictive. Federal procurement rules are found at 2 CFR, Part 200.317-327.
 4. Non-federal entities that expend \$750,000 or more in federal funds during their current fiscal year are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
- F. **Civil Rights Compliance.** Subrecipients must carry out programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.
- G. **Environmental and Historic Preservation (EHP) Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**
- H. **Obtain a Unique Entity Identifier (UEI).** a unique number assigned to all entities doing business with the federal government. It is requested by, and assigned by, the System for Award Management (SAM.gov).
- I. Cooperate with the federal government in seeking recovery of funds that are expended in alleviating the damages and suffering caused by this disaster against any party or parties whose intentional acts or omissions caused or contributed to the damage or hardship for which federal assistance is provided pursuant to the Presidential declaration of this disaster.
- J. **Quarterly Reports.** Submit Quarterly Progress Reports on all large projects over the small project threshold to the MSP/EMHSD each quarter. Deadlines for quarterly report submissions are as follows: January 15, April 15, July 15, and October 15.
- K. **Project Completion.** Notify the Recipient immediately upon completion of each large project and upon completion of the last small project; do not wait for the Quarterly Progress Report to inform the Recipient to comply with FEMA's closeout deadlines.

- L. **Scope Changes.** Ensure the use of PA funding only for eligible work as identified in the approved project. Should the Subrecipient identify a need to amend the scope of the project, it should submit an amendment request in the FEMA Grants Portal and notify Recipient.
- M. **Time Extension.** Submit a time extension request in the FEMA Grants Portal and notify Recipient if it is determined additional time is required to complete work.
- N. Permit FEMA or Recipient access and rights to examine and copy records, accounts, other documents, and other sources of information related to the grant; and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by FEMA regulations, by other applicable state or federal laws or regulations, or by program guidance.
- O. The FEMA appeals process is the opportunity for Subrecipient to request reconsideration of decisions regarding the provisions of assistance. The Subrecipient must file an appeal in the FEMA Grants Portal within 60 days of receipt of notice of the action or decision being appealed. However, an appeal for a significant net small project overrun must be filed within 60 days of completion of the Subrecipient's last small project.
- P. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement **and subject to legislative authorization**, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient must submit quarterly progress reports to the Recipient on the status of all large, open projects. Quarterly progress reports are required whether expenditures are incurred or not. Current forms and instructions are located at <https://www.michigan.gov/msp/divisions/emhds/public-assistance-grants-program/public-assistance-forms> or can be requested by sending an email to ***MSP-EMHSD-DisasterPA@michigan.gov***.

Failure by the Subrecipient to fulfill quarterly reporting requirements may result in the suspension of grant activities until reports are received.

Quarterly progress reports are to be submitted on the EMHSD-014, Public Assistance Grant Program Project Quarterly Progress Report form, by the 15th of the month following the end of each quarter and should be emailed to ***MSP-EMHSD-DisasterPA@michigan.gov***.

The reporting periods and due dates for each year are as follows:

1st Quarter:	October 1st through December 31st	Due January 15th
2nd Quarter:	January 1st through March 31st	Due April 15th
3rd Quarter:	April 1st through June 30th	Due July 15th
4th Quarter:	July 1st through September 30th	Due October 15th

VII. Payment Procedures

Reimbursement amounts are based on the federal share obligated of approved FEMA Project Worksheets (PW) as indicated in Section III, Award Amount and Restrictions.

A. Small Projects (<= small project threshold):

The Stafford Act provides for a small project designation, which is a simplified procedure designed to speed payment of disaster assistance funds to applicants when the cost is below the small project threshold. When the PW estimate of eligible costs for a project is below this threshold, payment of the federal share is based on the PW estimate instead of actual costs of the work. In most cases, **Recipient will make payment of the full federal share of small projects as soon as practicable after review and receipt of approved PWs from FEMA.** The federal share payment for a small project will not be reduced if all the approved funds are not spent to complete a project. However, failure to complete a small project will require the federal share be refunded. Subrecipients are also required to maintain supporting documentation and proof of payment and provide them at any time upon request of Recipient or FEMA.

B. Large Projects (> small project threshold):

1. **For large projects that are 100% complete at project formulation,** the federal share payment will be processed after the Recipient has received the following items from the Subrecipient:
 - a. All required Grant Agreement package forms and documentation listed above.
 - b. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) form certifying project expenditures and completion within the grant period.
 - c. Proof of payment for project costs.
2. **For large projects that are estimated or partially complete,** Subrecipient **may request** federal share reimbursement for actual expenditures, up to 90% of the Federal share. Approved funding will be processed for payment after Recipient has received the following items from the Subrecipient:
 - a. All required Grant Agreement package forms and documentation listed above.
 - b. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) form certifying project expenditures and completion within the grant period.
 - c. Supporting documentation, including but not limited to, detailed invoices, contracts, etc.
 - d. Proof of payment for project costs.

The Recipient will reimburse up to 90% of the federal share until FEMA final review and project closeout approval (see VIII. Project Closeout). Remaining funds will be reimbursed after FEMA final approval.

C. Large, Expedited Projects:

The Federal Emergency Management Agency (FEMA) may provide expedited funding for Emergency Work projects that exceed the small project threshold. For expedited projects, FEMA will base the funding amount on information provided by the Subrecipient. If cost information is not available, FEMA estimates the project cost based on limited information about the work activities the Subrecipient will perform. Expedited projects are limited to defined operational periods (30, 60, 90-days); awarded at 50% of the estimated cost to complete the work; and federally funded at the disasters' cost share for the defined operational period. This process enables funding to be readily available, but it is not a blanket authorization to advance funds to subrecipients without documentation to support the drawdown of funds. Recipient may draw funding in advance of receiving actual cost documentation in accordance with federal regulations. [44 CFR § 206.205 (a), Payment of Claims, Small Projects, and 2 CFR § 200.305 (b), Payment.]

Upon receipt of the "expedited" payment, the subrecipient will be required to reconcile all costs with necessary documentation, including proof of payment as soon as administratively possible, but not later than 90-days following issuance of the expedited payment, unless an extension is granted by the state. Any costs not reconciled by actual cost documentation and proof of payment will be returned to the Recipient within 30 days of notification.

D. Management Costs (Category Z):

A management cost is any indirect cost, any direct administrative cost, or any other administrative expense associated with a specific project under a major disaster or emergency. Management costs can be claimed for administering and managing PA awards for up to 5% of the Subrecipient's total award amount based on actual costs, including federal and non-federal cost shares, after insurance and any other reductions. Management costs are funded at a 100% federal cost share and are obligated on one Category Z project. Eligible activities may include, but are not limited to, meetings regarding the PA Program or overall PA damage claim, preparing correspondence, preparing projects, reviewing PWs, collecting, copying, filing, or submitting documents to support a claim, requesting disbursement of PA funds, and training. All Category Z PWs will be reconciled and reimbursed based on actual costs not to exceed the maximum 5% allowed, including those Category Z PWs that are below the large project threshold.

VIII. Project Close-Out

- A. The Subrecipient is to notify the Recipient immediately as it completes **each** large project and when it has completed its **last** small project.
- B. **Upon large project completion**, the Subrecipient is to submit to Recipient a Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a), supporting documentation and proof of payment for costs claimed. Recipient will perform a subsequent review and will forward its recommendation for closeout along with all documents to FEMA for final review and approval for closeout. Recipient will notify Subrecipient when its large project is officially closed by FEMA and any remaining reimbursements will be processed for payment.
- C. **Upon completion of its last small project**, Subrecipient is to notify the Recipient immediately. If Subrecipient has multiple small projects, Recipient will send a list of small projects to Subrecipient and request Subrecipient reply to certify all small projects are completed within the approved scope. At that time Recipient and Subrecipient will determine if a Net Small Project Overrun Appeal is an option for FEMA approval for possible overrun reimbursement(s) **within 60 days** of work completion of its last small project. If requesting a Net Small Project Overrun Appeal, Subrecipient will submit to Recipient a written request and actual cost documentation for all small projects that FEMA originally funded based on estimated amounts.
- D. The Recipient will schedule further field review and final inspections, as necessary. When final inspections are completed, the balance of eligible funds will be reimbursed.
- E. The Subrecipient will perform the required financial and compliance audits in accordance with 2 CFR 200, Subpart F. All documentation must be retained for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit. If an audit is required, submit a copy of the annual audit report to:

Michigan Department of State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

- F. **For federal audit purposes, the Assistance Listings number (previously CFDA number) of the grant is 97.036 and is titled Public Assistance Grants.** The award is passed through the Recipient from FEMA. The disaster award number is included in the title on the first page of this Grant Agreement.
- G. If the Subrecipient will be reimbursed for management costs pursuant to the Public Assistance Management Costs Policy, Subrecipient must provide actual cost documentation and proof of payment with the request for reimbursement.

IX. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for approved projects related to this grant agreement appears as an excluded party on the Federal System for Award Management located at <http://www.sam.gov>.

X. Construction Requirements

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes, and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

The Subrecipient shall ensure that any work done under this grant complies with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited Act).

The *Davis-Bacon Act* requires federal agencies to pay workers under contract to them the "prevailing wage" based on the local union wage scale defined by the U.S. Department of Labor. Generally, the provisions of the Davis-Bacon Act do not apply to state or local contracts for work completed using public assistance funds under the Stafford Act. However, the provisions may apply to contracts let by other federal agencies, such as the U.S. Army Corps of Engineers. If a state or local government incorporates prevailing wage rates of the U.S. Department of Labor as part of its normal practice for all contracts, regardless of funding source, then those rates would be eligible.

XI. Insurance

In compliance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person who receives federal assistance for the repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance if the property is located in a Special Flood Hazard Area.

XII. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

XIII. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XIV. Grant Agreement Period

The effective date of this grant agreement is January 20, 2020, and is in full force and effect from January 20, 2020, until the completion of approved FEMA projects per guidelines stipulated in Section III (Award Amount and Restrictions). This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XV. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its Subrecipients.

Before acting, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XVI. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XVII. Freedom of Information Act (FOIA)

Much of the information submitted while applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XVIII. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

OSCEOLA COUNTY

GYW4WNJS8EG1

Name of Subrecipient

Subrecipient's UEI Number

CV0048092

28F

Subrecipient's Customer Vendor (CV) #

Subrecipient's Address Code

Printed Name of Authorized Signatory

Title

Signature

Date

For the Recipient

Michigan State Police, Emergency Management and Homeland Security Division

Capt. Kevin Sweeney

Commander, Emergency Management
and Homeland Security Division

Printed Name

Title



12/7/2022

Signature

Date



MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (Agreement), is entered into by and between Nsure Healthcare Services, Inc. (“Licensor”), with its principal place of business at 382 NE 191st St. Miami, FL 33179 and Osceola County EMS (“Licensee”), with its principal place of business located at 306 N. Patterson Reed City, MI 49677. This Agreement is effective as of _____, 2022 (“Effective Date”).

RECITALS

A. WHEREFORE, Licensee wishes to license the Software, Data and Documentation and obtain the Services from Licensor (as those terms are defined below); and

B. WHEREFORE, Licensor is willing to grant a personal nonexclusive license to Licensee for the Software, Data and Documentation and perform the Services, subject to the terms, conditions, limitations, and restrictions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions. The following capitalized terms have the meanings set forth below when used in this Agreement:
 - a. “Authorized Users” means the directors, officers, and employees of Licensee that Licensee authorizes to use the Software, Data, Documentation, and Services.
 - b. “Batch(es)” means an excel in Licensor’s template in which Licensee will document a trip number, tax identification number, NPI number, patient legal name, date of birth and address.
 - c. “Data,” except as otherwise provided herein, means any of Licensor’s or any third-party data vendor’s digital data sets.
 - d. “Demographic Verification” means Licensor’s software product that locates and/or corrects information regarding a patient’s name, social security number, date of birth, address and/or telephone number for patients.
 - e. “Documentation” means all of the printed and digital materials provided by Licensor including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
 - f. “Insurance/MBI Discovery” means Licensor’s software product that identifies potential 271 payer responses for the Licensee, including available payer information such as insurance eligibility, plan start date, co-payments, deductibles, coverage type, plan description details and the Medicare Beneficiary Identifier.



- g.** “Insurance Verification” means Licensors’ software product that identifies 271 payer responses for the Licensee, including available payer information such as insurance eligibility, plan start date, co-payments, deductibles, coverage type and plan description details for patients.
- h.** “Licensee Data” means data Licensee provides Licensors, including, without limitation, data for patients whom the Licensee has provided care, or, if the Licensee provides billing services or collection services on behalf of a healthcare provider, for patients to whom the healthcare provider has provided care
- i.** “Self-Pay Analyzer” means Lensors’s software product that identifies patient propensity to pay, available credit, monthly household income, federal poverty level percentage, healthcare recovery score, collection accounts, trade accounts and employment records.
- j.** “Software” means the actual copy of all or any portion of Lensors’s proprietary software technology, computer software code, components, web portal, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder.
- k.** “Transaction” means each unique trip number provided to Lensors from Licensee in a Batch file. Transactions must be unique based on the date of service when a patient was provided care by Licensee.
- l.** “Retroactive Medicaid” means Lensors’s software product that identifies the patient active Medicaid coverage by running recurring insurance verification checks following the date of service as set by Licensee during the time of implementation.
- m.** “Deductible Management” means Lensors’s software product that identifies the patient insurance deductible. If the deductible has not yet been met, Lensors will alert the Licensee once the deductible has been met, or once the claim is near exceeding timely filing as set by Licensee upon the time of implementation. All timely filing alerts are pre-set by Lensors at ninety (90) days from the date of service. Licensee is responsible for any changes to the timely filing alerts.
- 2.** Intellectual Property Rights and Reservation of Ownership. The Software, Data and Documentation are licensed and not sold under this Agreement. Lensors and its licensors own the Software, Data and Documentation, which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Services, and Documentation from unauthorized use, reproduction, distribution, or publication. Lensors and its licensors reserve all rights not specifically granted in this Agreement. Lensors and its third-party data licensors reserve the right to improve or make changes in



its offerings of the Services and its associated Software, datasets, or information at any time.

3. **Grant of License.** Subject to the terms of this Agreement, Licenser grants to licensee a personal, nonexclusive, nontransferable license to use the Software, Data and Documentation for which the appropriate license fees have been paid to Licenser during the term of this agreement as forth in the Statement of Work (“SOW”) attached hereto as Exhibit A, and such further SOWs as the parties may execute (“License”).
4. **Services.** Subject to the terms of this Agreement, Licenser agrees to perform the services for which the appropriate fees have been paid to Licenser during the term of this agreement as forth in the Statement of Work (“SOW”) attached hereto as Exhibit A, and such further SOWs as the parties may execute (“Services”).
5. **User Accounts.** Licensee must obtain user accounts for all users (“Authorized Users”), Licensee agrees to provide Licenser with the names and email addresses of all Authorized Users. Licensee acknowledges that Licenser may monitor Licensee’s use of the Software and Services to ensure that it remains in compliance with this Agreement for the duration of the term. All persons using the Software or Services (with or without Licensee’s authorization) will be bound by this Agreement and Licensee shall be responsible for all actions taken on its accounts.
6. **Usage Restrictions.** Authorized Users may only access the Software, Data and Services in connection with patients whom the Licensee has provided care, or, if the Licensee provides billing services or collection services on behalf of a healthcare provider, for patients to whom the healthcare provider has provided care. Users may not: (1) reverse engineer, decompile or disassemble Software, Services or their elements; (2) copy, alter, modify, adapt, translate or create derivative works from Software, Services or any portion of the Data; (3) make any of the Software, Services or Data available for third-party use; or (4) remove any copyright, trademark or other proprietary notices from the Software, Services or Data.
7. **Batches:** Upon execution of this Agreement, Licensee agrees to send Licenser a Batch encompassing all self-pay claims, not to exceed dates of service greater than three hundred and sixty-five (365) days, within ten (10) business days. Licensee will complete and send to Licenser Batches in the agreed upon method. Licenser will provide Licensee with the Batch excel template upon execution of this Agreement.
8. **Payment Terms.** Licensee shall pay an initial implementation and training fee of \$599 upon execution of the Agreement. Licensee agrees to pay Licenser in advance for monthly services. Any overdue payments shall bear interest at the lessor of twelve percent (12%) per annum or the maximum rate allowed under applicable law, plus collections costs and attorneys’ fees. Licenser may suspend or terminate Services if payment is past due and any suspension therefore shall not constitute a material breach of the terms of this agreement. Licenser will invoice Licensee each month for the prior month’s transaction fees, if any, and the current month’s monthly subscription fee on or about the 5th day of the month. Licensee’s payment for any outstanding fees shall be due on the 30th of the month. Term. The Term of the Licenses and Services under this Agreement are set forth in a SOW the first of which is attached hereto as Exhibit A. This Agreement shall terminate when there are no active SOWs.



9. Confidentiality. Licensee acknowledges that the Software, Data, Documentation, and Services constitute property with intellectual property rights of substantial value to Licensor. Licensee agrees to take such security measures to prevent the unauthorized duplication, distribution, or use of Software, Data, Services or Documentation equal to that which Licensee uses to protect its own proprietary information, and in no event will such measures be less than commercially reasonable. Licensor acknowledges that Licensee data constitutes property with intellectual property rights of substantial value to Licensee. Licensee agrees to take such security measures to prevent the unauthorized duplication, distribution, or use of Licensor data and its elements to which Licensor has access equal to that which Licensor uses to protect its own proprietary information, and in no event will such measures be less than commercially reasonable. A party may disclose the other party's confidential information if required by any judicial or government request, requirement, or order, provided, however, that such party will promptly notify the other party of any such request, requirement, or order prior to disclosure, and will cooperate with the other party should the party contest any such request, requirement, or order.
10. Use and Retention of Licensee Data. Licensee agrees at all time to comply with the *Credit Services Addendum* entered into by the parties contemporaneous herewith and attached hereto and Exhibit B, the *Business Associate Agreement* ("BAA") entered into by the parties contemporaneous herewith and attached hereto and Exhibit C which are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein. If Licensee seeks to use Licensor's Software, Data, Documentation, or Services to access and analyze Licensee Data, Licensee: (i) represents that it has the right to provide such data to Licensor and will provide such data to Licensor in compliance with applicable legal requirements; (ii) appoints Licensor its agent and authorizes it to use, copy, store, modify and display Licensee Data through Licensor's Software, Data, Documentation, or Services for Licensee's benefit; and (iii) authorizes Licensor to access Licensee Data to provide quality assurance, perform software maintenance, and deliver Licensee Data, Services, and technical support. During the term of the Agreement and for thirty (30) calendar days after termination, Licensor will preserve and maintain Licensee Data and, upon written request, provide Licensee with a data file containing the Licensee Data for a commercially reasonable fee. Thereafter, Licensor will have no obligation to preserve or return any Licensee Data, but may preserve Licensee Data pursuant to its document retention policies.
11. Indemnification by Licensor. Licensor will defend, indemnify, and hold harmless Licensee against all claims and expenses, except as specifically excluded herein, arising from any third-party claim alleging that Licensor's Software, Data, Documentation, or Services infringe upon the United States copyright, trademark, or service mark rights of any third-party (an "Indemnified Claim"), if Licensee: (a) has used Licensor's Software, Data, Documentation, or Services, as the case may be, in full compliance with this Agreement; (b) promptly notifies Licensor of the claim; (c) allows Licensor to have sole control of the defense and settlement of an Indemnified Claim (though Licensee may participate in its own defense at its own expense); and (d) provides Licensor with the authority, information and assistance that Licensor deems reasonably necessary for the defense and settlement of the Indemnified Claim. Licensee shall not consent to any judgment or decree or do any other act in compromise of any such Indemnified Claim without first obtaining Licensor's written consent. If an Indemnified Claim is brought or



credibly threatened, Licensor shall have the option, at its sole expense, to obtain for Licensee the right to continue using Licensor's Software, Data, Documentation, or Services, or to modify Licensor's Software, Data, Documentation, or Services so that they become non-infringing. If neither of the foregoing remedies are commercially feasible, Licensee may terminate the Agreement for the infringing Software, Data, Documentation, or Services. The indemnity set forth in this Section shall be Licensee's sole and exclusive remedy for any intellectual property infringement claim arising out of Licensee's use of Licensor's Software, Data, Documentation, or Services.

- 12. Indemnification by Licensee.** Licensee will defend, indemnify, and hold harmless Licensor against all claims and expenses arising from any third-party claim relating to the provision of Licensee Data to Licensor or for any violation of this Agreement or any other agreement with Licensor.
- 13. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6, 11, 12 AND 13, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES EXCEED THE TOTAL SUBSCRIPTION AND TRANSACTION FEES PAID BY LICENSEE OR DUE FROM LICENSEE FOR THE AGREEMENT TERM TO WHICH THE CLAIM RELATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 5, 12, 13 AND 14, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY IN CONTRACT, TORT, OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, REVENUE OR DATA), EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF ANY PROVISION OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR HAVE ANY LIABILITY FOR CLAIMS RELATING TO BUSINESS DECISIONS MADE BY LICENSEE IN RELIANCE UPON THE SOFTWARE, DATA, DOCUMENTATION, OR SERVICES PROVIDED. For the avoidance of doubt, if there is any conflict between these Limits of Liability and the BAA, the BAA shall prevail.
- 14. Connectivity.** Licensee is solely responsible for the selection and use of telecommunications, internet access, and any other systems and services required to access the Software, Data, Documentation, or Services and any charges associated therewith.
- 15. Limited Warranty and Disclaimer.** Licensor makes no warranties with respect to Software, Data, Services, or Documentation if used in a manner not authorized herein. Licensee acknowledges that the information and data provided through the use of the Software and Services is derived from third-party sources, and that Licensor has not undertaken a separate investigation to confirm its validity. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE, DATA, DOCUMENTATION AND SERVICE FUNCTIONABILITY WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS OR



THAT THE OPERATION OF THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL SOFTWARE, DATA, DOCUMENTATION OR SERVICE ERRORS. IN ADDITION, LICENSOR DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SOFTWARE, DATA, DOCUMENTATION OR SERVICES AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SOFTWARE, DATA OR SERVICES. LICENSOR WILL USE GOODFAITH IN OBTAINING AND ASSEMBLING DATA FROM THIRD-PARTY SOURCES IT CONSIDERS RELIABLE BUT DOES NOT GUARANTEE THE ACCURACY NOR COMPLETENESS OF ANY DATA PROVIDED; MAKES NO REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD-PARTY DATA; AND DISCLAIMS ALL LIABILITIES ARISING THEREFROM OR RELATED THERETO. For the avoidance of doubt if there is any conflict with the terms of this Warranty and the BAA, the BAA shall prevail.

- 16. Successor and Assigns.** Neither party will assign the Agreement without the other's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, (i) Licensor may assign this Agreement without Licensee's consent to an affiliate of Licensor, or to a successor to all or substantially all of its business, assets, and obligations; and (ii) upon written notice to Licensor, Licensee may assign this Agreement to a successor to all or substantially all of its business, assets, and obligations, provided (x) such entity is not deemed by Licensor to be a competitor of Licensor, and (y) such entity agrees in writing that it will be bound by the terms and conditions of this Agreement.
- 17. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment, modification, extension, or cancellation of this Agreement shall be binding on the parties unless mutually agreed to and executed in writing by each of the parties.
- 18. Force Majeure.** If the performance of Licensor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond its control, then Licensor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).
- 19. Governing Law.** This Agreement shall be governed and construed under the laws of the State of Florida without regard to its conflict of laws provisions. Neither party will contest transfer of the suit to Federal jurisdiction.
- 20. Severability.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.



21. Notices. All required notices will be delivered by reputable overnight delivery service to the principal place of business for each party as set forth herein.

22. Survival of Terms. The terms set forth in Sections 10, 11, 12, 13 and 14 shall survive the expiration or termination of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original.

NSURE HEALTHCARE SERVICES, INC.

OSCEOLA COUNTY EMS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A STATEMENT OF WORK

- 1. Subscription.** Licensee shall pay Licensor a monthly subscription fee of \$659 which includes up to 50 demographic verification, 50 insurance/MBI discovery, 100 insurance verification transactions per month; and
 - i. An individual transaction fee of \$3.99 per insurance/MBI discovery transaction for each transaction in excess of 50 per month.
 - ii. An individual transaction fee of \$0.99 per demographic verification transaction for each transaction in excess of 50 per month.
 - iii. An individual transaction fee of \$0.30 per retroactive Medicaid check.
 - iv. An individual transaction fee of \$0.30 per insurance verification for each transaction in excess of 100 per month.
 - v. An individual transaction fee of \$0.99 per self-pay analyzer transaction.

Licensor shall cancel any and all invoices sent to Licensee and refund any and all fees paid to Licensor in the event that Licensee is unable to offset the first subscription fee from active, billable insurance coverage uncovered during the initial clean-up batch. Licensor shall have the right to increase the subscription and transaction fees on renewal by providing written notice to Licensee at least one hundred and twenty (120) days prior to the renewal date. Prices shall increase annually by 3%.

- 2. Term.** This Agreement will be in effect for a period of one (1) year. Notwithstanding the aforementioned, Licensor or Licensee may terminate this Agreement during the first ninety (90) days of the initial one-year term, with or without cause, by providing the other party written notice of its intent to cancel the Agreement. This Agreement will automatically renew for successive one (1) year terms unless sixty (60) days-notice is provided prior to the end of the term of this Agreement. Licensee shall be responsible for payment of all transaction fees incurred prior to termination and a prorated monthly subscription fee for the number of days the Agreement was in effect through the termination date.

Except as expressly provided herein, either party may only terminate this Agreement if the other party has breached a material term of the Agreement, and the breaching party has failed to remedy such breach within thirty (30) calendar days following written notice of said breach. Upon any termination of this Agreement, Licensee shall immediately cease all use of the Software, Data and Services. If Licensee terminates this Agreement early without cause outside the first ninety days of the initial one-year term, Licensee agrees it will be responsible for payment of a termination fee equal to the greater of: (1) the subscription fee multiplied times the number of months remaining in the Agreement term; or (2) the Licensee's average monthly invoice for subscription and transaction fees during the current term multiplied by the number of months remaining in the Agreement term.



EXHIBIT B
CREDIT SERVICES ADDENDUM

1. The undersigned Licensee (“Licensee”) desires to obtain demographic verification, credit and/or insurance eligibility Services from Nsure Healthcare Services, Inc. (“Licensor”) pursuant to the following terms and conditions:
 - i. With respect to each Licensee request for demographic verification, credit and/or insurance eligibility Services, Licensee and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act (“GLB”), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) (“DPPA”) and similar and/or associated state laws and regulations governing the use and disclosure of drivers’ license information, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.
 - ii. With respect to each Licensee request for demographic verification, credit and/or insurance eligibility Services, Licensee also hereby certifies that Licensee is the user of the Demographic Verification, Credit and/or Insurance Eligibility Services and that Licensee and its employees (“Licensees”) will request, obtain and use such Demographic Verification, Credit and/or Insurance Eligibility Services only for the following Permitted Use (“Permitted Use”):

To use in the normal course of business to verify the accuracy of information submitted by the patient or guarantor and if it is not correct, to obtain the correct information, to protect against or prevent fraud, unauthorized or invalid claims, hardship qualification or other liability.
 - iii. Licensee shall not request, obtain or use demographic verification, credit and/or insurance eligibility Services for marketing purposes nor for any other purpose, except as expressly provided herein. Moreover, Licensee shall not take any adverse action, which is based in whole or in part on the demographic verification or credit Services, against any consumer. For the purposes of this Agreement, the terms “adverse action” and “consumer” shall have the same respective meaning as those terms are defined in the FCRA.
 - iv. In no event shall Licensee use the demographic verification or credit Services, in whole or in part, as a factor in establishing an individual’s creditworthiness for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) (“FCRA”).
 - v. To the extent that the demographic verification or credit Services requested by Licensee utilizes, in whole or in part, Consumer Reports as defined in the FCRA,



Licensee certifies that it will request and use each such requested demographic verification or credit Service for the permissible purpose certified below:

In connection with a transaction involving the individual on whom the information is to be furnished and involving the extension of credit to the individual.

2. Licensee expressly acknowledges and agrees that where the demographic verification or credit Services to be provided to Licensee under this Agreement utilizes Reference Services or Consumer Reports, Company, its Vendors, Suppliers and all Credit Reporting Agency data sources express no opinion regarding a Consumer's creditworthiness in rendering such demographic verification or credit Services. Moreover, in the event Licensee's requested demographic verification or credit Services utilize, in whole or in part, Consumer Reports, without limiting Licensee's obligations set forth elsewhere in this Agreement, Licensee shall comply with any and all adverse action notice requirements of the FCRA.
3. Consumer Reports and Reference Services:
 - i. Demographic Verification via Reference Services: Licensee is a healthcare provider or provider agent and certifies it is obtaining demographic data for the aforementioned purpose in Section 1. iii) as being encompassed by Section (6802)(e) of the Gramm Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder and no other purpose.
 - ii. Credit Data via Consumer Reports: Licensee is a healthcare provider or provider agent and certifies it has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").
4. Licensee certifies that Licensee shall use the demographic or consumer report data: (a) solely for the Licensee's certified use(s); and (b) solely for Licensee's exclusive one-time use. Licensee shall not request, obtain or use demographic or consumer report data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Licensee's own data, or otherwise in any service which is derived from the consumer reports or Reference Services. The consumer report data shall be requested by, and disclosed by Licensee only to Licensee's designated and authorized employees having a need to know and only to the extent necessary to enable Licensee to use the demographic data or Consumer Reports in accordance with this Agreement. Licensee shall ensure that such designated and authorized employees shall not attempt to obtain any demographic data or Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.



- i. Licensee will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - ii. With just cause, such as violation of the terms of the Licensee's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Licensee's agreement, Licensors may, upon its election, discontinue serving the Licensee and cancel all agreements immediately.
5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. Licensee shall use each Consumer Report for a one-time use and shall hold the report in strict confidence, and not disclose it to any non-agent third parties; provided, however, that Licensee may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report data. Moreover, unless otherwise explicitly authorized in an agreement between Licensors and its Licensee, or as explicitly otherwise authorized in advance and in writing by a credit reporting agency through Licensors, Licensee shall not disclose to consumers or any non-agent third party, any or all such scores provided under such agreement, unless clearly required by law.
7. Licensee will request Scores only for Licensee's exclusive use. Licensee may store Scores solely for Licensee's own use in furtherance of Licensee's original purpose for obtaining the Scores. Licensee shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Licensee with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Licensee who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Licensee and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.
8. Vermont Certification. When Licensee requests a consumer report on a Vermont resident, Licensee agrees to comply with Vermont law (including without limitation, 9 V.S.A. 2480e and 2480g). Licensee expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.
9. Agent Designation. Licensee hereby confirms and designates Licensors as Licensee's agent for the limited and sole purpose of, on Licensee's behalf, requesting, receiving, handling, processing and delivering to Licensee the Services.



- 10. Responsibilities of Billing Agent (if applicable):** Billing Agents who operate independently from their healthcare provider clients in utilizing demographic or credit Services shall set the criteria for utilizing the Services and shall determine if and when to utilize the Services. The Billing Agent shall not provide nor share data results of the Services with any other third party, including but not limited to the Billing Agent's healthcare provider clients. The Billing Agent shall direct its provider clients to secure the written consent of their patients for the provider or Billing Agent to obtain a patient's consumer report, as part of the provider's conditions of admission or other related patient consent forms.

Acceptance: By signing below, each party accepts all terms and conditions. Any individual signing on behalf of Licensee warrants and represents that the individual executing this Agreement on behalf of Licensee has requisite knowledge, power and authority to execute this Agreement.

NSURE HEALTHCARE SERVICES, INC.

OSCEOLA COUNTY EMS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, between **Osceola County EMS** (“the Licensee”) and **Nsure Healthcare Services, Inc.** (“the Licensor”) is executed for the purpose of ensuring that Licensor carries out its obligations to the Licensee in compliance with the privacy and security regulations pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”)(Pub. L. 104-191), including all pertinent regulations (45 CFR Parts 160 and 164 “Security and Privacy Regulations”) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information and Technology for Economic and Clinical Health Act (the “HITECH ACT”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

This Agreement encompasses Licensor's assurance to protect the confidentiality, integrity, and security of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided to the Licensee by Licensor, including any such information stored and transmitted electronically, referred to as electronic protected health information (“e-PHI”).

Licensor agrees that it shall:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate and commercially reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement and all applicable laws;
- c. Work to mitigate, to the extent practicable, any harmful effect that is known to Licensor of a use or disclosure of PHI by Licensor in violation of this Agreement.
- d. Report to the Licensee any unauthorized use or disclosure of PHI not provided for by this Agreement of which Licensor becomes aware;
- e. Require that any agents or subcontractors to whom Licensor provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Licensor with respect to such PHI;
- f. Provide an accounting of all unauthorized uses or disclosures of PHI made by Licensor as required under the HIPAA privacy rule or any breach of unsecured PHI as required by the Security and Privacy Regulations within 60 days;
- g. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Licensor's and the Licensee's compliance with HIPAA and the Security and Privacy Regulations;



The specific uses and disclosures of PHI that may be made by Licensor on behalf of the Licensee include:

- h. Receipt and storage of e-PHI related to billing claims resulting from services provided by customers of the Licensee;
- i. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by customers of the Licensee;
- j. Transfer of e-PHI with claims data sent to carriers and insurers via electronic means including via use of a medical billing Clearinghouse.

Licensor shall assume the following obligations regarding electronic Protected Health Information (e-PHI):

- k. Licensor shall implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of the Licensee.
- l. Licensor shall require that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of the Licensee, agrees to implement commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of such e-PHI.
- m. Licensor agrees to alert the Licensee of any security incident (as defined by the HIPAA Security Rule) or breach (as defined by the Security and Privacy Regulations) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Licensee of any loss of data or other information system compromise as a result of the incident.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized agents.

NSURE HEALTHCARE SERVICES, INC.

OSCEOLA COUNTY EMS

Agent: _____

Agent: _____

Title: _____

Title: _____

Sign: _____

Sign: _____

Date: _____

Date: _____



EXHIBIT D

ACH AUTHORIZATION FORM

Licensee Information

Licensee Name: _____

Licensee Address: _____

Licensee City: _____ State: _____ Zip Code: _____

AP Contact: _____ Phone _____

AP Email Address: _____

Banking Information

Bank Name: _____

ABA Routing #: _____

Account #: _____

Account Type: ☐ Checking ☐ Savings
(Check One)

Licensee Authorization

Please sign below to confirm that you are authorizing to begin transferring payments for your invoices to/from the account mentioned above.

Signature

Printed Name

Title

Date



CREDIT CARD AUTHORIZATION FORM

Company Information

Company Name: _____

Company Address: _____

Company City: _____ State: _____ Zip Code: _____

AP Contact: _____ Phone _____

AP Email Address: _____

Credit Card Information

Card Type: _____

Card Number: _____

Expiration Date: _____

Billing Zip Code: _____

Company Authorization

Please sign below to confirm that you are authorizing to begin transferring payments for your invoices to/from the credit card mentioned above.

Signature

Printed Name

Title

Date

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
PO Box 30254, Lansing, MI 48909
1st Floor Ottawa Building
611 West Ottawa Street, Lansing, MI 48933
Phone 517-241-6321
E-Mail: bccolr@michigan.gov
www.Michigan.gov/bcc

Grantee/County: Osceola County

--Section below for OLSR staff use only--

Grant #

VCUST#

Address Code

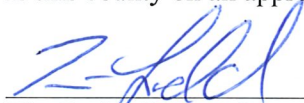
GG #

Template:

Grant Year: 2023

	State Grant Award	\$48,005.00	
Grant Application Payment Request		Grant Application Proposed Corners	
\$19,202.00	Start-Up Payment (40% of Grant Award)	34	Corners anticipated to be paid with funds
\$28,803.00	Balance after Start-Up Payment	Corners Completed	
Progress Report Payment Request			Corners completed & paid with grant funds
	Amount Requested (up to 85% of Grant)		Corners completed & paid by others
	Grant Balance after Progress Report		Corners revisited & paid with grant funds
Completion Report Payment Request			Corners revisited & paid by others
	Amount Requested (up to 100% of Grant)		Common corners entered into Accela twice
	Grant Balance after Completion Report		Number of records entered into Accela
			Corners revisited without record

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? Yes ☒ No

Tim Ladd, County Grant Administrator

12-20-22
Date*--Section below for OLSR staff use only--*

Payment Authorized: \$ _____ Records completed by County in current Grant Year: _____

Grant Balance: \$ _____ Records remaining to be completed in County Plan: _____

Nicholas J. Clever, P.S.
Director, Office of Land Survey & Remonumentation

Date

Administrator		
Name:	Tim Ladd	Phone: (231) 832-6196
Email Address	oscaadmin@osceolacountymi.com	
Physical Address	602 W. Upton Ave.	
City, State, Zip	Reed City, MI 49677	
Representative		
Name:	William Sikkema	Phone: (231) 743-3000
Email Address	wsikkemalcm@aol.com	
Physical Address	6549 20 Mile Road	
City, State, Zip	Marion, MI 49665	
Address for Payments		
Name:	Osceola County Treasurer	Phone: (231) 832-6107
Physical Address	301 W. Upton Ave.	
City, State, Zip	Reed City, MI 49677	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

**Remonumentation Program
County Expenditure Detail**

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	\$48,005.00		
Item B Monument Maintenance Services	N/A		
Item C Remonumentation Supplies & Materials	N/A		
Item D Geodetic Control Maintenance & Operations	N/A		
Item E Grant Administrator Fees/Wages	N/A		
Item F County Representative Fees/Wages	N/A		
Item G Additional Administrative Staff Fees/Wages	N/A		
Item H Peer Group	N/A		
Item I Administrative Supplies & Indirect Costs	N/A		
Totals	\$48,005.00		

2023 Survey & Remonumentation Grant Award Amounts

COUNTY	2023 GRANT	COUNTY	2023 GRANT	COUNTY	2023 GRANT
ALCONA	\$ 53,134.00	GRATIOT	\$ 52,145.00	MISSAUKEE	\$ 45,141.00
ALGER	\$ 67,074.00	HILLSDALE	\$ 55,578.00	MONROE	\$ 87,711.00
ALLEGAN	\$ 103,818.00	HOUGHTON	\$ 81,094.00	MONTCALM	\$ 72,024.00
ALPENA	\$ 48,765.00	HURON	\$ 70,300.00	MONTMORENCY	\$ 44,101.00
ANTRIM	\$ 50,508.00	INGHAM	\$ 111,943.00	MUSKEGON	\$ 62,078.00
ARENAC	\$ 32,534.00	IONIA	\$ 54,886.00	NEWAYGO	\$ 76,515.00
BARAGA	\$ 64,768.00	IOSCO	\$ 50,367.00	OAKLAND	\$ 295,429.00
BARRY	\$ 62,639.00	IRON	\$ 85,856.00	OCEANA	\$ 49,147.00
BAY	\$ 45,795.00	ISABELLA	\$ 55,662.00	OGE MAW	\$ 49,846.00
BENZIE	\$ 32,277.00	JACKSON	\$ 95,184.00	ONTONAGON	\$ 93,033.00
BERRIEN	\$ 95,125.00	KALAMAZOO	\$ 115,407.00	OSCEOLA	\$ 48,005.00
BRANCH	\$ 48,815.00	KALKASKA	\$ 47,715.00	OSCODA	\$ 43,683.00
CALHOUN	\$ 87,244.00	KENT	\$ 171,099.00	OTSEGO	\$ 49,671.00
CASS	\$ 54,079.00	KEWEENAW	\$ 38,468.00	OTTAWA	\$ 91,453.00
CHARLEVOIX	\$ 43,878.00	LAKE	\$ 47,040.00	PRESQUE ISLE	\$ 52,649.00
CHEBOYGAN	\$ 62,141.00	LAPEER	\$ 76,572.00	ROSCOMMON	\$ 51,853.00
CHIPPEWA	\$ 119,346.00	LEELANAU	\$ 40,273.00	SAGINAW	\$ 104,082.00
CLARE	\$ 52,587.00	LENAWEE	\$ 82,684.00	ST. CLAIR	\$ 106,235.00
CLINTON	\$ 65,987.00	LIVINGSTON	\$ 81,745.00	ST. JOSEPH	\$ 53,359.00
CRAWFORD	\$ 45,455.00	LUCE	\$ 64,257.00	SANILAC	\$ 80,637.00
DELTA	\$ 93,916.00	MACKINAC	\$ 91,683.00	SCHOOLCRAFT	\$ 84,788.00
DICKINSON	\$ 61,162.00	MACOMB	\$ 156,032.00	SHIAWASSEE	\$ 57,335.00
EATON	\$ 72,909.00	MANISTEE	\$ 49,257.00	TUSCOLA	\$ 72,972.00
EMMET	\$ 49,959.00	MARQUETTE	\$ 149,274.00	VAN BUREN	\$ 69,673.00
GENESEE	\$ 155,604.00	MASON	\$ 40,342.00	WASHTENAW	\$ 155,989.00
GLADWIN	\$ 46,732.00	MECOSTA	\$ 53,525.00	WAYNE	\$ 546,911.00
GOGEBIC	\$ 81,202.00	MENOMINEE	\$ 75,258.00	WEXFORD	\$ 49,898.00
GR. TRAVERSE	\$ 76,432.00	MIDLAND	\$ 63,341.00	TOTAL	\$ 6,625,090.00

2023 EXHIBIT A CORNER LIST - OSCEOLA COUNTY

T17N R08W		13
001	002	
B-06	B-08	
B-10	B-12	
D-06	D-08	
D-10	D-12	
F-04	F-06	
F-08		

T20N R07W		1
D-01		

T18N R07W		3
F-04	F-10	
F-06		

T19N R10W		1
J-04		

T19N R08W		3
L-06		
J-02		
D-08		

T20N R010W		1
L-12		

T17N R07W 12 MONUMENT	
*2 COMMON	
001 * Common with T17N R08W	
002 * Common with T17N R08W	
003	
004	
L-02	
L-12	
B-04	
B-08	
B-12	
D-02	
D-04	
D-08	
D-10	
D-12	

TOTAL: 34 MONUMENT

2 COMMON