

February 23, 2016

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Vice-Chairman Douglas Johnson. Invocation by Commissioner Julie Powers-Gehman, followed by the Pledge of Allegiance led by Honorable George Mertz.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson.

Excused: Ken Borton, Bruce Brown.

Motion by Commissioner Paul Liss, seconded by Commissioner Robert Harkness, to approve the Regular minutes of February 9, 2016 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the Component Unit agreement with Commission on Aging. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the jail medical services agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve BID 2016-01 Sheriff Patrol Vehicle. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Animal Control Building additional payment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2015 Budget amendments. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2016 Court Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve Plat Book agreements. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the reappointment of Lisa McComb to the Airport Advisory Committee with the term to expire 12-31-2018. Ayes: Unanimous. Motion carried.

Motion to approve the appointment of Ursula Owens to the University Center Board with the term to expire 12-31-2018. Ayes: Unanimous. Motion carried.

Motion to approve the appointment of Lisa McComb to the University Center Board with the term to expire 12-31-2018. Ayes: Unanimous. Motion carried.

Motion to adopt OCR 16-04 Social Host Responsibility Month.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson.

Nays: None.

Excused: Ken Borton, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Administrator's Report:

John Burt reported the he looked into the electronic recycling still in progress; working with the City to redo the tennis courts; Groen Nature preserve looking at getting an educator for the summer; Trail extension grant; Planning service contract up this year contacted the Townships; NEMCOG received money for recycling, County will be updating the Recycling brochures.

Special Presentations:

Judge George Mertz reported on the Courts, Judge Janet Allen retiring end of December 2016, took over duties of Chief Judge; Moving to improve customer service; Implementing a new jury duty system. Thanked the Sheriff's Department and the Clerk's office for their extra efforts in helping with the past high profile jury trial, everyone worked together.

Linda Yaroch from the Heath Department thanked Doug Johnson for his service to the Board of Health and read a letter on behalf of the Board.

Department Head Report:

Undersheriff Matt Muladore reported on the Sheriff's department, reported the Gaylord Air Show and the Big Ticket Festival were handled without incident; In the process of working on the mobile data terminal project; Currently 6 deputies working the road, still have 2 deputies out on medical injuries; Handled a couple of high profile jury trials without incident; Civil process services continues to increase; Officers have attended various trainings and continue to attend trainings; Post Commander Blake Davis reported staff shortages and is looking at not putting troopers on during the day shift on the weekends.

Captain Brian Webber reported on the Jail, the jail population last 90 days bookings up but housing down; 10 member staff at the jail various trainings attended; recently painted the jail, replacing some locks.

Dona Wishart reported on the Commission on Aging; Budgets; Demographics of aging is increasing; 2 million are the age of 60 or older; customer service to over 7,000 older adults; medical resources 239 clients in 2014-15; meal program provided 19,541 congregate meals and 44,711 home delivered meals; In home services provided 8,511 units of homemaking, 1,595 units of personal care and 1,494 units of respite services and 1,499 units of service were

provided to high risk clients; provides special events; volunteer program; BeBloomin program nationwide.

City Liaison, Township and Village Representative:

Bill Giles, Bagley Township Supervisor, reported on the Bagley DDA; board to dissolve the DDA and be involved in the bike patch project, public hearing at the March monthly meeting, any leftovers of the money will be put in the roads.

Julie Powers-Gehman reported on the City Council meeting, the city approved an outdoor café application.

Correspondence:

Rachel Frisch reported on the January 2016 financial reports.

New Business:

Motion by Commissioner Erma Backenstose, seconded by Commissioner Julie Powers-Gehman, to approve the February 4, 2016 Special Warrant and the February 16, 2016 Warrant for a total amount of \$41,593.00 Ayes: Unanimous. Motion carried.

Motion by Commissioner Robert Harkness, seconded by Commissioner Julie Powers-Gehman, to approve the February 23, 2016 Warrant for a total amount of \$266,284.25. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers-Gehman, to approve the FY 2015 Child Care Fund Budget amendment in an amount of \$11,320 as presented. Ayes: Unanimous. Motion carried. (see attached)

Public Comment:

Vice-Chairman Doug Johnson opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose attended a DHS meeting in Grayling, letter regarding Michigan Youth opportunity program.

Commissioner Paul Liss reported on the Trail head project, public hearing 2-29-16 at 7:00 p.m.

Commissioner Ken Glasser had no report.

Commissioner Paul Beachnau reported the Taste of Gaylord on 3-9-16 at Treetops, tickets available at the Chamber; Good turnout at the awards banquet held.

Commissioner Julie Powers-Gehman reported on the Skate Park, donations to the skate park.

Commissioner Robert Harkness attended the NEMCOG meeting, a citizen brought a petition regarding the oil line in Mackinaw and requested it be sent to the State, did not pass; new website coming.

Commissioner Doug Johnson had to report.

Meeting adjourned at 11:03 a.m.

Douglas C. Johnson, Vice-Chairman

Susan I. DeFeyter, Otsego County Clerk

**AMENDED AND RESTATED
AGREEMENT FOR OPERATING AND MAINTAINING
OTSEGO COUNTY Commission on Aging (OCCOA)**

THIS AGREEMENT is made on this 10th day of February, 2016, by and between the County of Otsego, whose address is 225 W. Main Street, Gaylord, Michigan 49735 (hereafter "County" and "Commissioners") and the Otsego County Commission on Aging (OCCOA), a Michigan non-profit corporation, whose address is 120 Grandview Boulevard, Gaylord, Michigan 49735 (hereafter "OCCOA")

In consideration of the mutual agreement contained herein, the parties agree as follows:

I. GENERAL AGREEMENT

The OCCOA was established to provide services to the older adult population of Otsego County.

II. TERMS AND AMENDMENT

A. TERMS

This Agreement contains the entire understanding and Agreement of the parties regarding the subject matter contained herein.

B. DURATION

The terms of this Agreement shall be for five (5) years commencing with the date of execution.

C. EXTENSION

(i) Further, the terms of this Agreement shall be automatically extended, unless otherwise modified in accordance with the terms set forth herein, upon renewal of the OCCOA millage. This automatic extension shall be for the period of the millage renewal.

(ii) Further, this Agreement may be extended for such lengths or periods of time as the parties may mutually agree upon in writing.

D. AMENDMENT

Further, the terms and conditions of this Agreement, as provided herein, may be amended at any time during the above stated period with the express mutual written consent of the parties who are then bound by the terms hereof.

III. FINANCIAL GOVERNANCE

A. ANNUAL BUDGET

(i) OCCOA will present an proposed annual budget to the Commissioners prior to October 1st of each year in the format required by the Finance Committee for the operations of OCCOA for the following year beginning January 1st.

(ii) Prior to December 31st of each year, the Commissioners shall consider for approval the final budget for the operation of the OCCOA.

(iii) BUDGET AMENDMENTS: Budget amendments must be approved by the OCCOA Board and then forwarded to the Otsego County Finance Department. OCCOA shall provide an updated copy of its annual budget to the Otsego County Finance Department each time the OCCOA budget is amended, ensuring that the County has a current, updated budget at all times during the fiscal year.

B. FINANCIAL REPORTING

- (i) Beginning with the quarter ended December 2015, OCCOA shall provide the following quarterly accounting reports to the Otsego County Finance Department, for all funds of the OCCOA, but to include the Unrestricted funds:
 - (1) Balance Sheet – Including all assets, liabilities, and fund equity
 - (2) Budget Report – Including the amended budget and actual amounts for all revenues and expenditures.
 - (3) Quarterly reports must be submitted no later than the 15th day of the month following quarter-end.
 - (ii) Beginning with the month ended February 2016, OCCOA shall provide the following monthly accounting reports to the Otsego County Treasurer:
 - (1) Report reconciling the general ledger balances in the receiving fund to the balances in the operating fund.
 - (2) Monthly reports must be submitted no later than the 15th day of the next month.
 - (iii) OCCOA shall attest to the completeness and accuracy of all financial information. The County will rely on the reports to be complete and accurate upon submission.
 - (iv) All corporate and financial records of OCCOA shall be available to the County or its auditors upon reasonable request.
 - (v) AUDITS – OCCOA shall conduct an annual audit of its financial records in accordance with applicable law (Section 501(c)(3) of the Internal Revenue Regulations) and generally accepted accounting principles at annual intervals. The OCCOA shall complete such audit and shall provide a copy of the audit report to the County.
- C. CUSTODY OF CASH AND INVESTMENTS
- (i) All OCCOA monies shall be deposited with a bank or trust company designated by the County and approved by OCCOA. The monies may be kept in one bank account, and shall be invested as practical by the Otsego County Treasurer as authorized by law.
 - (ii) All deposits must be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
 - (iii) All transfers out for OCCOA disbursements must also be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
 - (iv) OCCOA shall attest to the completeness and accuracy of the supporting documentation submitted for all deposits and disbursement transfers. The County will rely on the documents to be complete and accurate upon submission. OCCOA further attests that the deposits and disbursement transfers have been subject to the appropriate level of review before submission.
- D. FUNDS
- (i) Unrestricted Fund
 - a. All revenues raised by grants, donations, fees for service, contracts, and all other sources will be considered unrestricted funds and shall be used at the sole discretion of the OCCOA. The unrestricted fund general ledger shall be maintained by OCCOA.
 - (ii) Operating Fund/Restricted Fund
 - a. Any amount of operating funds, which are appropriated to OCCOA by the Commissioners from the OCCOA operating millage, shall be expended for daily operations or capital improvements.
 - b. Such expenditures shall only be completed if they are included in the budget or approved by a specific resolution of the Commissioners.
 - c. All revenues raised by rates and charges of OCCOA shall be used solely for the operation and maintenance of OCCOA.

- d. The operating fund general ledger shall be maintained by OCCOA.
- E. SURPLUS/DEFICIT
- (i) Surplus
 - a. Any surplus realized by OCCOA will be retained by OCCOA. During the budget process, OCCOA and the County will discuss potential uses of surplus monies (e.g. used for capital purchases, retained to enhance fund balance level, etc.).
 - (ii) Deficits
 - a. Should any year's operations result in a deficit (other than a planned reduction of fund balance that has been previously approved by the Commissioners), OCCOA agrees to:
 - i. Immediately meet with the Otsego County Budget and Finance Committee to develop a satisfactory deficit correction plan, which may include increased fees or reduced expenses.
 - ii. Should this action prove to be insufficient to correct the deficit operations, OCCOA agrees to revise the plan, and further increase fee revenue or cut expenditures to ensure that the deficit will be repaid in the next three quarters.
 - iii. Failure to operate without a deficit may result in termination of this agreement by the County.
- F. ASSETS
- (i) All assets of OCCOA shall become the property of the County upon dissolution of the OCCOA. Nothing in this section shall in any way supersede or replace any agreements between OCCOA and any granting/funding agencies as it relates to the ownership of assets.
 - (ii) OCCOA shall follow the Otsego County Capital Asset Disposal Policy.
 - (iii) OCCOA will provide an updated list of all Capital Assets to the Otsego County Finance Department annually, each January for the preceding year.
 - (iv) OCCOA will provide an updated list of all Vehicles to the Otsego County Bus System each time a change is made to the list.
 - (v) The County shall provide property insurance, addressed in the PROPERTY INSURANCE section of this document.
- G. LONG-TERM DEBT
- (i) All long-term debt incurred by OCCOA must first be approved by the Commissioners, along with a financial plan to satisfy all debt requirements, submitted by OCCOA.
 - (ii) In the event of default of payments of long-term debt, refer to the EVENTS AND REMEDIES OF DEFAULT section of this document.
- H. CAPITAL IMPROVEMENT PLAN
- (i) OCCOA shall submit annually, along with its proposed budget, by October 1st, a five-year plan containing a list of planned building, equipment, and vehicle purchases and major repairs and maintenance on such items.
 - (ii) The plan and all such capital expenditures shall be approved by the Commissioners by December 31st, as part of the budget approval process.
- I. OPERATING YEAR
- (i) It is the expectation of the County to levy the full OCCOA millage permitted by law.
 - (ii) OCCOA shall have, as its fiscal and operating year, one that begins annually October 1st and ends September 30th. With the consent of the OCCOA, the County may levy less than the full millage.

IV. MAINTENANCE AND REPAIRS

A. REPAIRS - PREMISES

(i) In the event OCCOA should own real property, OCCOA shall, at its own expense, at all times during the term of this Agreement, keep the equipment and premises in good condition and repair, and shall make all necessary and desirable repairs, restorations and replacements, both structural and nonstructural, foreseen or unforeseen, and shall use all reasonable precautions to prevent waste, damage or injury.

B. REPAIRS - EXTERNAL

(i) OCCOA shall, at its own expense, also maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, parking areas, yards, plantings, gutters and curbs in front of and adjacent to the premises.

V. OPERATION AND MAINTENANCE

A. OPERATION AND MAINTENANCE

OCCOA shall, at its own expense, at all times during the term of this Agreement, operate and maintain the equipment and the premises.

VI. ALTERATIONS

A. ALTERATIONS TO THE PREMISES

OCCOA will make such alterations, changes, additions or improvements in or to the interior or exterior of the premises as it shall determine to be beneficial. OCCOA shall make any changes or alterations in, on or about the premises, which may be required by any applicable statute, charter, ordinance or governmental regulation or order.

B. COSTS AND EXPENSES OF ALTERATIONS

All alterations and improvements shall be at OCCOA's sole expense.

C. OWNERSHIP OF IMPROVEMENTS

In the event OCCOA should own real property, all alterations and improvements shall be the property of the County.

VII. PROPERTY/MOTOR VEHICLE LIABILITY INSURANCE

A. COST OF INSURANCE

In the event OCCOA should own real property, OCCOA shall provide property insurance, which shall cover all real and personal property on the premises on a 100% replacement cost basis. Premiums for insurance required to be carried upon or with respect to the premises or the use thereof shall be deemed operation and maintenance expenses of the OCCOA.

Insurance shall include motor vehicle liability coverage.

B. POLICY TYPE

Such policy shall be an all risks policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, flood, theft, vandalism, wind, lightning, act of war or terrorism, and malicious mischief. Coverage shall also include the cost of extra expense, for a period of 12 months, incurred by reason of the total or partial loss or damage to the premises caused by an insured peril.

VIII. LIABILITY

A. COST OF INSURANCE

OCCOA, at its expense, shall provide comprehensive/commercial general liability insurance protecting OCCOA, the County and the Commissioners of the County, the members of the OCCOA Board and their respective agents, officers and employees.

Insurance shall include coverage for Hired Car and Non-Owned Auto.

B. POLICY TYPE

- (i) Such insurance shall provide coverage for the defense of actions brought against OCCOA, its Board, Officers, and Employees for, including but not limited to, negligence, malfeasance, misfeasance, errors, omissions, neglect, damages, intentional acts, or other actions arising out of the operation, maintenance and activities of OCCOA.
- (ii) Such insurance shall be in limits of not less than \$1,000,000 per occurrence for injury or death to any one person, not less than \$3,000,000 per occurrence for injury or death to more than one person, and not less than \$500,000 per occurrence for property damage.

IX. ADDITIONAL INSURANCE REQUIREMENTS

A. NAMED INSURED

- (i) OCCOA and the County shall all be named insureds on all insurance policies required hereunder and all insurance proceeds shall be payable to OCCOA and the County according to their respective interests.
- (ii) Upon request, the OCCOA shall provide the County with certified copies of the insurance policies or other evidence indicating that the insurance is in effect.
- (iii) In addition, the County shall be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any material reduction of any coverage carried by the OCCOA.
- (iv) All insurance maintained pursuant to this Agreement shall contain a clause or endorsement under which the insurer waives all rights of subrogation against any and all of the parties to this Agreement and their respective officers, commissioners, agents, and employees, with respect to losses payable under the policy.
- (v) All policy forms, limits and deductibles shall be subject to approval by the County and OCCOA.

X. OPERATIONAL INTEGRITY

A. OPERATIONS

The County covenants and agrees with OCCOA, subject to the performance by OCCOA of all of the terms, covenants, and conditions of this Agreement to permit OCCOA to operate the service for the County. OCCOA may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of OCCOA. Further, OCCOA, with the approval of the OCCOA Board and in compliance with the County's Capital Asset Disposal Policy, shall have the authority, power, and ability to obtain, lease, purchase, acquire or transfer, sell, or dispose of such equipment as is necessary to carry out its obligations to the citizens of Otsego County.

B. BOARD MEMBERSHIP

Recommendations for OCCOA Board Membership shall be forwarded to the County Board for approval.

C. COUNTY BOARD LIAISON

The Chairperson of the County Commissioners will annually appoint a Commissioner to be a Liaison to the OCCOA for a 12-month term. The appointment of a County Commissioner by the County Board of Commissioners shall be final. The Liaison Commissioner will be expected to attend regular OCCOA Board meetings, and that Liaison will be eligible for Committee assignments as well.

D. PERSONNEL

- (i) All personnel staffing OCCOA equipment and premises, shall be deemed to be employees of OCCOA.
- (ii) The County Administrator (or designee(s) of the County Administrator) shall be on the hiring committee for the OCCOA Executive Director position in the event of a vacancy. The Commissioners shall have the final approval on selecting the new Executive Director.
- (iii) If applicable, the County Administrator (or designee(s) of the County Administrator) shall take part in the union negotiation process. The Commissioners shall have final approval of all union contracts.

C. CONTRACTING

OCCOA, with the approval of the OCCOA Board, shall have the exclusive authority to enter into such transport, standby and special event contracts or other agreements or contracts for services as deemed necessary to carry out its obligations to the citizens of Otsego County.

XI. INSPECTION

Without notice and at reasonable times of the day, the County, through its officers, employees or agents, may enter upon the premises at any time during the term of this Agreement for the purpose of inspecting the premises and determining whether OCCOA is complying with the covenants, Agreements, terms, and conditions of this Agreement.

XII. EVENTS AND REMEDIES OF DEFAULT

A. EACH OF THE FOLLOWING SHALL CONSTITUTE AN EVENT OF DEFAULT:

- (i) OCCOA fails to submit and operate within the budget required by Section III.
- (ii) Any representation or warranty made by OCCOA in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been false, incorrect or incomplete in any material respect when made or deemed to be made.
- (iii) OCCOA fails to observe or perform any covenant or Agreement contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement (other than those covered by clause (i) above) for thirty (30) days after written notice, as set forth herein, thereof shall have been given to OCCOA by the County.
- (iv) OCCOA files a petition in bankruptcy, insolvency, dissolution or for reorganization or arrangement under the laws of the United States or of any state, or voluntarily takes advantage of any such law, or act, or is dissolved, (voluntarily or involuntarily) or makes an assignment for the benefit of creditors.
- (v) If involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against OCCOA, or if a receiver or trustee is appointed for all or substantially all of the property of OCCOA, and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety days after such institution or appointment.
- (vi) OCCOA ceases to operate or indicates its intention to do so.

(vii) OCCOA defaults on any long-term debt covenants or payments.

B. REMEDIES IN EVENT OF DEFAULT

If any event of default as defined in this Agreement shall occur and be continuing for a period of 90 days or more following written notice of default:

- (i) The County shall have the right, but not the obligation, to take any of the following action:
 - (a) The County may terminate this Agreement.
 - (b) The County, through its Commissioners, officers, agents or employees, shall, at all times, have the right to enter the premises for inspection as set forth above, and to prevent waste, damage or destruction.
 - (c) In the event of financial insolvency, bankruptcy, or cessation of operations, all assets (including but not limited to: cash, investments, receivables, and capital assets), all liabilities (including long-term debt), and fund balances for all OCCOA funds shall revert to the County immediately. Nothing in this section shall in any way supersede or replace any agreements between OCCOA and any granting/funding agencies as it relates to the ownership of assets.
- (ii) The rights provided for in this Section cumulative and are not exclusive of any other right, privilege, or remedy provided by law or in equity.

XIII. WAIVERS

A. FAILURE TO DELAY OR EXERCISE

No failure or delay on the part of the County or OCCOA in exercising any right, power, or remedy contained in this Agreement shall operate as a waiver of any right, duty, requirement, or obligation provided by this Agreement.

B. PARTIAL EXERCISE

No single or partial exercise by the County or OCCOA of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy.

XIV. ASSIGNMENT

OCCOA and the County agree not to sell, assign, mortgage, pledge or in any way transfer this Agreement.

XV. NOTICE

All notices, requests, and other communications to any party to this Agreement shall be in writing and shall be given to each party at its address set forth below or such other address as such party may hereafter specify, in writing:

If to OCCOA: Otsego County Commission on Aging
120 S. Otsego Avenue
Gaylord, MI 49735
Attn: Executive Director

If to the County: County of Otsego
225 West Main Street
Gaylord, MI 49735
Attn: Otsego County Administrator

XVI. SEVERABILITY

If any one or more of the provisions contained in this Agreement or any document, instrument or Agreement required pursuant to this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired. The document shall be read as if the provision or provisions are null, void, non-existent, and severed from the this Agreement.

XVII. GOVERNING LAW

This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by, construed, and interpreted in accordance with the laws of the State of Michigan.

XVIII. CAPTIONS

The captions contained in this Agreement are for convenience, for reference only and shall not limit or define the provisions of this Agreement, or affect the interpretation or construction thereof.

XIX. OTHER AGREEMENTS

This Agreement, once properly executed, supersedes, replaces and abrogates all prior agreements between the parties regarding this same subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

OTSEGO COUNTY COMMISSION ON AGING

By: Mary Sanders

MARY SANDERS

Its: Board President

COUNTY OF OTSEGO

By: _____

KENNETH BORTON

Chairman, Otsego County Board of Commissioners

AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES
OTSEGO COUNTY, MICHIGAN

This Agreement for the Provision of Inmate Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between the County of Otsego, located in the State of Michigan (hereinafter referred to as the "COUNTY") and Otsego County Sheriff in his official capacity (hereinafter referred to as the "SHERIFF"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the inmates of the Otsego County Jail (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides professional and responsive healthcare services in incarceration facilities.

NOW THEREFORE, the parties enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

CORPORATE HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

COUNTY INMATES - Inmates booked into the custody of the COUNTY or SHERIFF and presently incarcerated in the FACILITY, but not to include NON-COUNTY INMATES.

ELECTIVE CARE - Care which, if not provided, would not, in the opinion of ACH's practitioner (a licensed practitioner employed by ACH), cause the inmate's health to deteriorate, or cause harm to the inmate's well-being.

MID-LEVEL PRACTITIONER - An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in the appropriate state.

MOBILE SERVICES - Any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to, laboratory and X-ray services.

NON-COUNTY INMATES - Inmates who are covered by a government health program for American Indians; work release inmates while on work release; inmates during transport to/from outside facilities; and inmates housed in the FACILITY for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

OFF-SITE SERVICES - Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, and specialty services.

SPECIFIED MEDICATIONS - Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, and/or active tuberculosis, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

ARTICLE 1:
DUTIES AND OBLIGATIONS OF ACH

For and in consideration of the compensation to be paid to ACH as hereinafter set forth, ACH agrees as follows:

- 1.1 **ADVANCED TRAINING.** The FACILITY is entitled to receive one copy each of the training videos produced and sold by ACH at no additional charge, with the following exception: facilities will not receive training videos which cover topics for which they have already received an ACH training video covering that topic. If a training video is lost or stolen, the FACILITY may be charged a replacement fee to replace the video. ACH training videos are to be viewed by the FACILITY staff only and are not to be reproduced except with the prior written permission of ACH. ACH does not guarantee training credits and is not responsible for obtaining training credits on behalf of the FACILITY staff.
- 1.2 **BIOMEDICAL WASTE DISPOSAL.** ACH will be responsible for the provision of and cost of biomedical waste disposal services for the medical unit at the FACILITY consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.3 **COLLECTION OF DNA/PHYSICAL EVIDENCE AND FORENSIC INFORMATION.** ACH will perform body cavity searches on-site with signed consent from the inmate in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from inmates, so long as there is consent of the inmate and ACH staff are not involved in any punitive action taken as a result of an inmate's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or (3) conducting inmate-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with consent of the inmate. ACH will not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
 - 1.3.1 **SEXUAL ASSAULT.** In the case of sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room.
- 1.4 **CQI MEETINGS.** ACH will review, at the scheduled Continuous Quality Improvement (CQI) meetings with the SHERIFF or designee, the healthcare reports concerning the overall operation of the healthcare services program and the general health of the inmates of the FACILITY.
- 1.5 **DENTAL CARE.** ACH will provide dental triage screenings for inmates for the purpose of identifying serious dental needs. The COUNTY will pay for any costs associated with dental care.
- 1.6 **ECTOPARASITES.** For inmates presenting with symptoms of ectoparasitic infection (as determined by the ACH practitioner), ACH will provide and pay for medically indicated treatment. For inmates without symptoms of ectoparasitic infection, ACH will provide treatment at the SHERIFF'S request, and the COUNTY will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.7 **ELECTIVE CARE.** ACH will not provide ELECTIVE CARE to inmates. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8 **HEALTH EDUCATION AND EVALUATIONS.** ACH will provide health education materials to the SHERIFF for inmate education. ACH will also provide on-site health evaluations and medical care for inmates. Additionally, ACH will provide basic physical examinations for potential inmate workers to ensure the inmates are physically capable of performing assigned work duties.
- 1.9 **INMATE LABOR.** Inmates will not be employed or otherwise engaged or utilized by ACH in the direct rendition of any healthcare services.

- 1.10 **MANAGEMENT SERVICES.** ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; Waste Reduction; Utilization Management; and a Risk Management program specific to the FACILITY's medical operations.
- 1.11 **MEDICAL CLAIMS RE-PRICING.** ACH will not be responsible for the re-pricing of medical claims.
- 1.12 **MEDICAL RECORDS.** Inmate medical records will always be the property of the SHERIFF and will remain with the SHERIFF. ACH will maintain or require being maintained medical records for each inmate who has received healthcare services. The medical records will be kept separate from the inmate's confinement record. A complete copy of the original applicable medical record will be available to accompany each inmate who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws and exemptions regarding confidentiality of inmate medical records. ACH will comply with the SHERIFF's policy with regard to access by inmates to their medical records. The SHERIFF will provide ACH with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation.
- 1.13 **MEDICAL SUPPLIES (DISPOSABLE).** ACH will pay for and provide disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.
- 1.14 **MENTAL HEALTH SERVICES – CRISIS INTERVENTION.** ACH will refer inmates to crisis intervention services when indicated. The crisis intervention services will be provided by the FACILITY staff in concert with ACH staff. ACH will coordinate with the medical and programming services (e.g., chemical dependence) at the FACILITY so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. ACH will use an integrated and multidisciplinary team (including FACILITY staff) to develop treatment plans for inmates displaying problematic behavior.
- 1.15 **MOBILE SERVICES.** When MOBILE SERVICES are required for medical reasons and are available to come to the FACILITY, ACH will arrange for those services for inmates in accordance with the SHERIFF's policies and procedures. The COUNTY will pay for any costs associated with MOBILE SERVICES.
- 1.16 **OFF-SITE SERVICES.** When OFF-SITE SERVICES are required for medical reasons, ACH will arrange for those services for inmates and in accordance with the SHERIFF's policies and procedures. The COUNTY will pay for any costs associated with OFF-SITE SERVICES.
- 1.17 **OTHER SERVICES AND EXPENSES.** ACH will not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.18 **PHARMACEUTICALS.**
- 1.18.1 **COURT-ORDERED MEDICATIONS AND TESTING.** ACH will provide all court-ordered medications and testing to inmates.
- 1.18.1.1 **COUNTY INMATES.** ACH will only pay for court-ordered medications that (1) the ACH practitioner considers appropriate and (2) are not included on the SPECIFIED MEDICATIONS list. All other court-ordered medications and testing for COUNTY INMATES will be paid for by the COUNTY.
- 1.18.1.2 **NON-COUNTY INMATES (not to include inmates housed for ICE).** ACH will only pay for court-ordered medications that (1) the ACH practitioner considers appropriate and (2) are prescribed over-the-counter medications. All other court-ordered medication and testing for NON-COUNTY INMATES will be billed to the COUNTY so the COUNTY may seek reimbursement from the responsible authority of the NON-COUNTY INMATE.

- 1.18.2 HOME MEDICATIONS. The COUNTY agrees to allow home medications in the FACILITY when they are able to be properly verified.
- 1.18.3 COUNTY INMATES. ACH will provide all medically-indicated pharmaceuticals for COUNTY INMATES. ACH will pay for prescription medications; prescribed over-the-counter medications; and psychotropic medications which are prescribed by ACH practitioners; with the following exception: the COUNTY will pay for all SPECIFIED MEDICATIONS. The COUNTY will also pay for all psychotropic medications which are prescribed by non-ACH practitioners.
- 1.18.4 INMATES HOUSED FOR ICE. ACH will provide all medically-indicated pharmaceuticals for inmates housed for ICE. ACH will not pay for any pharmaceuticals for ICE inmates. Prescription medications will be billed directly to ICE by the applicable pharmacy. The COUNTY will pay for any prescription medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.
- 1.18.5 NON-COUNTY INMATES (not to include inmates housed for ICE). ACH will provide all medically-indicated pharmaceuticals for NON-COUNTY INMATES. ACH will only pay for prescribed over-the-counter medications. All other prescription medications will be billed to the COUNTY so the COUNTY may seek reimbursement from the responsible authority of the NON-COUNTY INMATE.
- 1.19 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the SHERIFF choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.20 SHERIFF'S POLICIES, PROCEDURES, AND PROTOCOLS. ACH staff will operate within the requirements of the SHERIFF's policies, procedures, and protocols as communicated to ACH staff by the SHERIFF or designee. Such policies, procedures, and protocols may change from time to time; if so, the SHERIFF or designee will promptly notify ACH staff, provide them with a written copy of the modified policy, procedure, or protocol, and provide any necessary training to the ACH staff. Upon the SHERIFF's request, ACH will assist the SHERIFF in drafting medical policies, procedures, and protocols. All policies, procedures, and protocols regarding operations within the FACILITY will at all times remain the property of the SHERIFF and will remain at the FACILITY after termination of this AGREEMENT.
- 1.21 STAFFING. ACH will provide staffing coverage as described in this staffing section.
- 1.21.1 MEAL BREAKS. It is understood and agreed that ACH employees are allowed to leave the premises during the work day for meal breaks.
- 1.21.2 NURSING. ACH will provide on-site licensed practical nursing coverage for eight (8) hours per week on a schedule approved by the SHERIFF. When approved by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at a rate of \$25.90/hour. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Medical Operations for the FACILITY and the SHERIFF or designee will negotiate a mutually agreeable remedy.
- 1.21.3 PRACTITIONER. A physician and/or MID-LEVEL PRACTITIONER will visit the FACILITY every other week or as otherwise agreed by the SHERIFF and ACH, and will stay until all work is completed. A MID-LEVEL PRACTITIONER will only be used with the approval of the SHERIFF. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on CORPORATE HOLIDAYS, coverage will be provided by telephone only.
- 1.22 TUBERCULOSIS (TB) TESTING.

- 1.22.1 FACILITY STAFF. ACH will perform TB skin tests as directed by the SHERIFF. The COUNTY will pay for the TB serum and related supplies. Upon the SHERIFF's request, ACH will secure the serum and related supplies through the correctional pharmacy to secure the best possible price, then bill the COUNTY for those costs.
- 1.22.2 INMATES. ACH will provide TB skin tests as directed by the SHERIFF. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE COUNTY

- 2.1 CO-PAY. The COUNTY agrees to the use of a co-pay system, as permitted by law, for inmate medical requests.
- 2.2 DUTY TO PROTECT INMATES. The non-delegable duty to protect inmates is, and always will be, vested in the SHERIFF. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the SHERIFF specifically retains the duty and obligation for security of the inmates. This duty extends to the control of inmate movement. ACH and its personnel will assume no responsibility for the movement of inmates and assume no responsibility for inmate protection at any time.
- 2.3 HIRING OF ACH STAFF. While ACH is pleased to provide staffing during this engagement, ACH does not expect the COUNTY to offer permanent employment to ACH employees or independent contractors. ACH has a significant investment in the training and professional development of our employees and independent contractors and they are valued employees and independent contractors of ACH. If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT term or within one (1) year after this AGREEMENT's termination, the COUNTY will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000) to compensate ACH for each employee or independent contractor, with the following exception: this does not apply to any medical staff member who was employed by the COUNTY prior to this AGREEMENT.
- 2.4 INMATE INFORMATION. The SHERIFF will provide, as needed, information pertaining to inmates that ACH and the SHERIFF mutually identify as reasonable and necessary for ACH to adequately perform its obligations to the SHERIFF and the COUNTY. Additionally, during this AGREEMENT period, and for a one year thereafter, the SHERIFF will provide ACH, at ACH's request, the SHERIFF's records relating to the provision of healthcare services to inmates as may be reasonably requested by ACH in connection with an investigation of, or defense of, any claim by a third party related to ACH's conduct. As ACH may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will also make available to ACH such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of inmates (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to ACH that the SHERIFF considers confidential will be kept confidential by ACH and will not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to ACH or any other person or entity (except as may be required by law).
- 2.5 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the SHERIFF. At the SHERIFF's request, ACH may assist the SHERIFF in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of this AGREEMENT, ACH will leave the medical equipment in good working order, with allowances made for reasonable wear and tear.
- 2.6 NON-MEDICAL CARE OF INMATES. The COUNTY will provide and pay for all other personal (non-medical) needs of the inmates while in the FACILITY, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.

- 2.7 OFFICE EQUIPMENT (DURABLE). The SHERIFF will provide use of COUNTY-owned office equipment and all necessary utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. ACH will leave the office equipment in good working order, with allowances made for reasonable wear and tear.
- 2.8 OFFICE SUPPLIES (DISPOSABLE). The COUNTY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services.
- 2.9 SECURITY. The SHERIFF will maintain responsibility for the physical security of the FACILITY and the continuing security of the inmates. ACH and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of inmates and FACILITY staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SHERIFF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of ACH's employees in regards to security/background clearance.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be forty-one thousand five hundred five dollars and sixty-six cents (\$41,505.66). The COUNTY will make monthly payments of three thousand four hundred fifty-eight dollars and eighty cents (\$3,458.80), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH prior to the tenth (10th) day of the month in which services are rendered.
 - 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.
- 3.2 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY.
 - 3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the COUNTY INMATE ADP will be 35 and the NON-COUNTY INMATE ADP will be 0. Inmates who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only include those inmates presently incarcerated in the FACILITY.
 - 3.2.2 PER DIEM.
 - 3.2.2.1 GENERAL. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the inmate population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and is sustained. In such cases, ACH reserves the right to negotiate for an increase to its staffing and its contract price in order to continue to provide services to the increased number of inmates and maintain the standard of care. ACH will request the monthly count for these separate populations on a quarterly basis. The per diem rate(s) may be adjusted annually at ACH's discretion.

- 3.2.2.2 COUNTY INMATES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.61 per inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.61 x 91)
- 3.2.2.3 NON-COUNTY INMATES. To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies, biomedical waste disposal services, and medical malpractice and civil rights insurance coverage), a separate per diem rate of \$0.21 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.
- 3.2.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this AGREEMENT will begin on _____ at 12:01 A.M. and will continue in full force and effect until _____ at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. This AGREEMENT will automatically renew for successive one (1) year periods unless either party gives thirty (30) days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY and the SHERIFF will be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the COUNTY and the SHERIFF will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The COUNTY agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY, the SHERIFF, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving thirty (30) days' advance written notice to the other party. If thirty (30) days' advance written notice is provided, termination will be without penalty to any of the parties. If the SHERIFF or the COUNTY gives ACH less than thirty (30) days' advance written notice, the COUNTY agrees to pay to ACH a penalty equal to one (1) month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.
- 5.2 ARBITRATION; GOVERNING LAW. The parties hereby agree that any dispute arising under this AGREEMENT, or in connection with any breach thereof, will be finally resolved through binding arbitration conducted in Gaylord, Michigan, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single, neutral arbitrator appointed in accordance with such Rules. No punitive damages may be granted by the arbitrator. The parties agree that the arbitrator's decision will be the sole, exclusive and binding remedy between them regarding any and all such disputes. This AGREEMENT, and any

arbitration conducted thereby, will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles).

- 5.3 **ASSIGNMENT.** ACH may not assign this AGREEMENT or any rights hereunder in whole or in part. Subject to the foregoing, this AGREEMENT will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.4 **ATTORNEY FEES AND COSTS.** In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.5 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.
- 5.6 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The SHERIFF, the COUNTY, and ACH agree that no party will require performance of any ACH or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.7 **COUNTERPARTS; HEADINGS.** This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT. The terms "inmate" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.
- 5.8 **DEPARTMENT OF JUSTICE REQUIREMENTS.** The COUNTY will be responsible for any additional services required at the FACILITY as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order.
- 5.9 **ENTIRE AGREEMENT; AMENDMENT.** This AGREEMENT represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.10 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. In addition, it is the policy of ACH to comply with applicable state and local laws governing nondiscrimination in employment in every location in which ACH has facilities and employees. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.11 **EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.12 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this AGREEMENT.

- 5.13 GROUP PURCHASING. The COUNTY authorizes ACH to sign up the FACILITY as a ship-to site under ACH's group purchasing plan.
- 5.14 HOLD HARMLESS AND INDEMNIFY.
- 5.14.1 ACH will hold harmless and indemnify the COUNTY and SHERIFF (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
- 5.14.2 The COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
- 5.15 INDEPENDENT CONTRACTORS. In order to discharge its obligations hereunder, ACH may engage certain healthcare professionals as independent contractors rather than employees.
- 5.16 INSURANCE.
- 5.16.1 ACH will maintain commercial automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.
- 5.16.2 ACH will maintain one or more commercial general liability insurance policies with minimum limits of bodily injury and/or property damage: One Million Dollars (\$1,000,000) each occurrence and an annual policy aggregate of Two Million Dollars (\$2,000,000).
- 5.16.3 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.16.4 ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).
- 5.16.5 ADDITIONAL INSURED. ACH will name the SHERIFF and the COUNTY as an additional insured for the sole negligence of ACH under the commercial automobile, commercial general and professional liability portions of insurance and provide the COUNTY with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.

- 5.17 **NEW LEGISLATION.** Should new legislation require substantial new medical treatment, the COUNTY will pay for it, unless specifically agreed upon between ACH and the COUNTY.
- 5.18 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.19 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this AGREEMENT will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the COUNTY and ACH. ACH does not have the power or authority to bind the COUNTY or to assume or create any obligation or responsibility on the COUNTY's behalf or in the COUNTY's name, except as otherwise explicitly detailed in this AGREEMENT, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the COUNTY for the purposes of any employee benefit program.
- 5.20 **NOTICE.** Any notice required or permitted to be given hereunder will be in writing and delivered by overnight courier (e.g., FedEx), or by facsimile (receipt confirmed), to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the SHERIFF and/or the COUNTY: Otsego County Jail, 124 South Court Street, Gaylord, Michigan 49735; email: bwebber@otsegocountymi.gov. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contract Attorney, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: jkolberg@advancedch.com.
- 5.21 **OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES.** The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the provision of healthcare to inmates at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.22 **SEVERABILITY.** If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.23 **SUBCONTRACTING.** In order to discharge its obligations hereunder, ACH may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and mobile services.
- 5.24 **USE BY OTHER PUBLIC AGENCIES (PIGGYBACK).** ACH agrees to allow the COUNTY to authorize other public agencies in the COUNTY to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this AGREEMENT, and to make payments directly to ACH during the period of time that this AGREEMENT is in effect.
- 5.25 **USE OF NAME.** It is understood and agreed by ACH that ACH's name may appear in certain COUNTY disclosure documents, including those required by law and in other regulatory and administrative filings in the ordinary course of the COUNTY's operations.
- 5.26 **WAIVER.** Any waiver of the provisions of this AGREEMENT or of a party's rights or remedies under this AGREEMENT must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this AGREEMENT or prejudice such party's right to take subsequent action.

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

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Sherri Miller
President & Chief Operations Officer

Date

COUNTY OF OTSEGO, MICHIGAN

Matthew Nowicki, Sheriff

Date

Presiding County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

Please complete and return via fax to 309.214.9977 or email to jkolberg@advancedch.com.

If this contract is not returned to ACH by January 11, 2016, the price may be subject to increase.



Program Overview*

Otsego County, Michigan

County ADP: 35 County per diem: \$ 0.61 Non-county ADP: 0 Non-county per diem: \$ 0.21		Annual Price: \$41,505.66
Practitioner Services (MD, NP, PA)	Recruitment, hiring, training, on-site 1 time every other week, 24/7 on-call services including holidays with at least 2 backups.	
Nursing Services	Recruitment, hiring, training, LPN on-site 8 hours per week.	
Mental Health Services	Referrals to crisis intervention services, coordination with medical and facility staff to develop treatment plans. The price of any services is the responsibility of the county.	
Management Services	Strategic plan, peer review, Continuing Quality Improvement meetings, waste reduction, utilization management, risk management.	
Risk Management Program	Hold harmless and indemnification, facility and county named as additional insureds on the commercial automobile, commercial general, and professional liability (including civil rights liability) portions of ACH's insurance policies.	
Pharmaceuticals	Ordering, returning, and destroying. The price is included in the ACH program.	
Medication exclusions	Active TB, anti-rejection, biological, cancer, court-ordered, cystic fibrosis, hepatitis, HIV, AIDS (and related diseases), multiple sclerosis. The price is the responsibility of the county.	
On-site Testing	Finger-stick blood sugar, urine dipstick, and TB testing (see below) <u>TB skin tests for inmates:</u> ACH pays for TB serum and supplies <u>TB skin test for facility staff:</u> County pays for TB serum and supplies	
Medical Supplies (disposable)	Typically includes tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, alcohol preps. The price is included in the ACH program.	
Biomedical Waste Disposal	For the medical unit – typically includes bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, syringes. The price is included in the ACH program.	
Dental Care	Hygiene instruction and triage screenings in accordance with criteria established by a licensed dentist to identify those in need of serious dental services. The price of the services is the responsibility of the county.	
Mobile Services Laboratory, X-ray	When medically indicated, to be arranged within the facility's policies and procedures. The price of the services is the responsibility of the county.	

Advanced Correctional Healthcare
 3922 W. Baring Trace
 Peoria, IL 61615-2500
 (309) 692-8100



<u>Annual Price:</u>	
<u>\$41,505.66</u>	
Off-site Services Consultations, diagnostic testing, hospitalizations, ambulance transportation, specialty services (i.e., gynecology)	When medically indicated, to be arranged within the facility's policies and procedures. The price of the services is the responsibility of the county.
Office Supplies (disposable)	Typically includes medical charts, paper, pens, staples, Post-It notes. The price is the responsibility of the county.
Medical Policies, Procedures and Protocols	Largely based upon NCCHC guidelines
Advanced Purchasing Program	Use by other county agencies (piggyback) allowed Expected facility savings per year: \$ 9,000
Advanced Training Program	Orientation, In-service, DVD series, pre- and post-tests, drug identification cards

This proposal is valid for 60 days from 12/4/2015

For additional information or to accept this program overview, please contact:

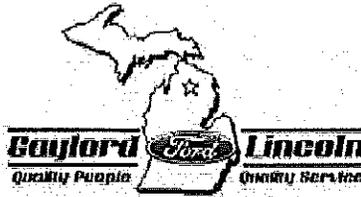
John Masella, Director of Business Development

Phone: 312-802-0604

Email: jmasella@advancedch.com

***This proposal is not a contract. All contracts must be negotiated and signed by both parties.**

ACH's federal ID number is 36-4495255.



01/22/2016

Re: Sheriff Vehicle Purchase, BID 2016-01

For your consideration please review the following as specified in your Bid request for (1) 2016 Ford AWD Police Utility in Sterling Grey.

Vehicle Price	\$32,783.00
Title	+ \$15.00
Doc Fee	+\$210.00
2 extra fobs	+\$120.74
<u>Gov. Concession</u>	<u>-\$2,972.00</u>
Total Delivered Price	\$30,154.92

Please feel free to contact me with any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris M. Coon", is written over the word "Sincerely,".

Chris M. Coon

General Sales Manager

989-732-6737

chris@gaylordfordlin.com

Animal Control Building Loan Information:

Recommendation for additional principal payment for 2015:

Without any additional principal payments in 2015, the 12/31/15 outstanding balance due on the loan is \$100,183.51.

After analyzing the 2015 year-end fund balance level in the Animal Control Fund (fund 212), I recommend that we can safely pay an additional 5 months' worth of principal payments, totaling \$13,607.44.

If approved, that would bring the outstanding balance as of 12/31/15 to **\$86,576.07.**

Impact on Animal Control Fund fund balance level:

Before any additional principal payments are factored in, the Animal Control Fund had a net income of \$61,160.44 in 2015, and has an ending fund balance level of \$339,135.62.

If the additional principal payment is approved, the net income will be \$47,553, and the ending fund balance will be **\$325,528.18.**

This would still be a healthy addition to fund balance and a healthy fund balance level at 12/31/15.

Additional points of information:

The original amount of the loan was \$300,000.

So far, through the end of 2014, we have paid down the loan 4 years early.

If we continue paying additional principal payments at this rate, we are on track to pay off the entire loan 5 years early. The loan was originally schedule to be paid off in 2022; we should be able to pay it off by the end of 2017.

PROPOSED BUDGET AMENDMENT 2015 YEAR END ADJUSTMENTS

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	YTD BALANCE 12/31/2015	AVAILABLE BALANCE	BUDGET AMENDMENT AMOUNT	LINE ITEM TO TAKE FROM
Fund 101 - GENERAL FUND						
Dept 149-PROBATION/PAROLE						
101-149-726.000	SUPPLIES - GENERAL	1,500.00	1,501.66	(1.66)	2.00	101-101-940.010
Total Dept 149-PROBATION/PAROLE		1,500.00	1,501.66	(1.66)	2.00	(cmsr outside svcs)
Dept 267-PROSECUTOR						
101-267-703.030	REGULAR - HOURLY	96,212.00	97,097.01	(885.01)	886.00	
101-267-704.110	HOSPITALIZATION	69,670.00	72,114.19	(2,444.19)	2,445.00	
Total Dept 267-PROSECUTOR		165,882.00	169,211.20	(3,329.20)	3,331.00	101-267-703.020 (pros salaries)
Dept 301-SHERIFF						
101-301-703.010	REG EMP - DEPT DIR/CON	67,449.00	70,507.26	(3,058.26)	3,059.00	
101-301-704.301	POST EMP LMT HLTH CAR	2,000.00	3,018.38	(1,018.38)	1,019.00	
Total Dept 301-SHERIFF		69,449.00	73,525.64	(4,076.64)	4,078.00	
Dept 302-SHERIFF - CIVIL DIVISION						
101-302-703.060	PART-TIME/TEMPORARY	25,843.00	31,143.83	(5,300.83)	5,301.00	
Total Dept 302-SHERIFF - CIVIL DIVISION		25,843.00	31,143.83	(5,300.83)	5,301.00	
Dept 334-SECONDARY ROAD PATROL						
101-334-703.030	REGULAR - HOURLY	46,658.00	48,202.07	(1,544.07)	1,545.00	
101-334-703.070	OVERTIME	2,500.00	3,701.52	(1,201.52)	1,202.00	
101-334-930.660	GASOLINE	6,430.00	7,631.32	(1,201.32)	1,202.00	
Total Dept 334-SECONDARY ROAD PATROL		55,588.00	59,534.91	(3,946.91)	3,949.00	
GRAND TOTAL SHERIFF					13,328.00	101-301-703.030 (sheriff hourly)

GL NUMBER	DESCRIPTION	2015		YTD BALANCE 12/31/2015	AVAILABLE BALANCE	BUDGET AMENDMENT AMOUNT	LINE ITEM TO TAKE FROM
		AMENDED BUDGET					
Dept 351-JAIL							
101-351-703.070	OVERTIME	35,000.00	36,913.87	(1,913.87)	1,914.00		
101-351-704.112	WELLNESS PROGRAM	0.00	900.00	(900.00)	900.00		
101-351-704.200	SOCIAL SEC CONTRIBUTIC	36,034.00	39,260.46	(3,226.46)	3,227.00		
101-351-704.300	RETIREMENT CONTRIBUT	49,373.00	60,618.56	(11,245.56)	11,246.00		
101-351-704.700	PAYMENTS IN LIEU OF IN	500.00	2,223.13	(1,723.13)	1,724.00		
Total Dept 351-JAIL		120,907.00	139,916.02	(19,009.02)	19,011.00		101-351-704.110 (jail health ins)
Dept 648-MEDICAL EXAMINER							
101-648-726.000	SUPPLIES - GENERAL	2,230.00	2,830.77	(600.77)	601.00		
101-648-801.020	PROFESSIONAL	35,000.00	39,827.54	(4,827.54)	4,828.00		
101-648-930.460	TRANSPORTING	22,500.00	32,839.00	(10,339.00)	10,339.00		
101-648-930.500	TRAVEL	1,000.00	1,104.50	(104.50)	105.00		
101-648-930.920	AUTOPSIES	0.00	0.00	0.00	14,000.00		anticipated rem costs
Total Dept 648-MEDICAL EXAMINER		60,730.00	76,601.81	(15,871.81)	29,873.00		101-631-940.010 (substance abuse pmt)
Dept 853-HEALTH CARE RETIREES							
101-853-940.110	HOSPITALIZATION/DENTY	85,000.00	87,764.36	(2,764.36)	2,765.00		
Total Dept 853-HEALTH CARE RETIREES		85,000.00	87,764.36	(2,764.36)	2,765.00		101-851-930.100 (liab insur)
Dept 864-DISTRIBUTIVE SERVICES							
101-864-726.000	SUPPLIES - GENERAL	11,420.00	11,535.10	(115.10)	116.00		
101-864-920.410	SERVICE CONTRACTS	4,800.00	6,374.36	(1,574.36)	1,575.00		101-228-920.410
Total Dept 864-DISTRIBUTIVE SERVICES		16,220.00	17,909.46	(1,689.46)	1,691.00		101-228-920.400 (IT services)
Fund 208 - PARKS AND RECREATION							
Dept 751-COUNTY PARKS							
208-751-703.010	REG EMP - DEPT DIR/COM	0.00	15,699.87	(15,699.87)	15,700.00		752 line item:
208-751-703.030	REGULAR - HOURLY	0.00	34,922.93	(34,922.93)	34,923.00		34,630.00
208-751-703.060	PART-TIME/TEMPORARY	0.00	20,412.87	(20,412.87)	20,413.00		
208-751-703.070	OVERTIME	0.00	1,929.24	(1,929.24)	1,930.00		

GL NUMBER	DESCRIPTION	2015		YTD BALANCE 12/31/2015	AVAILABLE BALANCE	BUDGET AMENDMENT AMOUNT	LINE ITEM TO TAKE FROM
		AMENDED BUDGET					
208-751-704.110	HOSPITALIZATION	0.00	9,753.96	(9,753.96)	9,754.00	5,880.00	
208-751-704.140	LIFE AND DISABILITY	0.00	671.37	(671.37)	672.00		
208-751-704.200	SOCIAL SEC CONTRIBUTIC	0.00	5,548.41	(5,548.41)	5,549.00		
208-751-704.300	RETIREMENT CONTRIBUT	0.00	8,624.31	(8,624.31)	8,625.00		
208-751-704.301	POST EMPLOYMT HLTH CAR	0.00	323.00	(323.00)	323.00		
208-751-704.500	UNEMPLOYMENT COMPT	0.00	474.93	(474.93)	475.00		
208-751-704.600	WORKERS COMPENSATIC	0.00	2,446.98	(2,446.98)	2,447.00	1,698.00	
Total Dept 751-COUNTY PARKS		0.00	100,807.87	(100,807.87)	100,811.00	4,916.00	208-752-704.300
Fund 266 - EQUIPMENT FUND							
266-901-920.400	REPAIRS AND MAINTENA	1,550.00	1,551.65	(1.65)	2.00		
266-901-930.300	ADVERTISING	60.00	120.00	(60.00)	60.00		
266-901-970.420	PROPERTY - VEHICLES	54,640.00	66,489.46	(11,849.46)	11,850.00		
266-901-970.435	PROPERTY - MACHINERY	19,700.00	19,952.93	(252.93)	253.00		
TOTAL Expenditures		75,950.00	88,114.04	(12,164.04)	12,165.00	266-050-400.001	(from fund balance)
Fund 285 - REVENUE SHARING RESERVE							
Expenditures							
Function: Unclassified							
Dept 999-TRANSFER OUT							
Unclassified							
285-999-999.000	TRANSFER OUT	131,663.00	131,663.85	(0.85)	4,959.00		
TOTAL Expenditures		131,663.00	131,663.85	(0.85)	4,959.00	285-050-400.001	(from fund balance)
Fund 499 - CAPITAL PROJECTS FUND							
499-901-970.300-SHR PROPERTY - IMPROVEME		58,273.00	66,043.49	(7,770.49)	7,771.00		
TOTAL Expenditures		58,273.00	66,043.49	(7,770.49)	7,771.00	499-050-400.001	(from fund balance)

GL NUMBER	DESCRIPTION	2015 AMENDED BUDGET	YTD BALANCE 12/31/2015	AVAILABLE BALANCE	BUDGET AMENDMENT AMOUNT	LINE ITEM TO TAKE FROM
Fund 516 - DELINQUENT TAX REVOLVING						
516-253-955.000	GAIN/LOSS ON INVESTME	0.00	106,086.95	(106,086.95)	106,087.00	
TOTAL Expenditures		37,876.00	144,604.04	(106,728.04)	106,087.00	516-050-400.001 (from fund balance)
Fund 617 - TAX FORECLOSURE FUND						
617-253-703.030	REGULAR - HOURLY	24,384.00	27,754.34	(3,370.34)	3,371.00	
617-253-703.060	PART-TIME/TEMPORARY	7,675.00	8,501.55	(826.55)	827.00	
617-253-704.110	HOSPITALIZATION	6,615.00	8,755.08	(2,140.08)	2,141.00	
TOTAL Expenditures		44,901.00	52,001.09	(7,100.09)	6,339.00	617-050-400.001 (from fund balance)



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION Move budget dollars to cover cost due to employee turnover

REVENUE

Account Number	Decrease	Increase
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-131-703.030 Hourly Wages	\$	\$ 1,600
101-131-704.300 Retirement	\$ 1,600	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 1,600	\$ 1,600

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

2/23/16

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

AGREEMENT FOR THE ACQUISITION OF A 2016 COUNTY PLAT BOOK

This agreement is made and entered into by and between the COUNTY OF OTSEGO, a Michigan municipal corporation, hereinafter referred to as the COUNTY and the OTSEGO COUNTY CONSERVATION DISTRICT hereinafter referred to as the CONSERVATION DISTRICT.

WHEREAS the CONSERVATION DISTRICT is desirous of contracting to acquire a plat book, and;

WHEREAS the COUNTY promises to, and also represents that they can, provide this product;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties' promise, agree, and contract as follows:

1. The COUNTY shall produce a plat book for CONSERVATION DISTRICT as indicated in Attachment A.
2. CONSERVATION DISTRICT shall pay to the COUNTY \$16,725.00 for 500 plat books. The first payment will be due August 30, 2016 and the final payment will be due December 15, 2016.
3. The COUNTY shall deliver product to CONSERVATION DISTRICT within five weeks of all material being received by the printer. This date will be no later than November 1, 2016.
4. CONSERVATION DISTRICT shall be responsible for all advertising layouts and the delivery of it to the printer.
5. CORRESPONDENCE: All correspondence, proposals, etceteras, shall be addressed to the designated agent for the COUNTY at: Equalization Department 800 Livingston Blvd., Suite 1D, Gaylord Michigan 49735; and the designated agent for CONSERVATION DISTRICT at: OTSEGO CONSERVATION DISTRICT Office, 800 LIVINGSTON Blvd., Suite 4a, Gaylord, Michigan 49735.
6. The COUNTY and the CONSERVATION DISTRICT agree that this agreement is the complete agreement between said parties for the performance of the services contracted; and there are no verbal agreements or understandings between the parties pertaining to this contract.
7. The COUNTY and the CONSERVATION DISTRICT agree that any alteration, modification or change to any term or condition of this contract shall be void unless agreed to by both parties in writing.

IN WITNESS WHEREOF, the UNDERSIGNED COUNTY has executed this Contract at Gaylord, Michigan, on December 21, 2015 and the undersigned CONSERVATION DISTRICT has accepted and executed this contract at Gaylord, Michigan, on December 21, 2016.

FOR THE COUNTY:

KEN BORTON, CHAIRMAN,
OTSEGO COUNTY BOARD OF
COMMISSIONERS

WILLIAM KERR, DIRECTOR,
EQUALIZATION DEPARTMENT
(Designated Contract Agent)

FOR CONSERVATION DISTRICT:



JACK MARLETTE, CHAIRMAN,
OTSEGO CONSERVATION DISTRICT

PATRICIA OSBURN, ADMINISTRATOR
OTSEGO CONSERVATION DISTRICT
(Designated Contract Agent)

ATTACHMENT A

The COUNTY Product covered by this License is the 2016 County Plat Book.

1.1 Plat Book

1.2.1 The plat book will be in color, wire bound, with accurate lined property maps and current ownership labels. Each page will be 8 ½ x 11 1/2.

1.2.2 The (8½ x 11 ½) plat book will consist of 66 pages, broken down as follows:

Files for printing.

- + Township Maps
- + Aerial pages
- + Miscellaneous
- + Advertisement
- + Covers

The miscellaneous pages are further broken down as follows:

- + 1 Table of contents page
- + 1 Land description page
- + 1 Elected Officials page
- + 1 Government directory page
- + 2 County map pages (1 road map pg and 1 school district map pg)
- + 1 Map index page
- + 1 Business directory page
- + 1 Village map page
- + 2 City map pages
- + Owner index pages
- + Street map index pages

1.2.3 The plat book will be copyrighted.

1.2.4 The school district boundaries will be represented on the county highway map.

1.2.5 Each township page will note the adjoining townships page on all four sides.

2.1 Product Delivery:

2.1.1 Product delivery of the 2016 plat book for The CONSERVATION DISTRICT will be November 1, 2016.

2.2.2 The CONSERVATION DISTRICT will be responsible for all advertising layouts and delivery of the layouts to the printer. They will also be responsible for the two CONSERVATION DISTRICT Information pages and the Alpha Business Directory.

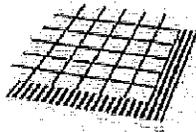
3.1 Licensed Organization:

The Authorized Agency covered by this license is OTSEGO CONSERVATION DISTRICT.

4.1 Fee Schedule:

The Product covered by this License will be delivered to CONSERVATION DISTRICT in exchange for a fixed fee of \$16,725 for 500 plat books.

The CONSERVATION DISTRICT will have an opportunity to review the layout prior to completion. The first point will be immediately following the initial layout of one or two Townships, usually within a week of receiving the digital data. The second opportunity comes following the completion of the layouts of each Township, Village, City and each other page. A final review will come at the completion of the book but prior to producing the individual EPS.



mappingsolutions

Backed by experience, driven by technology.

SERVICES AGREEMENT

For

**Otsego County Department of Equalization
800 Livingston Blvd., Suite 4-A
Gaylord MI 49735**

This agreement dated February 3, 2016 is between MAPPING SOLUTIONS and the Otsego County Department of Equalization (SPONSOR) for MAPPING SOLUTIONS to create and publish a 2016 Plat Book and related map products showing property ownership of land parcels in the unincorporated areas of Otsego County in the State of Michigan which are 5 acres or larger. The Plat Books will be compiled and published using the attached Plat Book Specifications.

PRICING: Initial Final Choices

Product	Initial Quantity	Price Each	Total Price	Initial Choices
Plat Book Publishing File	1		\$6,500	
Plat Books – Original Order – Premium 70# Paper	500	\$8.00	\$4,000	
Reorder Price – 50 Book Minimum		\$8.00		
Premium Wall Maps – Additional purchase is optional; One Free to SPONSOR		\$35.00		
eBooks – Purchase is optional		\$8.00		
Shipping – Initial Order only			\$125	
Total Price of all Products			\$	

WALL MAPS and eBooks – purchase is optional:

- Premium Wall Maps for Otsego County are approximately 36" x 36". Premium Wall Maps are printed in full color on a heavy premium matte luster finish photo paper.
- eBooks are a digital version of our Plat Books and are available on a disc containing a PDF file and are intended for desktops/laptops.
- SPONSOR may order any quantity at any time for price as stated above. Shipping will be added to all reorders.

TERMS:

- \$2,000 down payment is required by the SPONSOR.
- SPONSOR will be invoiced for remaining balance due upon approval of the Proof Book.
- SPONSOR may reorder books at the original initial order price. 50 books minimum; shipping charges apply to all reorders.

SPONSOR will sell advertising and maintains revenue.

ADDITIONAL SPONSOR PARTNERSHIP FEATURES INCLUDED:

MAPPING SOLUTIONS offers a unique set of features to help the SPONSOR sell their books and maps that result from this agreement. These are at no cost and include the following:

- **Complimentary Products** to assist in promoting the new books and maps; one wall map and one SmartMap will be provided to the SPONSOR free of charge.
- **Online Partner Program** makes it easy for the sponsor to sell different products without having to purchase them in advance or provide technical support. See page 4 of this agreement for details.
- **SPONSOR Promotion** provides several ways for users to know who is sponsoring the project at the local level. The SPONSOR can include information about their organization through Sponsor information pages; promoting the organization with additional ads or filler; submitting pictures for the cover; etc. Sponsor information will also be included on Wall Maps, For Sale Signs and on our website.
- **Online Proofing process** utilizes easy to use, proven software that allows one or more people to view and comment on the proof copy, track changes and confirm a final "approval to print" version. Hard copy proofs are also provided.
- **Postcards** will be mailed to several hundred large county landowners to promote the new books and map product, (when addresses are available). This program includes an *additional* free SmartMap and free Wall Map for a drawing for people who visit the SPONSOR to enter their name in the drawing and view the new products.
- **Marketing Materials** include various selling aids to assist in the successful sales of books and maps. These include custom "For Sale" signs, book displays, press releases, digital images to use on your website or newsletter and other assistance.
- **Ongoing Support** is available constantly during the production process to ensure the book contains what is expected. SPONSOR involvement can be as much or as little as desired. Post publication follow up is also provided to ensure that everything met or exceeded expectations.
- **Ad Approval** from each advertiser is provided by MAPPING SOLUTIONS.

SPONSOR REQUIREMENTS:

SPONSOR agrees to initiate their Advertising Sales campaign at least 120 days prior to desired publication date and complete all ad sales at least 60 days prior to desired publication date. MAPPING SOLUTIONS will provide advertising sales aids and develop and design ads as required. Prior to final publication, advertisers will receive proof copies of all ads and MAPPING SOLUTIONS will attempt to get final approval of all ads included in the Plat Book.

Proof Book – Prior to final publication, the SPONSOR will be provided with a digital and hard copy Proof Book to review and submit revisions as required. SPONSOR has up to 14 days to provide feedback via the online proofing process to maintain the production schedule.

DATA AND COPYRIGHT CONDITIONS:

MAPPING SOLUTIONS will acquire all required records and data to complete this agreement. The maps and content will be compiled using the latest information available from the appropriate County Officials and available resources. The digital information needed will be a file that includes the following fields for each individual parcel located in the county: Full Parcel Number, Acres, Owners Name and Complete Address, Legal Description, Section, Township, Range. *It is assumed that there is no charge for data.*

SPONSOR will maintain the book copyright of the 2016 Otsego County Plat Book.

PLAT BOOK SPECIFICATIONS:

MAPPING SOLUTIONS will develop, assemble and deliver products to the SPONSOR as agreed upon and described below. Any revisions to these specifications are subject to additional fees based on labor and services needed and must be mutually accepted by both parties in writing by executing an Addendum to this Services Agreement.

SPONSOR may supply various information about their organization to be included in the Plat Books. This information must be provided in digital format and may include:

Pictures to be used on the Plat Book cover or other open spots in the book (must be in high resolution and permissions are required)

Sponsor information page(s)

Filler information about the Sponsor or county

Materials:

Standard 8.5"x11"

Paper Stock – internal pages – Premium 70#

Cover Stock – 100# semi-gloss

Full Color Printing

Deluxe Spiral Binding

Upgrade options include heavy, coated cover stock and/or 80# glossy internal pages. Pricing and samples upon request.

Standard Pages:

Table of Contents

Map Legend

Key Map/Index Map Page

Landowners Index

Land Description and Measurement Page(s)

Business Directory

Township Map Descriptions:

Each Map will have 2 separate pages:

- Individual Township Road Map Page with Aerials with Long/Lat and Road Address Numbers
- Individual Township Landowner Map Page

Banner Map Header Includes Township Locator and

Township and Range Numbers

Political Town Name

Map order will be :

Geographic order beginning in NW corner of county; down vertically

Subdivision Parcels will not be mapped

Standard font on maps is Century Gothic

Specialty Maps/Content:

County Road Map

County Road Index

Maps of the City of Gaylord and the Village of Vanderbilt

Subdivision Index

School District Map

Government Directory

Elected Officials

ONLINE PARTNER PROGRAM:

This unique program allows the SPONSOR to be compensated for additional revenue generated on its behalf through MAPPING SOLUTIONS' online Map Store.

Requirements for both parties are as follows:

MAPPING SOLUTIONS agrees to:

- Promote and feature the SPONSOR on the online Map Store product page for Otsego County Michigan. This includes SPONSOR organization name, address, phone number, website and logo (if available). This will encourage the user to go directly to the SPONSOR to purchase products.
- Pay the SPONSOR for every item sold through the online Map Store as follows:
 - o SmartMaps = \$20 (this product can only be sold via our online Map Store, due to delivery logistics and technical support requirements)
 - o Wall Maps = \$20
 - o eBooks = \$20
 - o Plat Books = \$20
- Automatically pay the SPONSOR for all items sold through the online Map Store on a calendar quarter basis. A product sold report will be included.
- Refer all phone inquiries we receive for products, other than SmartMaps, directly to the SPONSOR to purchase locally.

SPONSOR agrees to:

- Promote and support the sale of SmartMaps and other products not purchased from MAPPING SOLUTIONS, by referring potential customers directly to our online Map Store.

AGREEMENT:

The terms and provisions of this Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. This Agreement shall be binding upon the parties hereto and their successors and assigns.

This Agreement is signed and approved by the following parties:

SPONSOR

MAPPING SOLUTIONS

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title



Otsego
COUNTY
MICHIGAN

**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: GIS/Mapping Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

DESCRIPTION To account for a contract for services to provide plat books for the

REVENUE Otsego Conservation District

Account Number	Decrease	Increase
618-305-642.020 PLAT Sales	\$	\$ 16,725
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
618-447-920.410 PLAT Service Contracts	\$ 10,785	\$
618-941-999.990 Contrib to Fund Balance	\$ 5,940	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 16,725	\$ 16,725

Rachel Frisch
Department Head Signature 2/17/16
Date

Finance Department
Entered:
By:

Administrator's Signature Date

2/23/16
Board Approval Date (if necessary) Budget Adjustment # Posting Number

OCR 16-04
April 2016 is Social Host Responsibility Month
Otsego County Board of Commissioners
February 23, 2016

WHEREAS, adults who provide alcohol to those below the legal drinking age of 21 are placing those youth at risk for health, safety and legal problems; and

WHEREAS, underage drinking is a problem that affects our community, our health, and our future. It exacts a terrible toll on individuals and families, and places a costly tax burden on the community at large for law enforcement, medical services, and other social services involved in the prevention and treatment of underage drinking; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) estimates that, on average, alcohol is a factor in the deaths of 4,358 young people under age 21 each year. This includes: 1,580 deaths from motor vehicle crashes; 1,269 from homicides; 245 from alcohol poisoning, falls, burns, and drowning; 492 from suicides; and

WHEREAS, youth who start drinking before age 15 years are five times more likely to develop alcohol dependence or abuse later in life than those who begin drinking at or after 21 years; and

WHEREAS, according to the 2012 Michigan Profile for Healthy Youth report, of 14 counties of northern Michigan who participated, an average of 26% of 9th graders and 52% of 11th graders have been drunk in their lifetime; and

WHEREAS, one-hundred percent of any alcohol consumed by a minor came from an adult. At one time, an adult over the age of 21 was in control of the alcohol and a minor gained access to it; and

WHEREAS, it is illegal for adults to knowingly allow their child's friends to drink alcohol in their home, even with the permission of the friends' parents, and adults have the authority and should have the responsibility to take steps to reduce the likelihood that their homes will become venues for underage drinking; now, therefore, be it

RESOLVED, that we Board of Commissioners of the County of Otsego, a Community Committed to UNDERAGE DRINKING PREVENTION, do hereby proclaim that April 2016 is Social Host Responsibility Month. We also call upon all parents, citizens, homeowners and property owners to host gatherings responsibly and take measures to eliminate access of alcohol to persons under the age of 21.

