



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

BOARD OF COMMISSIONERS

REGULAR SESSION

THURSDAY, JANUARY 24, 2008

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Invocation by **Commissioner Don Brown**
5. Adoption of Agenda
6. Approval of Minutes dated 12-13-07, 12-21-07 (special) and 1-10-08 (previously distributed)
7. Public Participation
8. **COMMITTEE REPORTS:**
 - a) Special Budget, January 8 (mailed)
 - b) Justice & Public Safety, January 14 (mailed)
 - c) Legislative & Administrative Services, January 14 (mailed)
 - d) Community Services, January 18 (attached)
 - e) Senior Citizens, January 18 (attached)
 - f) Budget, January 22 (attached)
 - g) Finance, January 23 (attached)
 - h) Ad Hoc to Review Applications for Exemption from Living Wage Policy, January 23 (waived by Finance Committee Chair) (attached)
 - i) Personnel, January 24 (attached)

MACOMB COUNTY BOARD OF COMMISSIONERS

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
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Leon Drolet - District 26

9. **RESOLUTIONS:**

- a) Calling on Comcast to Keep Local Access on Lower Channel Numbers (offered by Lund; recommended by LAS Committee on 1-14-08) (mailed)
- b) Commending Tyler Radlick for Leading the Chesterfield Leos in Becoming a Model Club (offered by Vosburg; recommended by Finance Committee on 1-24-08; copy on file)
- c) Commending Arthur and Josephine Kubiak – 50th Wedding Anniversary (offered by Gielegem; recommended by Finance Committee on 1-24-08; copy on file)

10. Item Waived to Full Board by Operational Services Committee Chair:

- a) Approve Addendum to WiFi Rooftop License/Lease Agreement with Central Solution (mailed)

11. Request to Purchase Previous Service Time (mailed)

12. **APPOINTMENTS:**

a) **LOCAL EMERGENCY PLANNING COMMITTEE**

(letter from Acting Director, Office of Emergency Management, was mailed)

b) **SUBSTANCE ABUSE ADVISORY COUNCIL**

1 reappointment

(1 application was mailed)

13. New Business

14. Public Participation

15. Roll Call

16. Adjournment



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JANUARY 8, 2008

TO: BOARD OF COMMISSIONERS

FROM: DON BROWN, CHAIR, BUDGET COMMITTEE

**RE: RECOMMENDATION FROM SPECIAL BUDGET COMMITTEE
MEETING OF JANUARY 8, 2008**

At a **special meeting** of the Budget Committee, held Tuesday, January 8, 2008, the following recommendation was made and is being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY GIELEGHEM, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS ACCEPT THE REVENUE AND EXPENDITURE CHANGES TOTALING \$1,451,263 AS OUTLINED ON EXHIBIT I AND REQUEST THAT THE DEPARTMENT HEADS VERIFY WITH THE FINANCE DEPARTMENT THE LINE ITEMS IN THEIR BUDGET THAT WOULD BE CHANGED. **THE MOTION CARRIED WITH DeSAELE AND ROBERTS VOTING "NO" ON THE HEALTH DEPARTMENT REDUCTIONS.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR BROWN, SUPPORTED BY VICE CHAIR SAUGER.

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RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Review the departmental expenditure reductions and revenue enhancements as outlined in the attached memorandum from Mr. David Diegel dated January 2, 2008

INTRODUCED BY: Commissioner Don Brown, Chair, Budget Committee

COMMITTEE/MEETING DATE

Budget (Spec. Mtg.) 01-08-08 *Approved*

Full Board 1-24-08



FINANCE DEPARTMENT

10 N. Main St., 12th Floor
Mount Clemens, Michigan 48043
586-469-5250 FAX 586-469-5847

January 2, 2008

David M. Diegel
Finance Director

John H. Foster
Assistant Finance Director

Robert Grzanka, C.P.A.
Internal Audit Manager

Stephen L. Smigiel, C.P.A.
Accounting Manager

Commissioner Don Brown, Chair
and Members of the Budget Committee
9th Floor-Administrative Building
Mount Clemens, Michigan 48043

Dear Commissioner:

My office previously projected that the County would incur a deficit on the order of \$12 million in 2008 if we continued operating at 2007 levels.

The Budget Committee at its meeting of December 11, 2007, adopted revenue and expenditure changes that netted \$2,357,850 and authorized the transfer of \$3 million from the Revenue Sharing Reserve Surplus account.

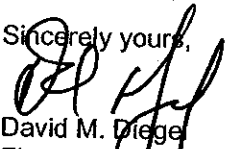
Subsequent to that meeting you convened a meeting of the Committee Chairs and they agreed to work with their respective operating departments to seek further expenditure reductions or revenue enhancements. As a result of that effort an additional \$1,451,263 in potential savings has been identified (Exhibit I), assuming adoption by the Budget Committee, leaving the projected 2008 deficit at \$5.2 million as follows:

Original Projected Deficit:	\$12,037,399
December 11, 2007 Budget Committee Action:	
--Budget Adjustments	(2,357,850)
--Revenue Sharing Transfer	(3,000,000)
January 8, 2008 Budgetary Savings:	
--(Assuming Full Adoption)	(1,451,263)
Balance:	<u>\$ 5,228,286</u>

If the Budget Committee adopts Exhibit I in its entirety, the projected deficit will be reduced to \$5,228,286 before taking effect of any wage and benefit concessions negotiated by the County.

You will recall that the 2008 projected deficit did not include any wage or benefit increases above 2007 levels. Any negotiated wage and benefit reductions below 2007 levels will further reduce the projected deficit.

Sincerely yours,


David M. Diegel
Finance Director

DMD:ts

Enclosures

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COMMITTEE	DEPARTMENTAL RESPONSIBILITY	REVENUE	EXPENSES	TOTAL	ACTION TAKEN/REQUIRED
BUDGET	EQUALIZATION	\$ -	\$ -	-	REDUCE PERSONNEL
COMMUNITY SERVICES	COMMUNITY SERVICES AGENCY	\$ 31,642	-	-	INCREASE REVENUE SOURCE
	VETERANS SERVICES LIBRARY	\$ -	\$ 20,000	-	GRAVE MARKER REDUCTION TO \$100
	MSU EXTENSION SERVICES	\$ -	\$ 108,718	-	REDUCE 2 POS IN JANUARY
		\$ -	\$ 55,263	-	REDUCE OPERATING
FINANCE	FINANCE DEPARTMENT	\$ -	\$ -	-	REDUCE PERSONNEL
	PURCHASING	\$ -	\$ 6,220	-	REDUCE PERSONNEL
	RISK MANAGEMENT	\$ -	\$ 8,500	-	JANUARY FINANCE COMM
	TREASURER	N/A	N/A	-	JANUARY FINANCE COMM
HEALTH SERVICES	DEPT OF HUMAN SERVICES (FIA)	\$ -	\$ -	-	SERVICE REDUCTION
	HEALTH DEPARTMENT	\$ -	\$ 60,000	-	SERVICE REDUCTION
	COMMUNITY MENTAL HEALTH	\$ -	\$ 100,000	-	REDUCE OPERATING
	SUBSTANCE ABUSE	\$ -	\$ -	-	SERVICE REDUCTION
	MARTHA T BERRY	\$ -	\$ -	-	SERVICE REDUCTION
	CIRCUIT COURT	\$ -	\$ -	-	UNK
	DISTRICT COURT I	\$ -	\$ -	-	
	DISTRICT COURT II	\$ -	\$ -	-	
	PROBATE COURT	\$ -	\$ -	-	
	FAMILY COURT-JUVENILE	\$ -	\$ 35,000	-	REDUCE OPERATING
	FRIEND OF THE COURT	\$ -	\$ 191,870	-	REDUCE OPERATING
	REIMBURSEMENT	\$ -	\$ -	-	REDUCE OPERATING
	PROBATION-CIRCUIT	\$ -	\$ 5,000	-	REDUCE OPERATING
PROBATION-DISTRICT	\$ -	\$ -	-	REV ENCHANCEMENT	
PROSECUTING ATTORNEY	\$ 10,000	\$ -	-	REDUCE PERSONNEL	
SHERIFF DEPARTMENT	\$ -	\$ -	-	ALREADY REDUCED \$500,000	
ORDINANCE CHARGES	\$ -	\$ -	-	NEED MEETING W/SHERIFF	
COMMUNITY CORRECTIONS	\$ -	\$ -	-	REDUCE OPERATING	
BUILDING SAFETY (BLUE COATS)	\$ -	\$ 11,300	-	CLOSE 1ST FLOOR ADMIN BUILDING	
LAW LIBRARY	\$ -	\$ 30,000	-	REDUCE OPERATING	
JUVENILE JUSTICE CENTER	\$ -	\$ 5,850	-	REDUCE OPERATING	
EMERGENCY MANAGEMENT	\$ -	\$ 100,000	-	IF LAUNDRY OUTSOURCED	
TECHNICAL SERVICES	\$ -	\$ 3,000	-	REDUCE OPERATING	
CHILD CARE	\$ -	\$ 6,000	-	REDUCE OPERATING	
		\$ -	\$ -	-	REDUCE SERVICE
LASC	COUNTY CLERK/REGISTER OF DEEDS	\$ 100,000	\$ -	-	12.5 TO .18 CENTS BULK SALES ROD
	INFORMATIONAL TECHNOLOGY	\$ -	\$ -	-	
	TELECOMMUNICATIONS/REPAIRS CHARGES	\$ -	\$ 86,000	-	REDUCE CELL PHONE COSTS PER IT DIR
	CORPORATION COUNSEL BOARD OF COMMISSIONERS	\$ -	\$ -	-	IF APPROVED

EXHIBIT I

COMMITTEE	DEPARTMENTAL RESPONSIBILITY	REVENUE	EXPENSES	TOTAL	ACTION TAKEN/REQUIRED
OPERATIONAL SERVICES	PUBLIC WORKS	\$ -	\$ 111,192		PER NANCY RYAN MEMO DATE NOV, 2007
	ROAD				
	FACILITIES AND OPERATIONS	\$ -	\$ 76,942		ELIM 1 CUSTODIAN POS & REDUCE PAPER TOWEL COSTS
	F & O SECURITY (GRAY COATS) PARKS & RECREATION	\$ -	\$ -		REDUCE PERSONNEL ALREADY READY REDUCED \$100,000
PERSONNEL	HUMAN RESOURCES	\$ -	\$ 53,766		FREEZE A/C FOR ENTIRE 2008 FUNDING NOT IN BUDGET
	OMBUDSPERSON	\$ -	\$ -		
PED	PLANNING	\$ 75,000	\$ -		FROM BLOCK GRANT TO PAY FOR PROG MANAGER
SENIOR CITIZENS	SENIOR CITIZENS SERVICES	\$ 110,000	\$ -		INCR RATES FOR ADULT DAY CARE PER DIRECTOR
	SENIOR LEGAL SERVICES AREA AGENCY ON AGING	\$ -	\$ -		
NON-DEPARTMENTAL	IT CAP IMP FUND	\$ -	\$ 50,000		REDUCE COMP EQUIPMENT REPL
TOTAL		\$ 326,642	\$ 1,124,621	\$ 1,451,263	



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JANUARY 14, 2008

TO: BOARD OF COMMISSIONERS

FROM: KEITH RENGERT, CHAIR
JUSTICE AND PUBLIC SAFETY COMMITTEE

RE: RECOMMENDATION FROM JUSTICE AND PUBLIC
SAFETY COMMITTEE MEETING OF 01-14-08

At a meeting of the Justice and Public Safety Committee, held Monday, January 14, 2008, the following recommendation was made and is being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY VOSBURG, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE BOARD CHAIRMAN TO SIGN AMENDMENT NO. 2 TO THE JUNE 24, 2004 MEMORANDUM OF AGREEMENT BETWEEN THE MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM AND MACOMB COUNTY IN REFERENCE TO ADDITIONAL CREDITS BEING RECEIVED FOR ADDITIONAL INFRASTRUCTURE THAT HAS BEEN ADDED TO THE COUNTY'S 800 MHz RADIO SYSTEM. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR RENGERT, SUPPORTED BY VICE CHAIR BRDAK.

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Leon Drolet - District 26

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Authorize the Board Chairman to sign Amendment No. 2 to the June 24, 2004 Memorandum of Agreement between the Michigan Public Safety Communications System and Macomb County in reference to additional credits being received for additional infrastructure that has been added to the county's 800 MHz Radio System.

INTRODUCED BY: Commissioner Keith Rengert, Chairman, Justice & Public Safety Committee

See attached report.

COMMITTEE/MEETING DATE

JPS

1-14-08

Approved

Full Board

1-24-08



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JANUARY 14, 2008

TO: BOARD OF COMMISSIONERS

**FROM: PETER LUND, CHAIR
LEGISLATIVE & ADMINISTRATIVE SERVICES COMMITTEE**

**RE: RECOMMENDATIONS FROM LEGISLATIVE & ADMINISTRATIVE
SERVICES COMMITTEE MEETING OF 01-14-08**

At a meeting of the Legislative & Administrative Services Committee, held Monday, January 14, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY SZCZEPANSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE COUNTY CLERK/REGISTER OF DEEDS TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR A CREDIT CARD PROCESSING MACHINE FOR THE REGISTER OF DEEDS OFFICE AND REPORT BACK TO THE BOARD WITH A RECOMMENDATION AND REQUEST FOR PURCHASE OF THE EQUIPMENT. FURTHER, TO BROADEN THE RFP TO INCLUDE ALL COUNTYWIDE DEPARTMENTS THAT ARE INTERESTED. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY JOAN FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE COUNTY CLERK AND REGISTER OF DEEDS OFFICE TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR AN ELECTRONIC CHECK PROCESSING SYSTEM AND REPORT BACK TO THE BOARD WITH A RECOMMENDATION AND REQUEST FOR PURCHASE OF THE EQUIPMENT. FURTHER, TO BROADEN THE RFP TO INCLUDE ALL COUNTYWIDE DEPARTMENTS THAT ARE INTERESTED. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE PURCHASE AND INSTALLATION OF A BUILDING SECURITY SYSTEM FOR MARTHA T. BERRY CONSISTING OF 10 SURVEILLANCE CAMERAS AT A COST NOT TO EXCEED \$38,505.43; FUNDING IS AVAILABLE IN THE MARTHA T. BERRY OPERATING BUDGET. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR LUND, SUPPORTED BY VICE CHAIR SWITALSKI.

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RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: AUTHORIZE THE COUNTY CLERK/REGISTER OF DEEDS TO ISSUE A REQUEST FOR PROPOSAL FOR A CREDIT CARD PROCESSING MACHINE FOR THE REGISTER OF DEEDS OFFICE AND REPORT BACK TO THE BOARD WITH A RECOMMENDATION AND REQUEST FOR PURCHASE OF THE EQUIPMENT. *(see below)

BACKGROUND:

In 1997, the Macomb County Clerk was believed to be among the first county clerks in Michigan to accept credit cards for court transactions, making paying and auditing easier. The County Clerk would now like to include the Register of Deeds Office as offering this service. Only a handful of other county's accept credit cards at no cost in their Register of Deeds Offices. Macomb County should be one of those counties. It would benefit customers by making it easier to pay when the exact amount due is not known ahead of time.

Customers most often send in multiple documents to be recorded at once. If there is a tiny mistake in any of the documents, then the entire stack is returned with the check and nothing is recorded until the correction is made. If customers are able to use a credit card, they would be able to have all correct documents filed when presented and not risk losing a recording fee because one of several documents had a mistake. Customers would not have to worry about what the exact fee is in advance because they would not be preparing a check ahead of time.

Also, many people use their credit cards to gain points towards rewards. If they were able to use their card at the Register of Deeds Office, including for the transfer tax, they would be able to gain a great deal of points towards rewards.

It is very difficult to predict the number of transactions and the amount of sales that would take place by credit card in the Register of Deeds Office. However, it is estimated \$500,000 in revenue or 30,000 recorded documents per year might be paid for with credit cards if that option was available to customers.

For these reasons, the County Clerk would like to issue an RFP for a credit card processing machine for the Register of Deeds Office and report back to the Board with a recommendation and request for purchase of the equipment.

** At the LAS Committee meeting, the following action was taken:
A friendly amendment by Commissioner Doherty was accepted as follows:
"To broaden the RFP to include all countywide departments that are interested."*

INTRODUCED BY: COMMISSIONER PETER LUND, CHAIRPERSON
LEGISLATIVE & ADMINISTRATIVE SERVICES COMMITTEE

COMMITTEE/MEETING DATE:

LAS 01-14-08 *Approved*

Full Board 1-24-08

DLW

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: AUTHORIZE THE COUNTY CLERK AND REGISTER OF DEEDS OFFICE TO ISSUE A REQUEST FOR PROPOSAL FOR AN ELECTRONIC CHECK PROCESSING SYSTEM AND REPORT BACK TO THE BOARD WITH A RECOMMENDATION AND REQUEST FOR PURCHASE OF THE EQUIPMENT. * (see below)

* At the LAS Committee meeting, Chair Lund suggested that language be incorporated into the motion to broaden the RFP to include all countywide departments that are interested.

Dick

INTRODUCED BY: COMMISSIONER PETER LUND, CHAIRPERSON
LEGISLATIVE & ADMINISTRATIVE SERVICES COMMITTEE

COMMITTEE/MEETING DATE:
LAS 01-14-08 *Approved*
Full Board *1-24-08*

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the purchase and installation of a Building Security System for Martha T. Berry, consisting of ten (10) surveillance cameras at a cost not to exceed \$38,505.43; funding is available in the Martha T. Berry Operating Budget.

INTRODUCED BY: Commissioner Peter Lund, Chairperson-Legislative & Administrative Services Committee

COMMITTEE/MEETING DATE

LASC January 14, 2008

Full Board 1-24-08

Approved



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January 18, 2008

TO: BOARD OF COMMISSIONERS

**FROM: KATHY TOCCO, CHAIR
COMMUNITY SERVICES COMMITTEE**

**RE: RECOMMENDATIONS FROM COMMUNITY SERVICES
COMMITTEE MEETING OF JANUARY 18, 2008**

At a meeting of the Community Services Committee, held Friday, January 18, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SLINDE, SUPPORTED BY ROBERTS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE MACOMB MSU EXTENSION TO RECEIVE \$35,000 FROM LOCAL SCHOOLS, COMMUNITY ORGANIZATIONS AND THE MSU EXTENSION TO SUPPORT THE GREAT LAKES EDUCATION PROGRAM FROM JANUARY 1, 2008 UNTIL FUNDS ARE FULLY EXPENDED. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SLINDE, SUPPORTED BY RENGERT, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE MACOMB COUNTY COMMUNITY SERVICES AGENCY TO RECEIVE \$39,732 FROM SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART) UNDER THE SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY CAMPHOUS-PETERSON, SUPPORTED BY ROBERTS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE MACOMB COUNTY COMMUNITY SERVICES AGENCY TO RECEIVE \$13,000 FROM THE DEPARTMENT OF HUMAN SERVICES TO PROVIDE TAX PREPARATION ASSISTANCE FOR LOW-INCOME FAMILIES. **THE MOTION CARRIED.**

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4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY CAMPHOUS-PETERSON, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE MACOMB COUNTY COMMUNITY SERVICES AGENCY TO RECEIVE \$100,665 FROM THE MICHIGAN COMMUNITY ACTION AGENCY ASSOCIATION TO PROVIDE WEATHERIZATION AND CLIENT EDUCATION SERVICES. **THE MOTION CARRIED.**

5. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY TORRICE, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE MACOMB COUNTY COMMUNITY SERVICES AGENCY TO CREATE AND FILL ONE PART-TIME ASSISTANT FIELD WORKER AT NO COST TO THE COUNTY. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR TOCCO, SUPPORTED BY VICE-CHAIR DROLET.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION Authorize Macomb MSU Extension to receive \$35,000 from local schools, community organizations and the MSU Extension to support the Great Lakes Education Program from January 1, 2008, until funds are fully expended.

INTRODUCED BY: Kathy Tocco, Chairman

Community Services Committee

This program provides 4th grade classes with water quality activities through educational classroom and field experiences. This money will provide partial support to the Macomb County classes that will be participating in the spring and fall of 2008.

The dollars will be used to provide administrative support to Macomb MSU Extension for program development, expansion and will contribute toward making this program self-supporting.

COMMITTEE MEETING DATE

Community Services Jan. 18, 2008

Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE 1/24/2008

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Recommend that the Macomb County Board of Commissioners

authorize the Macomb County Community Services Agency to receive \$39,732 from Suburban

Mobility Authority for Regional Transportation (SMART) under the Specialized Services

Operating Assistance Program.

INTRODUCED BY: Commissioner Kathy Tocco, Chair Community Services Committee

Background

The purpose of this contract is to pass through operating assistance funding received from the Michigan Department of Transportation (MDOT) to Suburban Mobility Authority for Regional Transportation (SMART). The funds are allocated locally by (SMART). These grant funds have been made available to us since FY 1989.

Period of Performance: October 1, 2007 through September 30, 2008

Funding Amount: \$39,732 (Same level of funding as last year. No County match requirement)

Funding Utilization

These funds which supplement our Transportation budget, are designed to provide services to the elderly and persons with disabilities referred by our Community Action Centers.

Customer Eligibility Requirements

An applicant will be considered eligible if the individual meets the following criteria:

- At or older than the age of 65; and/or
- Disabled; and
- Be at or below the 200% poverty level would be eligible to receive services. For example, a family of four's (4) income cannot exceed \$41,304.

COMMITTEE/MEETING DATE

Community Services 1-18-08

Full Board 1-24-08

RESOLUTION NO. _____ FULL BOARD MEETING DATE 1/24/2008

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend that the Board of Commissioners authorize the

Macomb County Community Services Agency to receive \$13,000 from the Department

of Human Services to provide Tax Preparation Assistance for low-income families.

INTRODUCED BY: Commissioner Kathy Tocco, Chair Community Services Committee

Background

The Department of Human Services distributed discretionary Community Service Block Grant (CSBG) funds to Community Action Agencies statewide to provide tax preparation assistance and to promote earned Income Tax Credit filing by low-income individuals. No allocation exceeded \$13,000.

Period of Performance: January 1, 2008 through June 30, 2008

Funding Amount: \$13,000 – (\$3,000 more than last year. No County match required)

Funding Utilization

All funds under this grant are being designated to supplement staff wages during the training and implementation of the program. No grant funds will be expended on training, software or the actual e-filing as they will be provided free of charge. Further, no County funds will be used to supplement this service. Community Action Centers office hours will extend office hours to accommodate customers. Funds for this program would be used to supplement staff wages during extended hours of operation.

Customer Eligibility Requirements

Individuals at or below the 200% poverty level would be eligible to receive services. For example, a family of four's (4) income cannot exceed \$41,304.

COMMITTEE/MEETING DATE

Community Services 1-18-08
Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE 1/24/2008

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Recommend that the Macomb County Board of Commissioners
authorize the Macomb County Community Services Agency to receive \$100,665 from the
Michigan Community Action Agency Association to provide weatherization and client education
services.

INTRODUCED BY: Commissioner Kathy Tocco, Chair Community Services Committee

Background

On December 6, 2007, the Michigan Public Service Commission amended a funding award issued on November 29, 2007 in the amount of 5 million dollars to the Michigan Community Action Agency Association to provide weatherization and client education. Through formula allocation, funds were distributed to Community Action Agencies statewide.

Funding Amount: \$100,665 (No County match required)

Period of Performance: November 21, 2007 through August 31, 2008

Funding Utilization

We will utilize these funds for the purpose of enhancing and supplementing current Weatherization measures. In addition to measures such as furnace repair and replacement, roof replacement, attic, sidewall, and foundation insulation, caulking and weather stripping, in hopes of achieving energy savings of 30% or better for our customers, we plan to concentrate these funds on electrical based measures such as compact fluorescent light bulbs and refrigerator replacement. By leveraging these funds with existing Department of Energy funds, we will offer optimum services and savings to our customers.

The client education portion of the grant will be used to provide energy education to our customers through the use of one on one energy education, group or classroom education. Any customer receiving any energy assistance is eligible for energy education training and will receive an energy kit.

We also plan to collaborate with community partners both within and outside the Agency to provide client education to targeted groups of individuals. In particular, we will work with senior citizens and children/youth that reside within lower income areas of the County to introduce energy consumption and conservation concepts and practices.

Customer Eligibility Requirements

An applicant will be considered eligible if the individual is at or below 200% poverty level in accordance with Community Services Policy Guidelines. For example, a family of four's (4) income cannot exceed \$41,304.

COMMITTEE/MEETING DATE

Community Services 1-18-08
Full Board 1-24-08

RESOLUTION NO. _____ FULL BOARD MEETING DATE 1/24/2008

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend that the Macomb County Board of Commissioners authorize
the Macomb County Community Services Agency to create and fill one part-time Assistant Field
Worker.

INTRODUCED BY: Commissioner Kathy Tocco, Chair Community Services Committee

Background

In anticipation of federal/state funding, this position was included as part of our 2008 budget submission. Successful acquisition of federal and state resources necessitated the need to increase our staff capacity. In order to utilize these funds and provide adequate service to our customers, we are requesting the additional staff support.

No County funds will be used to support this position.

COMMITTEE/MEETING DATE

Community Services	1-18-08
<i>Full Board</i>	<i>1-24-08</i>

*added to agenda
1-18-08*



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

JANUARY 18, 2008

TO: BOARD OF COMMISSIONERS
FROM: PAUL GIELEGHEM, CHAIR
SENIOR CITIZENS COMMITTEE
RE: RECOMMENDATIONS FROM SENIOR CITIZENS COMMITTEE MEETING OF
JANUARY 18, 2008

At a meeting of the Senior Citizens Committee, held Friday, January 18, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DeSAELE, SUPPORTED BY ROCCA, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR WITH CONTINUATION OF EXISTING SMART SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD-PARTY CONTRACT FOR FISCAL YEAR 2008. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY SWITALSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR WITH CONTINUATION OF EXISTING MORC HOME CARE, INC., MI CHOICE WAIVER PROGRAM SUBCONTRACTOR AGREEMENT, AS AMENDED. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DeSAELE, SUPPORTED BY ROCCA, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS ACCEPT RMS COMMUNICATIONS CHECK #74144 IN THE AMOUNT OF \$348 AND RMS COMMUNICATIONS CHECK #73804 IN THE AMOUNT OF \$105 (TOTAL \$453). DONATION WILL OFFSET COSTS AND EXPENSES AT SENIOR SEMINARS, TRAININGS, CONFERENCES, AND SPECIAL EVENTS. **THE MOTION CARRIED.**

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY ROCCA, SUPPORTED BY SWITALSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR THAT FUTURE RMS COMMUNICATIONS GROUP FUNDS RECEIVED BY SENIOR CITIZEN SERVICES SHALL BE DEPOSITED INTO SENIOR CITIZEN SERVICES SPECIAL NEEDS ACCOUNT. SUCH FUNDS SHALL OFFSET COSTS AND EXPENSES AT SENIOR SEMINARS, TRAININGS, CONFERENCES, AND SPECIAL EVENTS. **THE MOTION CARRIED.**

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Philis DeSaele - District 10

Ed Szczepanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gieleghem - District 19
Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

5. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS TERMINATE THE AGREEMENT WITH BENEFIT CONTROL METHODS AND BEGIN THE PROCESS OF STARTING AN AGREEMENT WITH NACo AND NOTIFY PARTICIPANTS. FURTHER, THAT MACOMB COUNTY NOT MAKE ANY MORE PAYMENTS TO BENEFIT CONTROL METHODS UNTIL RESOLUTION OF THE ENTIRE DISPUTE. **THE MOTION CARRIED.**

6. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY SWITALSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS TERMINATE THE 18-59 PROGRAM GIVING BENEFIT CONTROL METHODS 30-DAY NOTICE AND TO TERMINATE THAT PROGRAM WITH THE LETTER THAT CORPORATION COUNSEL SUGGESTED. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR GIELEGHEM, SUPPORTED BY VICE CHAIR ROCCA.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION: to concur with continuation of existing SMART Specialized Services
Operating Assistance Program Third-Party Contract for Fiscal Year 2008

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela J. Willis, Director Senior Citizen Services

COMMITTEE/MEETING DATE

Seniors 1-18-08 Approved
Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION: Concur with continuation of existing MORC HOME CARE, INC., MI Choice Waiver Program Subcontractor Agreement. * see below

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela J. Willis, Director Senior Citizen Services

* At the Senior Citizens Committee meeting, Chair Gielegem called for a motion to include the changes that Ms. Jill Smith provided pertaining to pages 1, 4, 6, 7 and 8. There were no objections.

DM

COMMITTEE/MEETING DATE

Seniors 1-18-08 Approved
Full Board 1-24-08

Item # 7

Senior Citizens
Committee 1-18-08

Distributed

RECEIVED
JAN 11 2008

Risk Management & Safety

TO: George Brumbaugh
Corporation Counsel

FROM: Angela Willis, Director
Senior Citizen Services

SUBJECT: Review of continuation of Subcontract Agreement

Title: MORC Home Care, Inc., MI Choice Waiver Program Subcontract Agreement

File#: _____

Department: Senior Citizen Services Contact Person: Angela Willis

Date Submitted: 01/09/08 Telephone No.: 586-469-6304

Status: Check appropriate box

Initial

Amendment

Extension

Final

Other

(Please Explain Below)

Other Please forward this document to the office below your corresponding office. Finance

Department - please forward back to Senior Services.

OFFICE OF CORPORATION COUNSEL

Approved [Signature]

Date 1/10/08

Rejected _____

Date _____

OFFICE OF RISK MANAGEMENT

Approved [Signature]

Date 1/14/08

Rejected _____

Date _____

FINANCE DEPARTMENT

Approved [Signature]

Date 1/15/08

Rejected _____

Date _____

Contract/Program Synopsis

*When Rejected Attach Explanation

* Subject to Tax charges on pages 1, 4, 6, 7, 8.

Page 1 of 1

RECEIVED

JAN 14 2008

MACOMB COUNTY
FINANCE

**MORC HOME CARE INC.
16200 19 MILE ROAD, P.O. BOX 380710
CLINTON TOWNSHIP, MICHIGAN 48038-0070**

**MI CHOICE WAIVER PROGRAM
SUBCONTRACTOR AGREEMENT**

PROVIDER'S NAME: MACOMB COUNTY DEPARTMENT OF SENIOR CITIZENS SERVICES			
MAILING ADDRESS (NO. & STREET): 21855 DUNHAM RD. SUITE 6			P.O. BOX:
CITY: CLINTON TOWNSHIP	STATE: MICHIGAN	ZIP CODE: 48036	PHONE NUMBER: 586-469-5839 FAX: 586-466-6808 EMAIL:
CONTACT PERSON: KATHRYN E. DODGE <i>ANGELA WILLIS</i>		TITLE: DIRECTOR	
PROVIDER GROUP CODE: 1500 COUNTIES SERVICED: MACOMB		FEIN OR SOCIAL SECURITY NUMBER: 38-6004868 NPI NUMBER:	

This Subcontractor Agreement (together with all attachments and addenda hereto, this "Agreement") between MORC Home Care, Inc. and **MACOMB COUNTY DEPARTMENT OF SENIOR CITIZENS SERVICES** hereafter referred to as "Provider Agency", is to promote the development of a comprehensive and coordinated service delivery system to meet the needs of those individuals who are "medically eligible" for institutional placement as established by the Michigan Department of Community Health under the guidelines of the Federal Home and Community-Based Services Waiver for the Elderly and Disabled.

This Agreement is effective as of the 1st day of October 2007 and shall continue until terminated by either party in accordance with the terms and conditions herein.

This Agreement provides a mechanism for the creation of an individualized network of community resources on a Participant-by-Participant basis, through MORC Home Care, Inc.

OBJECTIVES

- To promote the mutual goal of maximizing independent functioning of eligible adults and avoiding institutional placement.
- To maintain a climate of cooperation and consultation with and between agencies in order to achieve maximum efficiency and effectiveness among all agencies serving waiver participants.
- To avoid and/or reduce service duplication and fragmentation in the service area.
- To share information and resources, and advocate for the development of comprehensive community-based long-term care services in the service area.

The parties of the Agreement will, whenever possible, provide technical assistance and consultation to each other on matters pertaining to actual service delivery; will share, as appropriate, the findings of research and results of service delivery; and share relevant needs assessment information and activities so that the resources of concerned agencies may be maximized.

TERMS OF AGREEMENT

A. MORC Home Care, Inc. ("MORC") shall:

1. Provide comprehensive Support Coordination services to individuals who are medically eligible for institutionalization, and who are determined by MORC to be eligible for the MI Choice Waiver Program for the Elderly and Disabled. The responsibilities of MORC shall include:
 - (a) Prescreening all individuals referred for medical and financial eligibility.
 - (b) Participant assessment, using assessment tools provided by the Michigan Department of Community Health;
 - (c) Care plan development, in consultation with the Participant's physician, and family, which plan is to include a determination of the frequency and duration of all services required under the care plan;
 - (d) Service negotiation, including arranging all health and human services as outlined in the care plan in a manner that maximizes all reimbursement sources available;
 - (e) Care plan monitoring, to track Participant progress, through direct observational visits; and
 - (f) Participant re-assessment, and appropriate care plan modification.
2. Provide technical assistance to the Provider Agency, as requested by the Provider Agency and as is otherwise available.
3. Use prescreening and assessment tools developed and required by the Michigan Department of Community Health, for use by MORC staff.
4. Offer the Provider Agency information regarding the service utilization patterns of waiver participants.

B. The Provider Agency shall:

1. Accept and serve on a priority basis waiver participants referred to it by MORC. Where openings do not exist in the Provider Agency caseload, the Provider Agency shall work with MORC to find suitable alternative arrangements in order to meet the needs of the Participant.
2. Accept the comprehensive assessment as completed by the MORC waiver program staff and refrain from conducting duplicative assessment or re-assessment activities.
3. Provide service delivery as prescribed in the Plan of Care received from the MORC staff during service requisition.
4. Accept the agreed upon payment for services and never solicit monetary donations from the Participant.
5. Provide the MORC staff with regular, on-going feedback, regarding participants referred to it for services.
6. Inform the MORC staff of the appropriate Provider Agency contact person to be notified in care plan development and modification.
7. Immediately notify the MORC staff if, for any reason, the Provider Agency is unable to provide service to the participant, as negotiated, or if a service is not provided as agreed to.

8. Comply with all licensing standards as may be prescribed, to assure quality of services delivered to waiver participants, to comply with all service standards and definitions as established by the Michigan Department of Community Health and/or MORC (Private provider agencies must submit copies of current license with this signed agreement.)
9. Follow the MORC pre-screening criteria when referring individuals to MORC who may be eligible for the MI Choice Waiver program.
10. Be prohibited, during the term of the Agreement, from competing with MORC on any federal/state bid to become a MI Choice Waiver Agent.
11. Not directly or indirectly recruit, solicit, induce, or attempt to induce or hire or engage any employees, independent contractors or associates of MORC or its affiliates without MORC's prior written consent. Conversely, MORC shall not directly or indirectly recruit, solicit, induce, or attempt to induce or hire or engage any employees, independent contractors or associates of the Provider Agency without its prior written consent.
12. Not directly or indirectly solicit, divert, take away or attempt to divert or take away from MORC or interfere with any of the business or patronage of any of its current or prospective participants, vendors, or suppliers, or induce or attempt to induce any such person to cease doing business with (or not do business with) MORC or otherwise reduce the amount of business it does with MORC without MORC's prior written consent.
13. Keep all of MORC's Confidential Information of MORC and its affiliates confidential and shall not disclose the Confidential Information to any other entity or any person without the express permission of MORC. Confidential Information includes without limit, MORC and its affiliates' business processes, written policies and procedures, and other proprietary information. In the event that the Provider Agency receives a request to disclose the Confidential Information, it shall promptly notify MORC and consult with MORC regarding requested disclosure.
14. Indemnify, save, and hold harmless MORC and the Michigan Department of Community Health against expense or liability of any kind arising out of service delivery performed by the Provider Agency, and to immediately notify the MORC staff if the Provider Agency becomes involved in, or is threatened with litigation related to any MORC Participant.
15. Maintain, in effect at all times during the course of this Agreement, insurance coverage as indicated and required by the Michigan Department of Community Health, including Worker's Compensation, unemployment insurance, fidelity bonding for persons handling cash, facility insurance, no fault vehicle insurance and public liability insurance. Further, Provider Agency shall submit at the beginning of this Agreement and annually thereafter, Certificates of Insurance listing MORC as the "Certificate Holder" or an "Additional Insured". If any of these listed insurance coverage's expire during the term of this Agreement the Provider Agency shall deliver certificates of insurance coverage / renewal to MORC at least ten (10) days prior to the expiration date.
16. Protect Participant confidentiality, and agree to not identify MORC waiver participants by name or otherwise; in any reports, without prior consent from the Participant, and approval by MORC and the Michigan Department of Community Health ("MDCH"). Provider Agency acknowledges that: (a) limitations exist on both the Provider Agency and the MORC staff regarding the disclosure of information about a Participant; (b) the law treats all communication received from the Participant as confidential, whether oral or written, including records derived from those communications; (c) the disclosure of information to others does not, by itself, abrogate a Participant's expectation of privacy as protected by law; and (d) those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure. As such, Provider Agency acknowledges and agrees that it is permissible for the MORC staff to share with or request

information from a provider agency for the purpose of better serving the Participant based on the general release of information obtained from the Participant in writing by the MORC staff at the time of the initial assessment.

17. Accept from and share any information that may be necessary to better serve the Participant that may be viewed as confidential, upon receipt of a copy of the general release of information signed by the Participant, and avoid requiring the signing of additional release by the Participant.
18. Undertake all work and/or services performed by the Provider Agency and/or any of its employees pursuant to this Agreement as an independent contractor and not as an agent or employee of MORC. In addition, Provider Agency acknowledges and agrees that: ~~(a) it has no direct or indirect legal, financial or agency relationship of any kind or nature whatsoever with the State of Michigan or MDCH; (b) neither the State of Michigan nor MDCH shall be considered or deemed a party to this Agreement; and (c) MORC has no authority to bind or commit any such parties to any term or condition of this Agreement.~~ Moreover, Provider Agency acknowledges that it shall not have legal recourse against such parties as a result of, or in any way related to, this Agreement.
19. MORC may, in its sole discretion, immediately cancel this Agreement and have no further obligation to Provider Agency: (a) upon Provider Agency's material breach of any term of this Agreement; (b) if sufficient federal and state funds are unavailable to MORC to continue to engage Provider Agency's services; (c) if the Provider Agency, an officer of the Provider Agency, or any owner of the Provider Agency is arrested for a criminal offense incident to the application for, or performance of, a public or private contract or subcontract, or for any felony; (d) or if any of the foregoing persons are arrested for any other criminal offense which in the sole discretion of MORC reflects on the Provider Agency's business integrity.
20. Not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of MORC, which consent shall not be unreasonably withheld.
21. Comply with the Anti-Lobbying Act, Title 31 U.S.C., Section 1352 (added under Section 319 of Public Law 101-121) as revised by the Lobbying Disclosure Act of 1995 (P.L. 104-65) and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).
22. Not provide false or misleading information regarding services rendered, it being understood and agreed by the Provider Agency that because MORC may submit a claim for Medicaid reimbursement and/or other sources for reimbursement to recover funds paid the Provider Agency for services rendered, that any intentional deception or misrepresentation made by the Provider Agency resulting in an unnecessary cost/false claim to a reimbursement program shall give MORC the right to immediately terminate this Agreement in whole or in part and may result in a fine, civil action and criminal prosecution.
23. Comply with all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), including, without limitation, protected health information as defines in 45CFR section 164.50, as well as all other privacy and security regulations regarding individually identifiable health information by April 14, 2003. The Provider Agency also agrees to require compliance with HIPPA in all of it's "business associate" relationships and to provide any and all documentation as and when requested by MORC and/or required by law in connection with HIPPA. The Provider Agency is also responsible for ensuring that all staff members and contractors receive appropriate training regarding HIPPA privacy regulations.

MCHO, CMH,
and MCLSA
All have relations
with the State
and MDCH.

24. Cooperate with MORC's corporate compliance program, including but not limited to, providing required information for completion of compliance audits, reviews, investigations, and remediation requirements, whether or not related to HIPPA compliance.
25. Operate in compliance with the Drug-Free Workplace Act of 1988.
26. Utilize person-centered planning and self-determination practices as required by MDCH.
27. Agree to collect and report in a timely manner performance and outcome measures as required by MORC whether or not related to HIPPA compliance.

Periodic review will include amending the Agreement to appropriately reflect pertinent agreements that may be developed between MORC and other federal, state, and local agencies.

- C. Except as provided in Paragraph 22 above, either Party may terminate this Agreement for any reason, or no reason, upon a minimum of thirty (30) days written notice to the other Party, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- D. This Agreement contains the entire understanding and agreement of the parties, and supercedes any prior understandings or agreements between them with respect to the subject matter hereof.
- E. This Agreement shall be governed by and interpreted by Michigan law. Any lawsuit arising directly or indirectly out of the contract will be litigated in the Circuit Court of Macomb County, Michigan or, if original jurisdiction can be established in the United States District Court for the Eastern District of Michigan.
- F. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any counterpart of this Agreement that is delivered by facsimile transmission shall be deemed to be executed and delivered, for all purposes hereof.
- G. This Agreement shall be binding upon inure to the benefit of the parties hereto, and their agents, successors, and assigns, to the fullest extent permitted by law.

ADDENDUM A

Addendum A, the terms and conditions of which are incorporated herein by reference, contains the purchase of service agreement.

ADDENDUM B

Addendum B, the terms and conditions of which are incorporated herein by reference, includes the Provider Agency's assurance that its employees meet the minimum standards developed by the Department of Community Health and MORC.

ADDENDUM C

Addendum C, the terms and conditions of which are incorporated herein by reference, includes the assurance that the Provider Agency will comply with the Department of Health and Human Services Regulations under the Title VII of the Civil Rights Act of 1964, the Elliot-Larson Civil Rights Act of 1976, and Section 504 of the Rehabilitation Act of 1973, as amended.

SIGNATURES

MORC HOME CARE INC.



Signature of MORC Home Care, Inc. Representative

Richard Stone

Typed Name

Chief Financial Officer

Title

12/26/07

Date

PROVIDER AGENCY

Signature of Provider Agency Representative

William Crouchman
Kathryn E. Dodde

Typed Name

CHAIRMAN
Director, BOARD OF COMMISSIONERS

Title

Date

ADDENDUM A

MORC HOME CARE, INC.
16200 19 MILE ROAD, P.O. BOX 380710
CLINTON TOWNSHIP, MICHIGAN 48038-0070

**MI CHOICE WAIVER PROGRAM
PURCHASE OF SERVICE AGREEMENT**

This Agreement, effective the first day of October 2007, negotiated between MORC Home Care, Inc. ("MORC") and **MACOMB COUNTY DEPARTMENT OF SENIOR CITIZENS SERVICES** ("Provider Agency") outlines the services that may be purchased by MORC from the Provider Agency.

SERVICES TO BE RENDERED

MORC may purchase services from the Provider Agency, if Provider Agency is selected by the Participant from the Direct Service Purchasing pool. Services are purchased at the levels specified in the Plan of Care on a per Participant basis as developed by the MORC Support Coordinators. Provider Agency activities must meet service definitions and all standards presented in the Service Definitions and Standards, as established by the Michigan Department of Community Health.

PAYMENT AND REPORTING

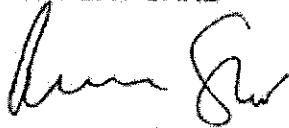
The Provider Agency will receive payment for approved services delivered through a monthly reimbursement method. To receive payment, the Provider Agency must submit to MORC a monthly report and bill vouchers by the 10th day of the month following the month in which services are provided, MORC will pay bill vouchers net 30 days after verification and approval and upon receipt and approval by MORC of bill vouchers. Bill vouchers received after the 10th day of the month will be processed with the next month's vouchers. No voucher will be accepted that includes services completed more than 2 months prior to MORC's receipt of the voucher.

MORC reserves the right to review and reconsider, from time to time, all services rendered and invoices submitted by Provider Agency to confirm that monies paid by MORC to Provider Agency are reasonable, verifiable and appropriate. To the extent that MORC determines that Provider Agency has been paid for services that it should not have been paid for, Provider Agency shall return all such amounts to MORC immediately upon request. At MORC's election, it shall have the right, from time to time, to set off the amount of all such overpayments against any amounts owed by MORC to Provider Agency.

The amount to be reimbursed is established from the charge or bid presented in this Agreement. The Provider Agency must establish accessible record systems to verify all programmatic and fiscal information reported and make such records available for review by MORC staff and/or Michigan Department of Community Health. The Provider Agency must maintain auditable records for a period of not less than 6 years and give MORC Home, Inc. access to such records upon reasonable notice for the purpose of inspection of such records and for the purpose of conducting audits.

COST PER UNIT

<u>Service</u>	<u>HCPCS</u>	<u>Bid per Unit</u>
1. ADULT DAY CARE	S5100	\$2.00 PER 15 MINUTE



Signature of MORC, Inc. Representative

Richard Stone

Typed Name

Chief Financial Officer

Title

Date

Signature of Provider Agency Representative

William Crouchman
Kathryn E. Dodge

Typed Name

CHAIRMAN

Director

Title

BOARD OF COMMISSIONERS

Date

ADDENDUM B

**MORC HOME CARE, INC.
16200 19 MILE ROAD, P.O. BOX 380710
CLINTON TOWNSHIP, MICHIGAN 48038-0070**

**MI CHOICE WAIVER PROGRAM
MINIMUM STANDARDS ASSURANCE**

All services provided by Provider Agency to MORC must comply with MDCH and MORC service definitions, unit definition, and minimum standards of operation. Provider Agency hereby acknowledges receipt of copies of the current MDCH and MORC Home Care, Inc. Standards.

Provider Agency hereby represents, warrants to and covenants and agrees with MORC as follows:

- (1) Prior to performing any services, it will ensure that the person involved in implementing the Subcontractor Agreement have read the minimum standards for each of the services to be provided by Provider Agency to MORC; (2) it is completely in compliance with all standards for the services and will maintain compliance with these standards throughout the term of the Agreement; (3) it possesses and shall, as long as it provides services to MORC hereunder, maintain insurance coverage as required by the MDCH in the Service Standards/Definitions and that a "Certificate of Insurance" and that all such policies shall name MORC as the Certificate Holder or an Additional Insured. A true and correct copy of all such insurance policies are attached as an appendix to this Agreement. The Provider Agency acknowledges and agrees that service purchasing cannot begin until such time as MORC has in its possession such a Certificate of Insurance.

Provider Agency acknowledges and agrees that the representations, warranties, covenants and agreements herein are given in consideration of and for the purpose of obtaining Federal or State funds through a purchase of service arrangement with MORC. The Provider Agency acknowledges and agrees that any approved financial assistance will be extended based on the representations, warranties, covenants and agreements made in this document and that MORC shall have the right to seek enforcement of the representations, warranties, covenants and agreements given herein.

SIGNATURES

MORC HOME CARE, INC.



Signature of MORC Home Care, Inc. Representative

Richard Stone

Typed Name

Chief Financial Officer

Title

1/4/07
Date

PROVIDER AGENCY

Signature of Provider Agency Representative

William Crounman

Kathryn E. Dodge

Typed Name

Director Chair, Board of Commissioners
Title

Date

ADDENDUM C

**MORC HOME CARE INC.
16200 19 MILE ROAD, P.O. BOX 380710
CLINTON TOWNSHIP, MICHIGAN 48038-0070**

**MI CHOICE WAIVER PROGRAM
ASSURANCE OF COMPLIANCE WITH HEALTH AND HHS REGULATIONS
AND CIVIL RIGHTS ACTS**

The Provider Agency HEREBY AGREES THAT it will comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Older Worker's Benefit Protection Act, the Fair Labor Standards Act, Regulations issued hereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Elliott-Larson Civil Rights Act (1976, PA 220), and the Persons with Disabilities Civil Rights Act (1976 PA 453), Americans with Disabilities Act (PL 101-336), and that no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives or received federal or state financial assistance from MORC, and HEREBY FURTHER AGREES that it will immediately take measures necessary to effectuate this Agreement.

Additionally, the Provider Agency hereby agrees that it will make appropriate efforts to identify and encourage the participation of minority, women and handicapper-owned business in contract solicitations. Provider Agency acknowledges that discrimination against minority, women and handicapper-owned businesses in subcontracting is prohibited, and that the violation of this provision is a material breach of this Agreement, and may be cause for cancellation of this Agreement.

Provider Agency further agrees that if any real property or structure thereon is provided or improved with the aid of federal or state financial assistance extended to the Provider Agency by MORC, the Provider Agency for the period during which said property or structure is used it shall use such real property or structure for a purpose for which such federal and state financial assistance is extended. The Provider Agency certifies that it has no other commitments or obligations that are inconsistent with compliance of these and any other pertinent federal or state regulations and policies, and that to its knowledge, no other agency, organization, or party that participated in this project has such commitments or obligations. Provider Agency further agrees that its activities shall not run counter to the purpose and intent of the Agreement.

Provider Agency acknowledges that the agreements contained herein are given in consideration of, and for the purpose of, obtaining any and all grants, loans, contracts, property, discounts, or other financial assistance extended after the date hereof, including payment or other assistance made after such date on applications for financial assistance that were approved before such date. The Provider Agency acknowledges and agrees that such financial assistance will be extended in reliance on the representations and agreements made herein and that MORC shall have the right to enforce the agreements contained herein through lawful means. This Agreement is binding on the Provider Agency, its successors, transferees, and assignees, and the person or persons whose signature appears below as authorized to sign this Assurance on behalf of the Provider Agency.

Signature of Provider Agency Representative Director Title _____ Date

HOME & COMMUNITY BASED SERVICES WAIVER

OHCDs Use Only

COMPLETION INSTRUCTION PLEASE TYPE OR PRINT CLEARLY

- Item #1: Individual provider agencies must enter their last name, first name, and middle initial. All other applicants (e.g., a licensed business) must enter the complete business name as licensed/certified.
- Item #3: If the applicant is employed/contracted by the business, or in partnership, enter the name of the business you are employed by, affiliated with, contracted with, or in partnership with.
- Item #6: The SSN is required for an individual and is confidential to be used only for the administration of the program.

APPLICANT INFORMATION

1. PROVIDER'S NAME (SEE INSTRUCTIONS) MACOMB COUNTY DEPARTMENT OF SENIOR CITIZENS	2. PROFESSIONAL TITLE, IF APPLICABLE
3. EMPLOYER'S NAME (SEE INSTRUCTIONS)	4. EIN NUMBER (SEE INSTRUCTION) 38-6004868
5. STATE LICENSE NUMBER (SEE INSTRUCTION)	6. APPLICANT'S SOCIAL SECURITY NUMBER:

BUSINESS ADDRESS (NO. & STREET) 21885 DUNHAM RD. SUITE 6			
CITY CLINTON TOWNSHIP	STATE MI	ZIP CODE 48036	PHONE NUMBER: 586-469-6702 FAX NUMBER: 586-469-5578

MEDICAL ASSISTANCE (MEDICAID) PROVIDER PAYMENT AGREEMENT CONDITIONS

1. All information furnished on this payment agreement form is true and complete.
2. I consent that, upon request at a reasonable time and place, I will permit authorized agents of the State of Michigan or the federal government to inspect, and copy, any records related to my delivery of goods or services to, or on behalf of, a participant under the Medicaid program.
3. I am not currently suspended, terminated, or excluded from any state Medicaid Program or by the U. S. Department of Health and Human Services.
4. I agree to accept the Michigan Medicaid payment as payment in full for the services rendered. Except for patient liability as determined by the Michigan Medicaid Program including applicable co-payments, I will not seek or accept additional or supplemental payment from the participant, or from his/her family, or representatives(s).
5. I acknowledge that I may be prosecuted under the applicable federal or state criminal and civil laws for submitting false claim, concealing material facts, misrepresentation, falsifying data, or other acts of misrepresentation, or conspiracy to engage therein.
6. I agree to comply with the MDCH's policies and procedures for the Medical Assistance Program and the Home and Community Based Services MI Choice Program for the Elderly and Disabled contained in manuals, manual updates, provider agency bulletins, and other program notifications. As a condition of receiving payment from the Michigan Medicaid Program for services provided to an eligible participant, I certify and/or agree to all the conditions listed above. I certify that the undersigned has the authority to

IMPORTANT: FACSIMILE SIGNATURES WILL NOT BE ACCEPTED

APPLICANT'S SIGNATURE	DATE	TITLE Director
The Michigan Department of Community Health will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, political belief, or disability.		

MAIL THIS FORM TO THE MI CHOICE PROVIDER YOU ARE CONTRACTING WITH

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION: to accept RMS Communications' Check #74144 in the amount of \$348; and RMS Communications Check #73804 in the amount of \$105 (TOTAL \$453). Donation will offset costs and expenses at senior seminars, trainings, conferences and special events

NOTE: RMS Communications is accepting our old, unusable cell phones that we usually throw out. RMS is sending us boxes to ship the cell phones to them, and pays for shipping costs to its office in Florida. In return, RMS donates funds to our office, as well as sends us reconditioned cell phones with chargers and charged batteries. These reconditioned cell phones are then redistributed to the seniors.

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela J. Willis, Director of Senior Citizen Services

COMMITTEE/MEETING DATE

Seniors 1-18-08 Approved
Full Board 1-24-08

RMS COMMUNICATIONS GROUP, INC.

074144

Vendor ID	Name	Check Date	Check Number	Amount Paid	Discount	Net Amount Paid
MAC002	MACOMB COUNTY SENIOR SERVI	12/14/2007	074144			
Invoice Number	Date	Amount	Amount Paid	Discount	Net Amount Paid	
263673-1	11/5/2007	\$5.00	\$5.00	\$0.00	\$5.00	\$5.00
263674-1	11/9/2007	\$4.50	\$4.50	\$0.00	\$4.50	\$4.50
263675-1	11/13/2007	\$182.00	\$182.00	\$0.00	\$182.00	\$182.00
268869-1	11/14/2007	\$48.00	\$48.00	\$0.00	\$48.00	\$48.00
268868-1	11/14/2007	\$4.50	\$4.50	\$0.00	\$4.50	\$4.50
268870-1	11/15/2007	\$8.50	\$8.50	\$0.00	\$8.50	\$8.50
268872-1	11/20/2007	\$2.50	\$2.50	\$0.00	\$2.50	\$2.50
268873-1	11/20/2007	\$3.00	\$3.00	\$0.00	\$3.00	\$3.00
268874-1	11/20/2007	\$10.00	\$10.00	\$0.00	\$10.00	\$10.00
268877-1	11/21/2007	\$9.50	\$9.50	\$0.00	\$9.50	\$9.50
268876-1	11/27/2007	\$3.00	\$3.00	\$0.00	\$3.00	\$3.00
268875-1	11/28/2007	\$1.00	\$1.00	\$0.00	\$1.00	\$1.00
		\$279.50	\$279.50	\$0.00	\$279.50	\$279.50

thank you

*** CONTINUED ON REMITTANCE ***

THIS DOCUMENT HAS A COLORED BACKGROUND AND INVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT

RMS COMMUNICATIONS GROUP, INC.

4551 NW 44th Avenue
Ocala, Florida 34482

MERCANTILE BANK

63-1577631

074144

Three Hundred Forty Eight Dollars and 00 Cents

PAY TO THE ORDER OF

MACOMB COUNTY SENIOR SERVICES
ATTN: KAREN D. BISSORF
21885 DUNHAM RD
CLINTON TOWNSHIP MI 48036

DATE
12/14/2007

AMOUNT
\$348.00

RMS COMMUNICATIONS GROUP, INC.
VOID AFTER 90 DAYS

Ky Ollivett
AUTHORIZED SIGNATURE

MICRO-PRINT SIGNATURE LINE - MAGNIFY TO VIEW

⑆074144⑆ ⑆06311372⑆ 7600454851⑆

RMS COMMUNICATIONS GROUP, INC.

Vendor ID	Name	Date	Amount	Amount Paid	Discount	Check Date	Check Number
MAC002	MACOMB COUNTY SENIOR SERV/II					11/19/2007	073804
263660-1		10/10/2007	\$3.00	\$3.00	\$0.00		
263661-1		10/10/2007	\$4.00	\$4.00	\$0.00		
263664-1		10/11/2007	\$3.50	\$3.50	\$0.00		
263665-1		10/12/2007	\$18.50	\$18.50	\$0.00		
263667-1		10/22/2007	\$3.50	\$3.50	\$0.00		
263668-1		10/22/2007	\$6.00	\$6.00	\$0.00		
268868-1		10/23/2007	\$16.50	\$16.50	\$0.00		
268869-1		10/23/2007	\$16.00	\$16.00	\$0.00		
263669-1		10/24/2007	\$3.00	\$3.00	\$0.00		
263670-1		10/29/2007	\$3.50	\$3.50	\$0.00		
263662-1		10/29/2007	\$5.50	\$5.50	\$0.00		
263666-1		10/29/2007	\$4.00	\$4.00	\$0.00		
			\$87.00	\$87.00	\$0.00		

Thank You

*** CONTINUED ON REMITTANCE ***

THIS DOCUMENT HAS A COLORED BACKGROUND AND INVISIBLE FLUORESCENT FIBERS - VIEW UNDER BLACK LIGHT

RMS COMMUNICATIONS GROUP, INC.

4551 NW 44th Avenue
Ocala, Florida 34462

MERCANTILE BANK

63-1377831

073804

DATE
11/19/2007

AMOUNT
\$105.00

PAY
TO THE
ORDER
OF

One Hundred Five Dollars and 00 Cents

MACOMB COUNTY SENIOR SERVICES
ATTN: KAREN D. BISSDORF
21886 DUNHAM RD
CLINTON TOWNSHIP MI 48036

RMS COMMUNICATIONS GROUP, INC.
VOID AFTER 90 DAYS

Karen D. Bissdorf
AUTHORIZED SIGNATURE

MICRO-PRINT SIGNATURE LINE - MAGNIFY TO VIEW

⑆073804⑆ ⑆05311372⑆7600451851⑆

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION: to concur that future RMS Communications Group funds received by Senior Citizen Services shall be deposited into Senior Citizen Services Special Needs Account. Such funds shall offset costs and expenses at senior seminars, trainings, conferences and special events.

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela J. Willis, Director of Senior Citizen Services

COMMITTEE/MEETING DATE

Seniors 1-18-08 Approved
Full Board 1-24-08

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION ~~to review NACO / CAREMARK PCS Health, L.P. Agreement (to replace Benefit Control Methods)~~ * (see below)

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela J. Willis, Director of Senior Citizen Services

* At the Senior Citizens Committee meeting held January 18, 2008, the following actions were taken:

COMMITTEE RECOMMENDATION - MOTION

A MOTION WAS MADE BY BRULEY, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS TERMINATE THE AGREEMENT WITH BENEFIT CONTROL METHODS AND BEGIN THE PROCESS OF STARTING AN AGREEMENT WITH NACO AND NOTIFY PARTICIPANTS. FURTHER, THAT MACOMB COUNTY NOT MAKE ANY MORE PAYMENTS TO BENEFIT CONTROL METHODS UNTIL RESOLUTION OF THE ENTIRE DISPUTE. THE MOTION CARRIED.

COMMITTEE RECOMMENDATION - MOTION

A MOTION WAS MADE BY BRULEY, SUPPORTED BY SWITALSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS TERMINATE THE 18-59 PROGRAM GIVING BENEFIT CONTROL METHODS 30-DAY NOTICE AND TO TERMINATE THAT PROGRAM WITH THE LETTER THAT CORPORATION COUNSEL SUGGESTED. THE MOTION CARRIED.

COMMITTEE RECOMMENDATION - MOTION

A MOTION WAS MADE BY BRULEY, SUPPORTED BY SWITALSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS TERMINATE THE DENTAL DISCOUNT PROGRAM WITH BENEFIT CONTROL METHODS.

MOTION

A motion was made by DeSaele, supported by Rocca, to **postpone** this until the next regular meeting of the Senior Citizens Committee, and have an agenda item to look at what can be done. The Motion Carried with Bruley voting "No."

COMMITTEE/MEETING DATE

Seniors 1-18-08
Full Board 1-24-08

Dear County Officials:

The Prescription Drug Card Program contract is attached. **Please review the checklist on p. 1 of the contract document.** Incorrect checklists or contracts will result in a delayed implementation of the program.

Please follow these directions carefully:

1. Counties, Parishes, Boroughs **sign exhibit C of the contract** which attaches the county to the overall NACo contract. If your county requires a copy of the signature page bearing the NACo and Caremark signatures, this can be provided to you via .PDF on request.

2. Once signed, mail the Exhibit C page (**this is on page 15 of the contract with BLANK signature lines**) and the checklist to:

Andrew Goldschmidt
Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave, NW 5th Floor
Washington, DC 20001

3. Once the contract is received, our executive director will sign it and pass it on to Caremark for final signature. You may start your internal planning process to promote the program.

4. While the final signatures are being completed, please forward your logo or seal via e-mail to elandsman@naco.org or agoldschmidt@naco.org (if you prefer, you may have the card simply read XYZ County or XYZ CountyRx) and specify the quantity of card brochures you would like to order by **filling out the checklist**. Caremark will draw up proofs for your approval. **Once they are approved by your county**, the materials will be completed and in your hands by the time the contract returns with the final signature.

You may estimate 8-10 weeks from the date the contract is returned until you can distribute the cards to your county residents. A key note, any non pre-approved press releases or other information to be distributed on the program must come to NACo and Caremark's attention for approval prior to use.

Please contact me or Andrew if you have any questions or need further information. NACo looks forward to working with you on this exciting program!

Sincerely,

Emily Landsman
Membership Coordinator, II

P.S. - If you need to access the collateral materials on the program, you can access those by logging in to the NACo's members only portion of the web site at www.naco.org. Please contact me at (202) 942-4242 or elandsman@naco.org if you need assistance.

The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without permission from NACo.



**This checklist is not part of the NACo contract, however, please return it with your signed contract.*
*Incomplete or incorrect checklists will delay implementation of the program**

NACo Prescription Drug Program checklist

County Name/State: _____ Date contract returned to NACo: _____

1. Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title _____

Address (w/ City, State, Zip) _____

Phone _____ Fax _____

E-mail (We must have your e-mail address!) _____

2. What is your county's anticipated start-up date for the program? **CURRENT START UP TIME IS 8-10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo.** Please plan your county's roll out of the program accordingly. _____

3. Please choose a design for the discount cards: **(YOU MUST CIRCLE ONE)**

- a. "County Name" or "County NameRx"
- b. Logo/seal on cards
a. Be sure to e-mail a black and white logo/seal to agoldschmidt@naco.org or elandsman@naco.org in a .jpg or .tiff format
b. Put "(COUNTY NAME) LOGO" in the subject line of your e-mail
- c. Other. You must contact NACo if you do not choose either a or b.

4. How many cards are you requesting? (We are advising 20% to 25% of your county's total population, on average. Some counties may need more.)

a. What is your county's population? _____

b. Do you need cards/posters in Spanish? How many? _____

5. Please provide a street address for delivery of cards. Cards will be sent via UPS Ground.
NO PO BOXES!

6. What is your county's web address (if available)? _____

Will this program have its own page? (Please provide) _____

What number would county residents call to pick up a card? _____

This section for NACo use only

_____ Copy of signed contract sent to Caremark?

_____ Signed contract back from Caremark?

_____ Proofs approved?



Notes:

CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "**Agreement**") is effective beginning March 1, 2006 (the "**Effective Date**") among National Association of Counties ("**Customer**"), counties that are members of the National Association of Counties ("**Member County**") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("**Caremark**"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "**Member County Agreement**") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.2 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "**Services**"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.3 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.4 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.5 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "**Formulary Services**"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. Caremark contracts with certain Manufacturers for Rebate programs.

b. Disclosure of Manufacturer Fees. Caremark may receive fees or other compensation from Manufacturers, including, without limitation, administrative fees not exceeding three percent of the aggregate cost of the pharmaceutical products dispensed to participants, and fees for property provided or services rendered to a Manufacturer (which may include providing physicians clinical messages consistent with the Performance Drug List, as defined below). Caremark's specialty pharmacies may also receive fees from Manufacturers for products and services provided. In addition, Caremark's mail order and specialty pharmacies may negotiate on their own behalf directly with Manufacturers for discounts, including rebated discounts based on market share or other factors. The term Rebates as used in this Agreement does not include these fees and discounts which belong exclusively to Caremark or Caremark's mail order or specialty pharmacies, respectively.

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 Fees. The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to

Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with reasonable notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that

Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally

recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. "AWP" means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. "Change in Law" means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. "Claim(s)" mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. "Covered Items" mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. "Law" means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. "Manufacturer" means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. "Maximum Allowable Cost (MAC)" means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. "Participant" means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. "Participating Pharmacy" means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. "Rebate(s)" means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

By: _____
Larry E. Naake

Title: Executive Director

Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC,
its General Partner

Title: _____

Date: _____

EXHIBIT A
ADDITIONAL SERVICES

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

National Association of Counties
Effective March 1, 2006

As consideration for the Services selected by Member County in accordance with the Agreement, Member County will pay to Caremark the fees set forth below:

Administrative Fees

Per Processed Retail Claim	\$0.00
Per Processed Mail Claim	\$0.00

As consideration for the Consumer Card Program selected by Member County in accordance with this Agreement, Member County will pay to Caremark 100% of the Rebates collected from Manufacturers pursuant to this Agreement.

Consumer Card Program Retail Network Rates¹

Brand: AWP-13% + \$3.50 transaction fee or Usual & Customary
Generic: AWP-13% + \$3.50 transaction fee, MAC + \$3.50 transaction fee or Usual & Customary

Mail Service Rates¹

Brand: AWP-19% + \$1.00 dispensing fee
Generic: AWP-50% + \$1.00 dispensing fee

Specialty Pharmacy Rates²

AWP-13% + \$3.50 dispensing fee

Other Fees

Section 1.6 - Card Issuance	No charge
Exhibit A(1) - Customer Specific Programming	\$150.00/Hour

Note: Charges or Services not identified above will be quoted upon request.

1. All claims may be aggregated for purposes of this rate. Actual rates may vary by Participating Pharmacy. Certain retail and mail Claims may be excluded from these rates, including but not limited to (i) Select Generics, which are generic drugs that enter the market with supply limitations or competitive restrictions that limit marketplace competition and (ii) Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling.

2. This rate will apply to Claims for certain drugs filled by Caremark SpecialtyRx, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling. All Claims may be aggregated for purposes of this rate. Rates for such drugs may vary if filled by a pharmacy other than Caremark SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements.

Finance Charges. Invoices are assessed finance charges on the amounts not paid within the terms set forth on the invoice. The finance charge shall be in an amount equal to one and one-half percent per month, unless such rate exceeds the maximum rate allowable by applicable Law, in which case such amounts shall bear interest at the maximum legally allowable rate.

Contingency. All prices are contingent upon Member County's full adoption of Caremark's Performance Drug List and formulary management and intervention programs.

EXHIBIT B
ADMINISTRATIVE FEES

Handling Costs. Customer or Member County is in all events responsible for any postage costs or other mailing and handling-related costs incurred by Caremark in connection with the provision of Services or additional services, except as to costs associated with standard Consumer Card Program materials that are shipped by bulk mail to Customer or Member County.

Taxes. It is the understanding of the parties that Participating Pharmacies shall collect from Participants all applicable taxes for Covered Items, and that Caremark is not liable for the payment of applicable taxes. Any other taxes associated with the operation of Member County's Consumer Card Program are the responsibility of Member County.

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____

("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:

By: _____

Title: _____

Date: _____

[County Name]

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 **Services.** Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 **Participating Pharmacies.** Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 **Pharmacy Help Desk and Voice Response Unit.** Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 **Claims Processing.**

a. **Submission of Claims.** Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. **Collection at Point of Sale.** Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 **Customer Service.** Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 **Identification Cards.** Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 **Clinical Services and Drug Utilization Review ("DUR").**

a. **Clinical Services.** Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. Caremark contracts with certain Manufacturers for Rebate programs.

b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. Distribution of Information. Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. Delivery and Dispensing. Caremark shall dispense through its mail service pharmacy new

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("**Claims Information**") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any

tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any

other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "**Initial Term**"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

9.1 **Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including

exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

- a. **"AWP"** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.
- b. **"Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.
- c. **"Claim(s)"** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.
- d. **"Covered Items"** mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.
- e. **"Law"** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.
- f. **"Manufacturer"** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.
- g. **"Maximum Allowable Cost (MAC)"** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.
- h. **"Participant"** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.
- i. **"Participating Pharmacy"** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.
- j. **"Rebate(s)"** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC,
its General Partner

By: - Signature on File -
Larry E. Naake

- Signature on File -

Title: Executive Director

Title: _____

Date: _____

Date: _____

*EXHIBIT D
REDACTED CONTRACT*

*EXHIBIT A
ADDITIONAL SERVICES*

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

EXHIBIT D
REDACTED CONTRACT

EXHIBIT B
FEES

[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____
("Member County").

Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006
(the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which
Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and
conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it
were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the
Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment.
Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is
adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer,
terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback
Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations
under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is
defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human
Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback
Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and
Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under
the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County,
Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and
voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: _____
Signature on File
Title: _____
Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:

[County Name]
By: _____
Signature on File
Title: _____
Date: _____

By: _____
Signature on File
Title: _____
Date: _____



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

JANUARY 22, 2008

TO: BOARD OF COMMISSIONERS
FROM: DON BROWN, CHAIR, BUDGET COMMITTEE
RE: RECOMMENDATIONS FROM BUDGET COMMITTEE
MEETING OF JANUARY 22, 2008

At a meeting of the Budget Committee, held Tuesday, January 22, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY DUZYJ, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE ACTUARIAL FEES NOT TO EXCEED \$25,000 IN SUPPORT OF THE PENSION REVIEW PROJECT. THE MOTION CARRIED WITH DROLET VOTING "NO."

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY RENGERT, SUPPORTED BY VOSBURG, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH SOUND COUNSELING, INC. TO PROVIDE THERAPEUTIC SERVICES AT THE MACOMB COUNTY JUVENILE JUSTICE CENTER. THE CONTRACT WILL FACILITATE A SAVINGS OF \$28,600 ANNUALLY. THE MOTION CARRIED.

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY DROLET, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS PROTECT THE FUNDAMENTAL RIGHT OF VOTING, CONTINUE THE POLICY OF MAKING THE MACOMB COUNTY ABSENT BALLOT APPLICATION PROCESS UNIFORM, ADVANCE THE PUBLIC INTEREST OF INCREASING MACOMB COUNTY'S CLOUT, AND PROVIDE SENIOR CITIZENS AN EQUAL OPPORTUNITY TO APPLY FOR AN ABSENT BALLOT REGARDLESS OF WHERE IN THE COUNTY THEY LIVE, BY DIRECTING THE COUNTY CLERK TO MAIL AN "APPLICATION FOR ABSENT VOTER'S BALLOT FORM" TO MACOMB COUNTY REGISTERED VOTERS AGE 60 AND OVER FOR THE 2008 ELECTIONS, EXCEPT, AV APPLICATION FORMS WOULD NOT BE SENT TO SENIOR CITIZEN REGISTERED VOTERS WHO ARE ALREADY ON THE PERMANENT AV LIST OR WHOSE LOCAL CLERK AUTOMATICALLY DOES MAIL AV APPLICATION FORMS TO ALL VOTERS AGE 60 AND OVER AT A TOTAL COST NOT TO EXCEED \$60,000. FUNDS FOR THIS RESOLUTION WILL BE ALLOCATED OUT OF THE ELECTIONS ACCOUNT. THE MOTION CARRIED.

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SAUGER, SUPPORTED BY CAMPHOUS-PETERSON, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE \$163,720 IN ADDITIONAL DEPARTMENTAL SPENDING CUTS IN THE 2008 BUDGET AS NOTED ON REVISED EXHIBIT I. THE MOTION CARRIED.

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR BROWN, SUPPORTED BY VICE CHAIR SAUGER.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Philis DeSaele - District 10

Ed Szczepanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegem - District 19
Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO receive and file an update on the Pension Review Project from Plante & Moran AND authorize actuarial fees not to exceed \$25,000 in support of the project.

INTRODUCED BY: Commissioner Don Brown
Chair, Budget Committee

COMMITTEE/MEETING DATE

Budget/January 22, 2008

Full Board 1-24-08

Approved



FINANCE DEPARTMENT

10 N. Main St., 12th Floor
Mount Clemens, Michigan 48043
586-469-5250 FAX 586-469-5847

January 14, 2008

David M. Diegel
Finance Director

John H. Foster
Assistant Finance Director

Robert Grzanka, C.P.A.
Internal Audit Manager

Stephen L. Smigiel, C.P.A.
Accounting Manager

Commissioner Don Brown, Chairperson
and Members of the Budget Committee
9th Floor-Administrative Building
Mount Clemens, Michigan 48043

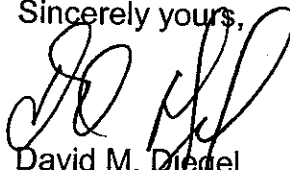
Dear Commissioner:

I am forwarding an update from Plante & Moran dated January 14, 2008 regarding their engagement to provide suggested changes to our existing defined benefit pension plan.

Also enclosed is a proposal from our Actuary, Gabriel Roeder Smith and Company which summarizes their proposed fee schedule to perform the necessary actuarial analysis required for the examination of the existing pension plan and any suggested changes.

You may recall that the Budget Committee previously limited Plante & Moran's fees to \$25,000 for this project. Gabriel, Roeder, Smith and Company are projecting costs of \$25,000 to perform the necessary actuarial analysis for eight different scenarios for both General and Sheriff Department employees.

Mr. Joe Rankin of Plante & Moran, will be in attendance at the January 22, 2008 Budget Committee to make a presentation and answer questions.

Sincerely yours,

David M. Diegel
Finance Director

DMD:ts

Enclosures

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
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Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegem - District 19
Kathy Trono - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Dredet - District 26

PRIVATE AND CONFIDENTIAL

January 14, 2008

Mr. David M. Diegel
Finance Director
Macomb County
10 North Main St.
12th Floor, County Building
Mt. Clemens, MI 48043

Re: Update on Employee Benefit Consulting Services

Dear Mr. Diegel:

This letter is an update to the letter sent under cover of December 3, 2007. The major difference from the prior correspondence is the options valued as part of this engagement include no assessment of freezing of any active employee benefits in Retirement System. Additionally, a limited number of hybrid retirement plans will be considered that also include providing benefits under the defined benefit plan as well as benefits being provided in a defined contribution plan.

Plante & Moran has been engaged by the Macomb County Board of Commissioners to assist it in reviewing the Macomb County Employees Retirement System. In particular, the three major components of the assignment are to:

1. Assess Current and Projected System – under a variety of alternatives with the assistance of the system's current actuary
2. Plan Design Alternatives – determine the future additive costs of a defined contribution plan, and
3. Final Analysis Report – prepare a report highlighting findings

The completion of work is contingent upon:

1. the availability of the actuary to assist in preparation of certain projections,
2. approval of the actuary's fees by Macomb County
3. explanation of the methodology to the Board of Commissioners prior to the actuarial work being initiated, and
4. the amount of board requested capitated fees being sufficient to complete the assignment

Project Status

The actuary has proposed on providing twenty year projections for the General County and the Sheriff's Department, including:

1. necessary contributions as a percent of payroll – both employer and employee contributions net of any adjustments for UAL as a level percent of payroll
2. payroll – by existing and future participants,
3. valuation assets
4. accrued liability and
5. funded percentage.

The projections are for the following nine scenarios:

Scenario	Annual Investment Return	New Entrants Permitted?	Actives Remain in Defined Benefit Plan?	Value Active Employee Individually Directed Option to Enroll in Defined Contribution Plan?	Hybrid Plan Consideration?
Baseline	7.50%	Yes	Yes	N/A	No
1	5.00%	Yes	Yes	N/A	No
2	10.00%	Yes	Yes	N/A	No
3	7.50%	No	Yes	N/A	Yes
4	5.00%	No	Yes	N/A	No
5	10.00%	No	Yes	N/A	No
6	7.50%	No	Yes	Yes	Yes
7	5.00%	No	Yes	Yes	No
8	10.00%	No	Yes	Yes	No

It is understood that the actuarial information is an estimate and as such, it will not be represented to have the same form and precision of a standard actuarial valuation. It is also understood that the permissibility of the permutations requested may be a matter of law, collective bargaining, or both – if the Board of Commissioners desire action to implement any of the alternatives represented in Plante & Moran’s study, we will advise them to seek legal opinions prior to taking any such action. Finally, because of the interplay of the pension plan with the retiree health benefits provided by the county, we will recommend that the relative impact associated with the retiree medical plan be assessed prior to making any formal recommendations.

Next Steps/Actions to Further the Assignment

Addressing the above-referenced contingencies is necessary to complete the assignment. At this time,

1. the actuary is available to assist in preparation of certain projections – it is estimated that projection could be completed by mid- to late-February once the fees are approved
2. the approval of the actuary’s fees by Macomb County is pending an explanation of the approach to the Board of Commissioners

3. an explanation of the methodology to the Board of Commissioners is scheduled to take place at the January 22, 2008 budget meeting, and
4. the amount of board requested capitated fees being sufficient to complete the assignment is not an issue at this time – fees incurred are well below the amount quoted.

Several meetings and conversations have taken place with the actuary and consultant and templates have been created to facilitate the production of estimated costs and a final report.

Once the actuarial fees are approved and the associated work product is complete, I anticipate a preliminary report be available within 2 weeks.

Please call me at (248) 375-7361.

Very truly yours,

PLANTE & MORAN, PLLC



Joseph F. Rankin

November 9, 2007

Mr. David M. Diegel, Finance Director
Macomb County Employees' Retirement System
10 North Main Street
County Building - 12th Floor
Mount Clemens, Michigan 48043

**Re: Macomb County Employees' Retirement System - Proposed Fees for 20
Year Projections Requested by Plante & Moran**

Dear Dave:

As you know, Gabriel, Roeder, Smith & Company (GRS) received a request from Plante & Moran to prepare 20 year projections for the Macomb County Employees' Retirement System under various scenarios. The request is described in detail in a letter dated November 1, 2007 addressed to Cathy Nagy of GRS, from Joe Rankin of Plante & Moran. These projections are a part of a larger study that Plante & Moran will conduct at the request of the Macomb County Board of Commissioners.

The purpose of this letter is to provide our proposed fees for preparing these projections.

Scope of Services and Fees

As requested, for the General County and the Sheriff's Department, GRS will prepare 20 year projections of the following:

- Employer and employee contributions as a percentage of payroll
- Payroll projections for both current active employees and future new hires
- Valuation Assets
- Actuarial Accrued Liabilities
- Funded Percentage (ratio of valuation assets to actuarial accrued liabilities)

The projections will be prepared based on the following information:

- The demographic and financial information provided by the County for the December 31 2006 actuarial valuation of the Retirement System
- The same assumptions that were used in the December 31, 2006 actuarial valuation, except as modified in the scenarios described on the next page
- No changes in benefits during the projection period for the members who remain in the defined benefit program
- New entrants will replace members who retire, withdraw or die such that the active population remains stable

Read
11-13-07

The projections will be prepared under the following scenarios:

General County

<i>Scenario</i>	<i>Annual Investment Return</i>	<i>New Entrants Permitted?</i>	<i>Current Actives Remain in the Defined Benefit Plan</i>	<i>Fees Per Scenario</i>
Baseline	7.50%	Yes	Yes	\$ 4,000
1	5.00%	Yes	Yes	750
2	10.00%	Yes	Yes	750
3	7.50%	No	Yes	2,000
4	5.00%	No	Yes	750
5	10.00%	No	Yes	750
6	7.50%	No	No	2,000
7	5.00%	No	No	750
8	10.00%	No	No	750
Total				\$12,500

Sheriff's Department

<i>Scenario</i>	<i>Annual Investment Return</i>	<i>New Entrants Permitted?</i>	<i>Current Actives Remain in the Defined Benefit Plan</i>	<i>Fees Per Scenario</i>
Baseline	7.50%	Yes	Yes	\$ 4,000
1	5.00%	Yes	Yes	750
2	10.00%	Yes	Yes	750
3	7.50%	No	Yes	2,000
4	5.00%	No	Yes	750
5	10.00%	No	Yes	750
6	7.50%	No	No	2,000
7	5.00%	No	No	750
8	10.00%	No	No	750
Total				\$12,500

The total proposed fee for these projections is \$25,000.

We will summarize the results of our analysis in a letter. In addition, we will provide the results of the projections to Plante & Moran in a spreadsheet, which will allow them to analyze other benefit programs for both future new hires and current active employees.

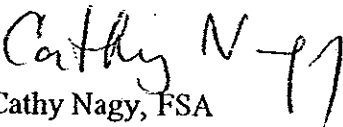
Please note that these proposed fees include preparing the projections and summarizing the results in a letter. The fees do not include any meetings or any other analysis not described in Plante & Moran's November 1, 2007 letter.

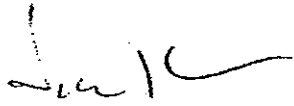
Timing

We will coordinate the timing of the project with Plante & Moran upon approval of our fees.

Gabriel, Roeder, Smith & Company appreciates the opportunity to be of service to you. Please let us know of your decision regarding this project. In the meantime, if you have any questions do not hesitate to contact us.

Sincerely,


Cathy Nagy, FSA
Consulting Actuary


Jim Koss, ASA
Consulting Actuary

CN:WJK:lr

cc: Joe Rankin – Plante & Moran
Francois Pieterse – GRS

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Authorize a professional services contract with Sound Counseling, Inc. to provide therapeutic services at the Macomb County Juvenile Justice Center. The contract will facilitate a savings of \$28,600 annually. Forward to the Budget Committee

INTRODUCED BY: Commissioner Keith Rengert, Chair, Justice & Public Safety Committee

COMMITTEE/MEETING DATE

JPS	1-14-08	Approved
Budget	1-22-08	
Full Board	1-24-08	

Revised

Item # 7 Budget
Committee
1-22-08

Distributed

CONTRACT FOR PROFESSIONAL SERVICE PROVIDER

This agreement made this _____ day of _____, 2007 by and between MACOMB COUNTY Board of Commissioners, a Board organized under the laws of the State of Michigan, P.A. 1978, No. 368, with its principal offices at One S. Main, 9th Floor, Mt. Clemens, Michigan 48043, hereinafter referred to as the "BOARD" and Sound Counseling whose address is 22301 Greater Mack Ave., Suite 3, St. Clair Shores, MI 48080 hereinafter referred to as the "Professional Service Provider."

WHEREAS, the BOARD is created under and existing by virtues of the laws and statutes of the State of Michigan and under Section 20613 of P.A. 1978, No. 368, is charged with the supervision of and the responsibility of the administration of the **Macomb County Juvenile Justice Center (JJC)**, and said BOARD desires to have certain services performed at its place of business or elsewhere, and said services hereinafter detailed, and,

WHEREAS, the PROFESSIONAL SERVICE PROVIDER through their employees experience and education, possesses the requisite skills to perform such services,

WHEREAS, the PROFESSIONAL SERVICE PROVIDER, agrees to perform said services for the BOARD under such terms and conditions as set forth in this AGREEMENT.

IN CONSIDERATION of the mutual promises as set forth herein, it is agreed by and between the respective parties hereto as follows:

SECTION ONE DESCRIPTION OF WORK

The services to be provided by the PROFESSIONAL SERVICE PROVIDER, commencing January 1, 2008 and terminating December 31, 2008, shall include the specific services hereinafter detailed but not limited thereto:

Sound Counseling will provide and supervise a Master's Level Therapist Counselor for the Next Step Sexual Offender Program and the New Dimensions Dual Diagnosis Program operated at the Macomb County Juvenile Justice Center maximum of 60 hours per week.

Other requirements:

- 1) Present potential therapists for approval prior to assignment. Therapist will be required at minimum to present proof of criminal and child abuse clearances.
- 2) Weekly provide 7.5 hours of direct group sessions in addition to three individual sessions for all program youth.
- 3) Facilitate a weekly team meeting as described by MCJJC Policy and Procedure.
- 4) Provide written progress reports to the Court of Jurisdiction through the Director of the JJC.
- 5) Meet in person with the youth and their significant family members, minimally on a monthly basis.
- 6) Be available in the specific unit providing guidance for the treatment milieu.
- 7) Provide a method of contact for off hour consultation for emergency issues with a response time of thirty minutes or less.
- 8) Facilitate a therapeutic session with the resident and their family/parent monthly, increasing frequency if indicated.

SECTION TWO
PAYMENT

The BOARD will pay the PROFESSIONAL SERVICE PROVIDER hereunder the sum of thirty seven dollars and 50/100 (\$37.50) per hour worked during the term of this contract not to exceed the twelve (12) month term amount not to exceed an annual amount of \$117,000; such payment to be made bi-monthly during the term of this agreement.

The parties understand and agree that the BOARD shall not provide the PROFESSIONAL SERVICE PROVIDER with any of the benefits, whatsoever, afforded to the employees of Macomb County JJC.

FURTHER, both parties understand that the PROFESSIONAL SERVICE PROVIDER provides a contract service and is not a member of any bargaining unit representing employees in negotiations with the BOARD.

The PROFESSIONAL SERVICE PROVIDER will visit the Facility sixty (60) hours per week based on need and mutual agreement with the Director.

SECTION THREE
SUPPLIES

The Facility hereby agrees to assume responsibility for the furnishing of all necessary supplies, paper products and equipment as well as all necessary clerical support.

SECTION FOUR
RELATIONSHIP OF PARTIES

The parties intend that in performing the services delineated in the Agreement the PROFESSIONAL SERVICE PROVIDER is acting as an independent contractor; and that the PROFESSIONAL SERVICE PROVIDER will perform such services in accordance with current methods and practices of his/her profession.

SECTION FIVE
EVALUATION OF SERVICES

The Director or designee will evaluate both the quantity and quality of services by the PROFESSIONAL SERVICE PROVIDER. During any subsequent contract agreements, if both parties have agreed to an extension of the contract, such evaluation will be conducted annually. A report will be prepared by the Director at the conclusion of said evaluation and submitted to the Board.

SECTION SIX
PROFESSIONAL LIABILITY INSURANCE

The contractor hereby agrees to purchase and maintain in force, throughout the term of this agreement, or any extension hereof, a policy of professional liability insurance in the amount of one million dollars (\$1,000,000). Such insurance shall name Macomb County and the Juvenile Justice Center as additional insured. Evidence of such insurance will be in the form of a certificate of insurance which shall provide for twenty days notice of material change of cancellation to the Director of Risk Management and Safety, c/o Macomb County Juvenile Justice Center.

NOTE: For Professional Liability Insurance:

- A. Motor Vehicle Liability Insurance including Michigan No-Fault coverage for all hired and leased vehicles, owned and non-owned autos with the minimum limits of one million dollars, \$1,000,000 as a combined single limit for each occurrence for bodily injury and property damage.

- B. Michigan Workers' Compensation Insurance at the statutory limits and/or proof of Health/Hospitalization Insurance.

- C. The Professional Service Provider, Sound Counseling, shall name the County of Macomb as an additional insured on its General Liability Policy and submit a copy of the certificate of insurance to Risk Management of Macomb County.

SECTION SEVEN
INDEMNIFICATION AGREEMENT

Sound Counseling agrees to indemnify and hold harmless Macomb County and the Macomb County Juvenile Justice Center from any claims or demands including the costs, expenses and reasonable attorney fees on account thereof that may be made by anyone for injuries to person or damage to property arising out of the acts or omissions of the Contractor relating to said contractor's services and not resulting from the sole negligence of Macomb County, the Macomb County Juvenile Justice Center (JJC), or its commissioners, officers, employees or agents.

SECTION EIGHT
ACCESS TO BOOKS AND RECORDS

The books, records and documents of the PROFESSIONAL SERVICE PROVIDER pertaining to this Agreement shall be made accessible, upon written notice, for inspection by the Comptroller General of the United States, the Secretary of Health and Human Services and their authorized representatives until the expiration of four (4) years after the services hereunder are furnished.

SECTION NINE
TERMINATION OF CONTRACT

The parties acknowledge and agree that in the event of the death or revocation of licensure of the undersigned PROFESSIONAL SERVICE PROVIDER, Sound Counseling, that this Agreement shall automatically terminate upon the occurrence of either such event. Upon such termination, the PROFESSIONAL SERVICE PROVIDER shall be paid, under the terms hereof, to the date of said termination.

SECTION TEN
DURATION

The parties hereto understand and agree that this Agreement shall terminate December 31, 2008. Further, both parties agree that this Agreement may be extended on a month-by-month basis as necessary. Either party hereto may exercise the prerogative to terminate the Agreement by thirty (30) days written notification.

In order to assure the quality and timeliness of services furnished by outside resources, the facility assumes responsibility to utilize only those outside resources that are professional, competent, and that furnish services promptly and accurately.

SECTION ELEVEN
CRIMINAL BACKGROUND CHECK

Sound Counseling, PROFESSIONAL SERVICE PROVIDER, hereby agrees to comply with the State requirements for clearance from completion of a criminal background check.

All notices regarding this contract need to be sent to the Director of the Macomb County Juvenile Justice Center, 400 N. Rose, Mt. Clemens, MI 48043, acting on behalf of the Macomb County Board of Directors.

Charles Seidelman, Director
Macomb County Juvenile Justice Center

Date: _____

Robert Schumann, Sound Counseling

Date: _____

William Crouchman
Macomb County Board Chair

Date: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO:

* See below

PROTECT THE FUNDAMENTAL RIGHT OF VOTING,

CONTINUE THE POLICY OF MAKING THE MACOMB COUNTY ABSENT BALLOT APPLICATION PROCESS UNIFORM,

ADVANCE THE PUBLIC INTEREST OF INCREASING MACOMB COUNTY'S CLOUT,

AND PROVIDE SENIOR CITIZENS AN EQUAL OPPORTUNITY TO APPLY FOR AN ABSENT BALLOT REGARDLESS OF WHERE IN THE COUNTY THEY LIVE,

BY DIRECTING THE COUNTY CLERK TO MAIL AN "APPLICATION FOR ABSENT VOTER'S BALLOT FORM" TO MACOMB COUNTY REGISTERED VOTERS AGE 60 AND OVER FOR THE 2008 AUGUST AND NOVEMBER ELECTIONS, AT A TOTAL COST NOT TO EXCEED \$60,000;

EXCEPT, AV APPLICATION FORMS WOULD NOT BE SENT TO SENIOR CITIZEN REGISTERED VOTERS WHO ARE ALREADY ON THE PERMANENT AV LIST OR WHOSE LOCAL CLERK AUTOMATICALLY DOES MAIL AV APPLICATION FORMS TO ALL VOTERS AGE 60 AND OVER.

FURTHERMORE, \$17,519 WILL BE NECESSARY IN THE 2008 CLERK/REGISTER OF DEEDS BUDGET FOR THIS PURPOSE. THE CLERK/ REGISTER OF DEEDS HAS LAPSED \$17,519 FROM THE 2007 SPECIAL PROJECTS ACCOUNT AND REQUESTS FUNDS FOR THIS RESOLUTION BE ALLOCATED OUT OF THE 2008 CONTINGENCY ACCOUNT.

* At the Budget Committee meeting held January 22, 2008, the following action was taken:

Commissioner Szczepanski offered the motion with an amendment to remove from paragraph 5 the words: "AUGUST AND NOVEMBER."

During discussion, a friendly amendment by Commissioner Vosburg was accepted as follows: "To not allocate money out of the 2008 Contingency Account and to instead take it from the Elections Account."

The motion that was forwarded to the Full Board reads as follows:

COMMITTEE RECOMMENDATION - MOTION

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY DROLET, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS PROTECT THE FUNDAMENTAL RIGHT OF VOTING, CONTINUE THE POLICY OF MAKING THE MACOMB COUNTY ABSENT BALLOT APPLICATION PROCESS UNIFORM, ADVANCE THE PUBLIC INTEREST OF INCREASING MACOMB COUNTY'S CLOUT, AND PROVIDE SENIOR CITIZENS AN EQUAL OPPORTUNITY TO APPLY FOR AN ABSENT BALLOT REGARDLESS OF WHERE IN THE COUNTY THEY LIVE, BY DIRECTING THE COUNTY CLERK TO MAIL AN "APPLICATION FOR ABSENT VOTER'S BALLOT FORM" TO MACOMB COUNTY REGISTERED VOTERS AGE 60 AND OVER FOR THE 2008 ELECTIONS, EXCEPT, AV APPLICATION FORMS WOULD NOT BE SENT TO SENIOR CITIZEN REGISTERED VOTERS WHO ARE ALREADY ON THE PERMANENT AV LIST OR WHOSE LOCAL CLERK AUTOMATICALLY DOES MAIL AV APPLICATION FORMS TO ALL VOTERS AGE 60 AND OVER AT A TOTAL COST NOT TO EXCEED \$60,000. FUNDS FOR THIS RESOLUTION WILL BE ALLOCATED OUT OF THE ELECTIONS ACCOUNT. THE MOTION CARRIED.

INTRODUCED BY: COMMISSIONER DON BROWN, CHAIRPERSON
BUDGET COMMITTEE

COMMITTEE/MEETING DATE:
BUDGET 01-22-08 Approved
Full Board 1-24-08

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve \$163,720 in additional Departmental spending cuts in the 2008 Budget as noted on revised Exhibit I.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, Jan 22, 2008 *Approved*
Full Board 1-24-08

SUMMARY OF 2008 BUDGET

	2008 BUDGET	ACTION TAKEN		TOTAL
		12/11/2007 CHAIRMAN'S RECOMM (A)	1/8/2008 BUDGET COMM (I)	
GENERAL FUND				
EXPENSES	\$ 197,649,540	\$ (2,342,850) A	\$ (163,720) *	\$ 194,087,899
REVENUE	\$ 185,612,141	\$ 3,015,000 A		\$ 188,923,333
TOTAL DEFICIT	<u>\$ (12,037,399)</u>			<u>\$ (5,164,566)</u>

* PROPOSED REDUCTIONS

CIRCUIT COURT	\$ (73,180) *
DISTRICT COURT I	\$ (5,000) *
DISTRICT COURT II	\$ (5,000) *
PROBATE COURT (MENTAL & WILLS)	\$ (80,540) *
CHILD CARE	\$ -
TOTAL	<u>\$ (163,720)</u>

(A) - SCHEDULE A
(I) - EXHIBIT I

As amended at the 12-11-07
Budget Committee

Denise

	2006 Actual	2007 Budget	YTD 9/30/2007	2008 Projection	Revised 2008 Recommend	Revised 2008 Reduction
Board of Commissioners						
Conference & Seminar	1,461	14,350	5,249	14,350	5,500	(8,850) -
NACO Award Breakfast	2,810	3,000	1,565	3,000	500	(2,500) -
Public Information	-	10,000	-	10,000	-	(10,000) -
Volunteer Recognition	6,263	7,500	6,476	7,500	500	(7,000)
Student Government Day	36	2,500	29	2,500	500	(2,000)
Older American Festival	18,207	23,000	15,135	23,000	500	(22,500)
Annual Report	130,000	-	-	130,000	-	(65,000) (1)
Total Board of Commissioners	158,777	60,350	28,454	190,350	7,500	(117,850)
Other Items						
Vehicles	610,537	750,000	286,240	750,000	350,000	(400,000) -
Capital Outlay - Furniture	95,058	200,000	23,901	200,000	75,000	(125,000) -
Contingency	324,216	630,000	261,765	700,000	400,000	(300,000) -
Contribution - Park Fund	803,788	1,045,934	464,558	911,977	811,977	(100,000)
Court Building Safety - Bluecoats	1,039,001	1,115,591	787,142	1,114,154	1,114,154	-
Sheriff	58,487,433	62,727,656	40,296,074	60,823,766	60,323,766	(500,000)
Local Ordinance Chagrebacks - Jail	-	-	-	-	-	(15,000)
Extend Hiring Freeze Addl 10 Wks	-	-	-	-	-	(800,000)
Total Other Items	61,360,033	66,469,181	42,119,680	64,499,897	63,074,897	(2,240,000)
Grand Total	61,518,810	66,529,531	42,148,134	64,690,247	63,082,397	(2,357,850)

(1) - Savings annualized

Rev. Starum *3,000,000

BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners



TO: BOARD OF COMMISSIONERS
FROM: DON BROWN, CHAIR, BUDGET COMMITTEE
RE: RECOMMENDATIONS FROM BUDGET COMMITTEE
MEETING OF DECEMBER 11, 2007

At a meeting of the Budget Committee, held Tuesday, December 11, 2007, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY MIJAC, SUPPORTED BY RENGERT, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE \$2,357,850 IN SPENDING CUTS AS NOTED IN CORRESPONDENCE DATED NOVEMBER 29, 2007 FROM BUDGET CHAIR DON BROWN AND SUMMARIZED ON SCHEDULE A, AS AMENDED. FURTHER, TO AUTHORIZE THE TRANSFER OF \$3 MILLION FROM THE REVENUE SHARING RESERVE SURPLUS ACCOUNT TO SUPPORT THE 2008 COUNTY BUDGET. FURTHER, TO AUTHORIZE THE TRANSFER OF \$4.2 MILLION FROM THE REVENUE SHARING RESERVE SURPLUS ACCOUNT TO THE CAPITAL IMPROVEMENT PROJECTS FUND. THE MOTION CARRIED.

2. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DROLET, SUPPORTED BY LUND, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS PROHIBIT COUNTY COMMISSIONERS FROM RECEIVING PER DIEM AND MILEAGE COMPENSATION ABOVE THE AMOUNT OF BASE SALARIES UNLESS REQUIRED BY LAW. FURTHER, THAT THIS WOULD BE EFFECTIVE FOR THE 2008 AND 2009 BUDGET. THE MOTION CARRIED. (Roll call vote: Yes-Brdak, Brown, Bruley, Camphous-Peterson, Crouchman, DeSaele, DiMaria, Doherty, Drolet, Duzyj, David Flynn, Joan Flynn, Gielegem, Haggerty, Lund, Mijac, Roberts, Rocca, Sauger, Slinde, Switalski, Tocco, Torrice and Vosburg)

3. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY ROCCA, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE 2007 EQUALIZATION STUDY AS SUBMITTED BY THE EQUALIZATION DEPARTMENT. THE MOTION CARRIED.

4. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SAUGER, SUPPORTED BY JOAN FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE TRANSFER OF \$5,000 FROM THE OPERATING BUDGET TO THE SALARY BUDGET WITHIN THE 2007 COURT BUILDING SECURITY BUDGET TO COVER EXTRA SECURITY FOR THE GRANT TRIAL AS OUTLINED IN THE ATTACHED MEMO FROM THE CIRCUIT COURT. NO ADDITIONAL FUNDING IS REQUESTED. THE MOTION CARRIED.

5. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY GIELEGHEM, SUPPORTED BY BRDAK, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE PAYMENT OF \$5,527.25 TO VERCRUYSSSE MURRAY & CALZONE FOR PROFESSIONAL SERVICES RENDERED THROUGH OCTOBER 31, 2007. FUNDING IS AVAILABLE IN THE CONTINGENCY ACCOUNT. THE MOTION CARRIED.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan J. Roberts - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9

Ed Szczepanski - District 11
Peter J. Lood - District 12
Don Brown - District 13
Brian Brdak - District 14

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegem - District 19

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25

COMMITTEE	DEPARTMENTAL RESPONSIBILITY	REVENUE	EXPENSES	TOTAL	ACTION TAKEN/REQUIRED
BUDGET	EQUALIZATION	\$ -	\$ -	-	REDUCE PERSONNEL
COMMUNITY SERVICES	COMMUNITY SERVICES AGENCY	\$ -	\$ 31,642	-	INCR REVENUE SOURCE/REDUCE GF
	VETERANS SERVICES	\$ -	\$ 20,000	-	GRAVE MARKER REDUCTION TO \$100
	LIBRARY	\$ -	\$ 108,718	-	REDUCE 2 POS IN JANUARY
	MSU EXTENSION SERVICES	\$ -	\$ 55,263	-	REDUCE OPERATING
FINANCE	FINANCE DEPARTMENT	\$ -	\$ -	-	REDUCE PERSONNEL
	PURCHASING	\$ -	\$ 6,220	-	REDUCE PERSONNEL
	RISK MANAGEMENT	\$ -	\$ 8,500	-	JANUARY FINANCE COMM
	TREASURER	N/A	N/A	-	JANUARY FINANCE COMM
HEALTH SERVICES	DEPT OF HUMAN SERVICES (FIA)	\$ -	\$ -	-	SERVICE REDUCTION
	HEALTH DEPARTMENT	\$ -	\$ 60,000	-	SERVICE REDUCTION
	COMMUNITY MENTAL HEALTH	\$ -	\$ 100,000	-	REDUCE OPERATING
	SUBSTANCE ABUSE	\$ -	\$ -	-	SERVICE REDUCTION
	MARTHA T BERRY	\$ -	\$ -	-	SERVICE REDUCTION
	X CIRCUIT COURT	\$ -	\$ 73,180	-	REDUCE OPERATING
	X DISTRICT COURT I	\$ -	\$ 5,000	-	REDUCE OPERATING
	X DISTRICT COURT II	\$ -	\$ 5,000	-	REDUCE OPERATING
	X PROBATE COURT	\$ -	\$ 80,540	-	REDUCE OPERATING
	FAMILY COURT-JUVENILE	\$ -	\$ 35,000	-	REDUCE OPERATING
JPS	FRIEND OF THE COURT	\$ -	\$ 191,870	-	REDUCE OPERATING
	REIMBURSEMENT	\$ -	\$ -	-	REDUCE PERSONNEL
	PROBATION-CIRCUIT	\$ -	\$ 5,000	-	REDUCE OPERATING
	PROBATION-DISTRICT	\$ 10,000	\$ -	-	REV ENHANCEMENT
	PROSECUTING ATTORNEY	\$ -	\$ -	-	REDUCE PERSONNEL
	SHERIFF DEPARTMENT	\$ -	\$ -	-	ALREADY REDUCED \$500,000
	ORDINANCE CHARGES	\$ -	\$ -	-	NEED MEETING W/SHERIFF
	COMMUNITY CORRECTIONS	\$ -	\$ 11,300	-	REDUCE OPERATING
	BUILDING SAFETY (BLUE COATS)	\$ -	\$ 30,000	-	CLOSE 1ST FLOOR ADMIN BUILDING
	LAW LIBRARY	\$ -	\$ 5,850	-	REDUCE OPERATING
	* JUVENILE JUSTICE CENTER	\$ -	\$ -	-	\$100,000 SAVED IF LAUNDRY OUTSOURCED
	EMERGENCY MANAGEMENT	\$ -	\$ 3,000	-	REDUCE OPERATING
	TECHNICAL SERVICES	\$ -	\$ 6,000	-	REDUCE OPERATING
	X CHILD CARE	\$ -	\$ -	-	WILLING TO REDUCE POSITION
	LASC	COUNTY CLERK/REGISTER OF DEEDS	\$ 100,000	\$ -	-
INFORMATIONAL TECHNOLOGY		\$ -	\$ -	-	12.5 TO .18 CENTS BULK SALES ROD
TELECOMMUNICATIONS/REPAIRS CHARGES		\$ -	\$ 86,000	-	REDUCE CELL PHONE COSTS PER IT DIR
CORPORATION COUNSEL		\$ -	\$ -	-	IF APPROVED

COMMITTEE	DEPARTMENTAL RESPONSIBILITY BOARD OF COMMISSIONERS	REVENUE	EXPENSES	TOTAL	ACTION TAKEN/REQUIRED
		\$	\$		
OPERATIONAL SERVICES	PUBLIC WORKS	\$ 111,192	\$ -		PER NANCY RYAN MEMO DATE NOV, 2007
	FACILITIES AND OPERATIONS	\$ -	\$ 76,942		ELIM 1 CUSTODIAN POS & REDUCE PAPER TOWEL COSTS
	F & O SECURITY (GRAY COATS)	\$ -	\$ -		REDUCE PERSONNEL
	PARKS & RECREATION	\$ -	\$ -		ALREADY READY REDUCED \$100,000
PERSONNEL	HUMAN RESOURCES	\$ -	\$ 53,766		FREEZE A/C FOR ENTIRE 2008
	OMBUDSPERSON	\$ -	\$ -		FUNDING NOT IN BUDGET
PED	PLANNING	\$ 75,000	\$ -		FROM BLOCK GRANT TO PAY FOR PROG MANAGER
SENIOR CITIZENS	SENIOR CITIZENS SERVICES	\$ -	\$ 110,000		INCR RATES FOR ADULT DAY CARE PER DIRECTOR REDUCE GF CONTRIBUTION
	SENIOR LEGAL SERVICES	\$ -	\$ -		
	AREA AGENCY ON AGING	\$ -	\$ -		
NON-DEPARTMENTAL	IT CAP IMP FUND	\$ -	\$ 50,000		REDUCE COMP EQUIPMENT REPL
TOTAL EFFECT ON GENERAL FUND		\$ 296,192	\$ 1,218,791	\$ 1,514,983	

* RECOMMENDATION TO SEEK BID FOR JJC, MARTHA T. BERRY AND JAIL LAUNDRY
X - ADDITIONAL DEPARTMENTAL REDUCTIONS.



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
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January 23, 2008

TO: BOARD OF COMMISSIONERS

**FROM: BETTY SLINDE, CHAIR
FINANCE COMMITTEE**

**RE: RECOMMENDATIONS FROM FINANCE COMMITTEE MEETING OF
JANUARY 23, 2008**

At a meeting of the Finance Committee, held Wednesday, January 23, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY CAMPHOUS-PETERSON, SUPPORTED BY ROBERTS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR IN THE RECOMMENDATION OF LEGAL COUNSEL REGARDING PENDING LITIGATION WITH HILLSIDE PRODUCTIONS. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY CAMPHOUS-PETERSON, SUPPORTED BY RENGERT, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE MONTHLY BILLS (WITH CORRECTIONS, DELETIONS AND/OR ADDENDA) AND AUTHORIZE PAYMENT; FURTHER, TO APPROVE THE PAYROLL IN THE TOTAL AMOUNT OF \$14,232,605.03, WITH NECESSARY MODIFICATIONS TO THE APPROPRIATIONS. **THE MOTION CARRIED (WITH TORRICE ABSTAINING FROM BILLS FOR TORRICE AND ZALEWSKI, PLLC/CIRCUIT COURT FEES-DEFENSE ATTORNEYS).**

3. COMMITTEE RECOMMENDATION - MOTION (SEE ATTACHED)

A MOTION WAS MADE BY J. FLYNN, SUPPORTED BY SAUGER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE PAYMENT FOR THE FOLLOWING INVOICES:

HALL ROAD WAREHOUSE	BERNCO, INC.	\$ 13,193.60
JUVENILE JUSTICE CENTER- PHASE II	BERNCO, INC.	263,387.41
PLUMBING PIPING REVISIONS - COURT BUILDING	BUILDERS, INC.	14,949.00

MACOMB COUNTY BOARD OF COMMISSIONERS

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Andrey Duzjy - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Phillis DeSaele - District 10

Ed Szczeplanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegghem - District 19
Kathy Troon - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolat - District 26

**COMMITTEE RECOMMENDATIONS
FINANCE COMMITTEE
JANUARY 23, 2008**

PAGE 2

MASONRY RESTORATION	CUSACK'S MASONRY RESTORATION	52,570.56
42-2 DISTRICT COURT	E. GILBERT & SONS, INC.	524,712.55
42-2 DISTRICT COURT	PARTNERS IN ARCHITECTURE, PLC	11,046.56
PUBLIC WORKS BUILDING	PROJECT CONTROL SYSTEMS, INC.	86,600.42

FURTHER, FUNDS ARE AVAILABLE IN THE CAPITAL BUDGET.

THE MOTION CARRIED.

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY CAMPHOUS-PETERSON, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE FOLLOWING:

TO AUTHORIZE AN EXEMPTION FROM THE LIVING WAGE POLICY FOR THE PROVIDERS LISTED ON THE ATTACHED SHEET, TO BE EFFECTIVE AS OF THE JANUARY FULL BOARD MEETING DATE AND EXPIRING WHEN THE CONTRACTS EXPIRE ON SEPTEMBER 30, 2009 AND

THAT A LETTER BE SENT TO THE COMMUNITY MENTAL HEALTH DEPARTMENT INDICATING THAT THE EXEMPTION PROCESS IS STILL IN REVIEW AND THAT THE EXEMPTIONS FOR PROVIDERS SHALL CONTINUE UNTIL THE WORK OF THE AD HOC COMMITTEE IS CONCLUDED AND REPORTED TO THE FULL BOARD.

THE MOTION CARRIED.

5. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY D. FLYNN, SUPPORTED BY TORRICE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE PAYMENT OF \$525 TO VERCRUYSSSE MURRAY & CALZONE FOR PROFESSIONAL SERVICES RENDERED THROUGH DECEMBER 31, 2007, WITH FUNDING AVAILABLE IN THE CONTINGENCY ACCOUNT; PREVIOUS PAYMENT OF \$5,527.25 FOR SERVICES RENDERED THROUGH OCTOBER 31, 2007 WAS MADE FROM THE CONTINGENCY ACCOUNT. **THE MOTION CARRIED.**

6. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY DOHERTY, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE FOLLOWING FOR THE ANNUAL VOLUNTEER RECOGNITION AWARDS PROGRAM: ACCEPT NOMINATIONS AND SELECT OUTSTANDING VOLUNTEER WINNERS (TWO FROM EACH MACOMB COUNTY COMMISSIONER DISTRICT); INVITE WINNERS TO THE ADMINISTRATION BUILDING AT 7 P.M. ON WEDNESDAY, APRIL 23, 2008 TO AN AWARD CEREMONY TO BE HELD IN THE BOARD ROOM; THE CEREMONY WOULD BE FOLLOWED BY A "COFFEE AND DESSERT" RECEPTION. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR SLINDE, SUPPORTED BY VICE-CHAIR SZCZEPANSKI.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO _____ *see below

INTRODUCED BY: _____ from the floor

*At the 1-23-08 meeting of the Finance Committee, the following motion was approved:

COMMITTEE RECOMMENDATION – MOTION

A MOTION WAS MADE BY CAMPHOUS-PETERSON, SUPPORTED BY ROBERTS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR IN THE RECOMMENDATION OF LEGAL COUNSEL REGARDING PENDING LITIGATION WITH HILLSIDE PRODUCTIONS. **THE MOTION CARRIED.**

COMMITTEE/MEETING DATE

Finance	1-23-08
Full Board	1-24-08

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Approve List of Bills as Prepared and Mailed under Separate Cover by the Finance Department

INTRODUCED BY: Betty Slinde, Chair, Finance Committee

Commissioner Torrice abstained from bills for Torrice and Zalewski, PLLC (Circuit Court fees/defense attorneys).

COMMITTEE/MEETING DATE

<u>Finance</u>	<u>1-23-08</u>
<u>Full Board</u>	<u>1-24-08</u>

A.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to Bernco, Inc., in the amount of \$13,193.60 for construction services performed for the Hall Road Warehouse.

Application No. 9. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair
Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

Operational Services: ~~1/18/08~~ CANCELLED

Finance 1-23-08 *

Full Board 1-27-08

B.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to Bernco, Inc., in the amount of \$263,387.41 for construction services performed for the Juvenile Justice Center - Phase II Renovations.

Application No. 3. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair
Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

~~Operational Services: 1/10/08 CANCELLED~~
Finance 1-23-08 *
Full Board 1-24-08

C.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to Builders, Inc., in the amount of \$14,949.00

for construction services performed for the Plumbing Piping Revisions - Court Building.

Application No. 6. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair

Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

Operational Services: 1/16/08 CANCELLED

Finance 1-23-08 *

Full Board 1-24-08

D.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to Cusack's Masonry Restoration, Inc., in the amount of \$52,570.56 for services performed for the 2007 Masonry Restoration Project - Juvenile Court.

Application No. 1. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair
Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

~~Operational Services: 1/16/08~~ CANCELLED
Finance 1-23-08*
Full Board 1-24-08

E.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to E. Gilbert & Son's, Inc., in the amount of
\$524,712.55 for services performed for the 42nd District Court - Division II.

Application No. 9. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair
Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

~~Operational Services: 1/16/08~~ CANCELLED
Finance 1-23-08 *
Full Board 1-24-08

F.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to Partner's in Architecture, PLC., in the amount of

\$11,046.56 for architectural services performed for the 42nd District Court - Division II.

Invoice No. 1413. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair

Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

Operational Services: 1/16/08 - CANCELLED

Finance 1-23-08 *

Full Board 1-24-08

6.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve payment to Project Control Systems, Inc., in the amount of

\$86,600.42 for construction services performed for the Public Works Building.

Application No. 30. Funds are available in the Capital Budget.

INTRODUCED BY: Commissioner Joan Flynn, Chair

Operational Services Committee

* WAIVED BY OPERATIONAL SERVICES COMMITTEE CHAIR

COMMITTEE/MEETING DATE

Operational Services: 1/16/08 - CANCELLED

Finance 1-23-08*

Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO review applications and determine method for applying exemptions
*see below

INTRODUCED BY: Kathy Vosburg, Chair, Ad Hoc Committee to Review Applications for Exemption from Living Wage Policy

***At the 1-9-08 Ad Hoc Committee meeting, the following motion was approved:**

MOTION

****SEE BELOW**

A motion was made by Doherty, supported by Vosburg, to authorize a ~~two~~-year exemption from the Living Wage Policy for the providers listed on the attached sheet, to be effective as of the January Full Board meeting date and expiring when the contracts expire on September 30, 2009 and forward to the Finance Committee. **The Motion Carried.**

****At the 1-23-08 Finance Committee meeting, a friendly amendment was approved to delete the words "two-year".**

COMMITTEE/MEETING DATE

<u>Ad Hoc</u>	<u>1-9-08</u>
<u>Finance</u>	<u>1-23-08</u>
<u>Full Board</u>	<u>1-24-08</u>

<u>Group Name</u>	<u>Qualify for Exemption?</u>	<u>Profit off 990</u>	<u>Cost of LW</u>	<u>Shortfall</u>	<u>Notes</u>
ARC Services of Macomb	Yes	\$ 202,452.00	\$ 467,612.08	\$ (265,160.08)	
Chrysalis Developmental Homes	Yes	\$ (16,500.00)	\$ 66,210.56	\$ (82,710.56)	
Completion House	Yes	\$ 72,119.00	\$ 81,232.32	\$ (9,113.32)	
Creative Employment Opportunities	Yes	\$ 19,049.00	\$ 403,865.28	\$ (384,816.28)	
Creative Lifestyles	Yes	\$ 64,499.00	\$ 192,173.28	\$ (127,674.28)	
D.A. Residential	Yes	\$ 28,342.00	\$ 117,710.32	\$ (89,368.32)	
Homes of Opportunity	Yes	\$ (14,882.00)	\$ 37,602.24	\$ (52,484.24)	
Independent Opportunities of Michigan	Yes	\$ 435,533.00	\$ 677,055.60	\$ (241,522.60)	
Inter-Disiplinary Advantage	Yes	\$ (74,117.00)	\$ 48,150.96	\$ (122,267.96)	
Judson Center	Yes	\$ (181,616.00)	\$ 78,361.92	\$ (259,977.92)	
Life Skills Centers	Yes	\$ 93,586.00	\$ 270,941.84	\$ (177,355.84)	
Macomb Family Services	Yes	\$ (10,169.00)	\$ 618,642.96	\$ (628,811.96)	
Macomb Residential Opportunities	Yes	\$ 32,308.00	\$ 635,363.04	\$ (603,055.04)	
Michigan Share	Yes	\$ 9,778.00	\$ 174,998.72	\$ (165,220.72)	
New Passages	Yes	\$ 15,156.00	\$ 305,482.32	\$ (290,326.32)	
North Oakland Residential Services	Yes	\$ (19,592.00)	\$ 69,535.44	\$ (89,127.44)	
Quest	Yes	\$ 177,034.00	\$ 184,662.40	\$ (7,628.40)	

distributed
1-9-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO *see below

INTRODUCED BY: Kathy Vosburg, Chair, Ad Hoc Committee to Review Applications for Exemption from Living Wage Policy

***At the 1-9-08 meeting of the Ad Hoc Committee, the following motion was approved and is being forwarded to the Finance Committee:**

MOTION

A motion was made by Doherty, supported by Gieleghem, that a letter be sent to the Community Mental Health Department indicating that the exemption process is still in review and that the exemptions for providers shall continue until the work of the Ad Hoc Committee is concluded and reported to the Full Board. **The Motion Carried.**

COMMITTEE/MEETING DATE

<u>Ad Hoc</u>	<u>1-9-08</u>
<u>Finance</u>	<u>1-23-08</u>
<u>Full Board</u>	<u>1-24-08</u>

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO identify a funding source and approve payment of \$525.00 to Vercruysse Murray & Calzone, for professional services rendered through December 31, 2007. Previous payment of \$5,527.25 for services rendered through October 31, 2007 was made from the contingency account.

INTRODUCED BY: Commissioner Betty Slinde, Chairman, Finance Committee

(attachment)

COMMITTEE/MEETING DATE

Finance 1-23-08

Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO discuss and decide on how to proceed with planning of the 19th Annual Volunteer Recognition Awards Program including but not limited to the following options:

- I. Accept nominations and select Outstanding Volunteer winners (4 from each Macomb County Commissioner District as in years past). Notify winners in the form of a "thank you" letter for their service to others from the Board of Commissioners. Announce winners on County website and send out press release to local media. No formal ceremony is held.
- II. Accept nominations and select Outstanding Volunteer winners (2 from each Macomb County Commissioner District). Invite winners to the Administration Building at 7:00 p.m. on Wednesday, April 23, 2008, to an Award Ceremony to be held in the Board Room. The ceremony would be followed by a "coffee and dessert" reception.
- III. Obtain funding from outside source to host this event at a hall as in years past. Source would need to be identified, and details surrounding sponsorship ironed out in order to bring to the Board for approval by the February 14, 2008 Full Board meeting date.
- IV. Do not host the event this year due to lack of funding.

INTRODUCED BY: Commissioner Betty Slinde, Chairman, Finance Committee

COMMITTEE/MEETING DATE

Finance 1-23-08

Full Board 1-24-08



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

January 23, 2008

TO: BOARD OF COMMISSIONERS

FROM: KATHY VOSBURG, CHAIR
AD HOC COMMITTEE TO REVIEW APPLICATIONS FOR
EXEMPTION FROM LIVING WAGE POLICY

RE: RECOMMENDATION FROM AD HOC COMMITTEE MEETING OF 1-23-08

At a meeting of the Ad Hoc Committee to Review Applications for Exemption from Living Wage Policy, held Wednesday, January 23, 2008, the following recommendation was made and is being waived by the Finance Committee Chair to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY DeSAELE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE AN EXEMPTION FROM THE LIVING WAGE POLICY FOR THE PROVIDERS LISTED ON THE ATTACHED SHEET, TO BE EFFECTIVE AS OF THE JANUARY FULL BOARD MEETING DATE AND EXPIRING WHEN THE CONTRACTS EXPIRE ON SEPTEMBER 30, 2009. THE MOTION CARRIED.

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR VOSBURG, SUPPORTED BY VICE-CHAIR GIELEGHEM.

MACOMB COUNTY BOARD OF COMMISSIONERS

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Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
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Joan Flynn - District 6
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Sergeant-At-Arms

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Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO *see below

INTRODUCED BY: from the floor

***At the 1-23-08 meeting of the Ad Hoc Committee to Review Applications for Exemption from Living Wage Policy, the following motion was approved:**

COMMITTEE RECOMMENDATION – MOTION

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY DeSAELE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE AN EXEMPTION FROM THE LIVING WAGE POLICY FOR THE PROVIDERS LISTED ON THE ATTACHED SHEET, TO BE EFFECTIVE AS OF THE JANUARY FULL BOARD MEETING DATE AND EXPIRING WHEN THE CONTRACTS EXPIRE ON SEPTEMBER 30, 2009. **THE MOTION CARRIED.**

COMMITTEE/MEETING DATE

<u>Ad Hoc</u>	<u>1-23-08</u>
<u>Full Board</u>	<u>1-24-08*</u>

***waived by Finance Committee Chair**

Providers that have qualified for an exemption (round 2)

<u>Group Name</u>	<u>Qualify for Exemption?</u>
Alternative Services	Yes
Life Center	Yes
Neighborhood Residential	Yes
Childrens Home of Detroit	Yes
Communication Access Center for the Deaf and Hard of Hearing	Yes
Community Homes	Yes
Friends & Family	Yes
Hope Network	Yes
Integrated Living	Yes

Distributed
1-23-08



BOARD OF COMMISSIONERS

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Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

January 24, 2008

TO: BOARD OF COMMISSIONERS

**FROM: DANA CAMPHOUS-PETERSON, CHAIR
PERSONNEL COMMITTEE**

**RE: RECOMMENDATIONS FROM PERSONNEL COMMITTEE
MEETING OF JANUARY 24, 2008**

At a meeting of the Personnel Committee, held Thursday, January 24, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. SUBSTITUTE COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY LUND, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE RECONFIRMATION OF ANY OF THE PROPOSED VACANCIES THAT ARE 100 PERCENT GRANT FUNDED, INCLUDING BENEFITS, AND POSTPONE ALL OTHERS UNTIL THE FEBRUARY MEETING. **THE MOTION CARRIED.** (roll call vote: Yes-Brdak, Brown, Bruley, Crouchman, DeSaele, Doherty, Drolet, D. Flynn, J. Flynn, Gielegem, Lund, Mijac, Rengert, Roberts, Rocca, Sauger, Slinde, Szczepanski, Tocco, Torrice, Vosburg, Duzyj and Camphous-Peterson)

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DeSAELE, SUPPORTED BY J. FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE A TITLE CHANGE ONLY FOR TWO POSITIONS CURRENTLY CLASSIFIED AS STATION OPERATOR TO EQUIPMENT OPERATOR IN OFFICE OF PUBLIC WORKS. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY SAUGER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE COMPLETION OF THE SUPERVISORY TRAINING PROGRAM AS OUTLINED IN A JANUARY 16, 2008 CORRESPONDENCE FROM THE ACTING DIRECTOR OF THE HUMAN RESOURCES DEPARTMENT. **THE MOTION CARRIED.**

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
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Kathy D. Vosburg - District 25
Leon Drolet - District 26

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE AN EXTENSION OF THE VOLUNTARY FOUR-DAY WORKWEEK PROGRAM UNTIL DECEMBER 31, 2008. **THE MOTION CARRIED.**

5. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY TOCCO, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THAT THE HUMAN RESOURCES DEPARTMENT AND CORPORATION COUNSEL BE DIRECTED TO REPORT BACK TO COMMITTEE IN FEBRUARY REGARDING DESIGNATION OF DIRECTORS POSITIONS AS AT WILL; FURTHER, THAT ANY INTERVIEWS FOR DIRECTORS CURRENTLY CONDUCTED INCLUDE A VERBAL NOTICE THAT AT WILL DESIGNATION IS UNDER CONSIDERATION BY THIS BOARD AND THAT ANY OFFERS OF EMPLOYMENT INCLUDE WRITTEN NOTIFICATION OF AT WILL STATUS. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR CAMPHOUS-PETERSON, SUPPORTED BY VICE-CHAIR DUZYJ.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

***SEE BELOW**

RESOLUTION TO _____ approve the reconfirmation of the following vacancies

INTRODUCED BY: _____ Commissioner Dana Camphous-Peterson, Chair
_____ Personnel Committee

I. In accordance with the Personnel Policy to reconfirm vacant budgeted position(s), the following position(s) are submitted:

CLASSIFICATION

DEPARTMENT

One Assessor/Therapy Coordinator (David Jasinski)
Reason for Position being Vacant: Resignation
Date Position to be Vacant: 04-06-07
Exit Interview Completed: Yes

Circuit Court

One Therapist II (Bruce Faehner)
Reason for Position being Vacant: Retirement
Date Position to be Vacant: 12-09-05
Exit Interview Completed: Yes*

Community Mental Health

One Computer Maintenance Clerk (Mallory Charby)
Reason for Position being Vacant: Resignation
Date Position to be Vacant: 01-02-08
Exit Interview Completed: Yes

County Clerk/Register of Deeds

One Typist Clerk III (Kay Moon)
Reason for Position being Vacant: Retirement
Date Position to be Vacant: 01-03-08
Exit Interview Completed: Yes

Equalization

*At the 1-24-08 Personnel Committee meeting, the following substitute motion was approved:

SUBSTITUTE COMMITTEE RECOMMENDATION - MOTION

A MOTION WAS MADE BY BRULEY, SUPPORTED BY LUND, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE RECONFIRMATION OF THE VACANCIES THAT ARE 100 PERCENT GRANT FUNDED, INCLUDING BENEFITS, AND POSTPONE ALL OTHERS UNTIL THE FEBRUARY MEETING. **THE MOTION CARRIED.** (roll call vote: Yes-Brdak, Brown, Bruley, Crouchman, DeSaele, Doherty, Drolet, D. Flynn, J. Flynn, Gielegem, Lund, Mijac, Rengert, Roberts, Rocca, Sauger, Slinde, Szczepanski, Tocco, Torrice, Vosburg, Duzyj and Camphous-Peterson)

COMMITTEE/MEETING DATE

Personnel 01-24-08
Full Board 1-24-08

CLASSIFICATION

DEPARTMENT

**One Licensed Boiler Operator/Refrigeration Maintenance
1st Class (Martin Laus)**

Facilities & Operations

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 01-11-08
Exit Interview Completed: Yes*

One Enforcement Investigator (James DuHadway)

Friend of the Court

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 12-14-07
Exit Interview Completed: Yes

One Community Health Technician (Leilani Radloff)

Health

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 01-02-08
Exit Interview Completed: Yes

One Computer Maintenance Clerk (Christine Tringali)

Health

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 01-11-08
Exit Interview Completed: Yes*

One Medical Examiner Investigator (Michael Peltier)

Health

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 12-04-07
Exit Interview Completed: Yes

One Business Systems Analyst (Jacqueline Bucca)

Information Technology

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 12-14-07
Exit Interview Completed: Yes

One Business Systems Analyst (David Zacharzewski)

Information Technology

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 12-28-07
Exit Interview Completed: Yes

One Literacy Coordinator (Jessica Cheshire)

Library

Reason for Position being Vacant: Resignation
Date Position to be Vacant: 01-17-08
Exit Interview Completed: Pending

One Paralegal (John Genord)

Probate Court - Mental

Reason for Position being Vacant: Resignation
Date Position to be Vacant: 12-28-07
Exit Interview Completed: Yes

One Personal Property Tax Collector (Susan Sabaugh)

Treasurer

Reason for Position being Vacant: Retirement
Date Position to be Vacant: 09-17-07
Exit Interview Completed: Yes

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO _____ Recommend Title Change Only for two (2) positions currently classified
_____ as Station Operator to Equipment Operator

INTRODUCED BY: _____ Commissioner Dana Camphous-Peterson, Chairperson
_____ Personnel Committee

COMMITTEE/MEETING DATE

Personnel 01-24-08

Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend Approval of the Completion of the Supervisory Training
Program

INTRODUCED BY: Commissioner Dana Camphous-Peterson, Chairperson
Personnel Committee

COMMITTEE/MEETING DATE

Personnel 01-24-08

Full Board 1-24-08



HUMAN RESOURCES DEPARTMENT

10 N. Main St., 4th Floor
Mount Clemens, Michigan 48043
586-469-5280 Fax 586-469-6974
macombcountymi.gov

Labor Relations:
Eric A. Herppich
469-7241

January 16, 2008

Personnel Services:
Douglas J. Fouty
469-6126

TO: Commissioner Dana Camphous-Peterson, Chair
Personnel Committee and Committee Members

FROM: Eric A. Herppich, Acting Director
Human Resources

RE: Recommend approval of the completion of the Supervisory Training Program

In 2006, the Human Resources Department developed a comprehensive Supervisory Training Program (outline is attached). This Program was implemented and delivered to approximately 150 Department Heads, Managers and Supervisors during 2007. As the outline indicates, County staff covers a variety of issues, including the hiring process, orientations, general labor law, County's Personnel Manual, administering the Collective Bargaining Agreement, financial processes, risk management and media relations responsibilities.

The staff of the Human Resources Department, Corporation Counsel, Risk Management, Finance and Public Affairs has presented the internal training components. The training components for Leadership and Diversity have been provided by outside vendors previously approved by the Board of Commissioners.

Currently there are approximately 100 employees participating in the internal training components, with the last group scheduled for completion on January 18, 2008.

It is important that these 100 employees be provided the Leadership and Diversity Training to complete this project. The cost for the completion of this training project is \$65,840 per the attached correspondence from both outside vendors, Loomam & Associates and The Champion Services Group, Inc.

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Commissioner Dana Camphous-Peterson, Chairperson
Personnel Committee and Committee Members
January 16, 2008
Page 2

It is the recommendation of the Human Resources Department that the Personnel Committee approve the continuation of the Supervisory Training Program for these remaining employees at a cost of \$65,840. Also, that the Supervisory Training Program be provided once per year for employees either newly hired or promoted to supervisory or management positions with funding coming from the Human Resources operating budget.

EAH/mb
Attachments

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend Extension of Voluntary Four-Day Workweek Program

INTRODUCED BY: Commissioner Dana Camphous-Peterson, Chairperson
Personnel Committee

COMMITTEE/MEETING DATE

Personnel 01-24-08

Full Board 1-24-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO *see below

INTRODUCED BY: from the floor

*At the 1-24-08 Personnel Committee meeting, the following motion was approved:

COMMITTEE RECOMMENDATION – MOTION

A MOTION WAS MADE BY BRULEY, SUPPORTED BY TOCCO, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THAT THE HUMAN RESOURCES DEPARTMENT AND CORPORATION COUNSEL BE DIRECTED TO REPORT BACK TO COMMITTEE IN FEBRUARY REGARDING DESIGNATION OF DIRECTORS POSITIONS AS AT WILL; FURTHER, THAT ANY INTERVIEWS FOR DIRECTORS CURRENTLY CONDUCTED INCLUDE A VERBAL NOTICE THAT AT WILL DESIGNATION IS UNDER CONSIDERATION BY THIS BOARD AND THAT ANY OFFERS OF EMPLOYMENT INCLUDE WRITTEN NOTIFICATION OF AT WILL STATUS. **THE MOTION CARRIED.**

COMMITTEE/MEETING DATE

<u>Personnel</u>	<u>1-24-08</u>
<u>Full Board</u>	<u>1-24-08</u>

RECYCLABLE PAPER

WHEREAS, Comcast Cablevision is among the companies that furnish cable television subscriptions to residents of Macomb County; and

WHEREAS, townships, cities, villages and other governmental entities in Macomb County have committed substantial resources to deliver programming on public access, educational and governmental access channels, also known as PEG; and

WHEREAS, the PEG channels are an important means used by local governments and school districts to communicate vital and enriching information to residents; and

WHEREAS, Comcast Cablevision intends to move PEG channels from their long-standing and familiar low-tier locations on that are available to all residents who subscribe to basic, analog cable service; and

WHEREAS, Comcast's new, high-tier locations for the PEG channels will force customers to pay more for digital cable service and rent or purchase digital cable boxes or decoding devices; and

WHEREAS, the most economically vulnerable citizens who may be most in need of the information transmitted over the PEG channels now will not be able to access those channels without additional cost; and

WHEREAS, moving the PEG channels to a higher tier accessible only to Comcast's digital cable customers will reduce the number of viewers and, therefore, greatly diminish the investment in broadcast services made by local governments over many years;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Macomb County Board of Commissioners urges Comcast Cablevision to preserve the low-band locations of public access, educational and governmental channels and agree never to change those channel locations without the written consent of the governmental entity that provides programming on such channels;

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve addendum to the WiFi Rooftop License/Lease Agreement with Central Solution to include the Court Building to provide wireless Internet service in the immediate downtown Mount Clemens area.

INTRODUCED BY: Commissioner Joan Flynn, Chairperson-Operational Services Committee

* WAIVED TO FULL BOARD BY OPERATIONAL SERVICES
COMMITTEE CHAIR

COMMITTEE/MEETING DATE

~~Operational Services Committee 1/16/08~~ CANCELLED

Full Board 1-24-08*



INFORMATION TECHNOLOGY

10 N. Main St., 7th Floor
Mount Clemens, Michigan 48043
586-469-0524 FAX 586-469-6547
macombcountymi.gov

C. N. Zerkowski
Director

January 4, 2008

TO: Commissioner Joan Flynn, Chair
Operational Service Committee
Macomb County Board of Commissioners

FROM: Cyntia N. Zerkowski, Director 
Information Technology

SUBJECT: WiFi Rooftop License Addendum

In December 2007, the Board of Commissioners approved the WiFi Rooftop License/Lease Agreement to permit the mounting of wireless radios on the old County Building (10 N. Main).

The vendor, Central Solution, has requested rooftop access to the Court building (40 N. Main) to enhance coverage across the downtown area. The addition of the Court building would be an addendum to the agreement, under the same terms and conditions.

CZ/de

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RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO approve the request by Martha Jarvis to purchase 36 months of City of Detroit prior governmental service time.

INTRODUCED BY: William A. Crouchman, Chairman

SEE ATTACHED MATERIAL

COMMITTEE/MEETING DATE

Full Board 1-24-08



HEALTH DEPARTMENT WIC Program

13

21885 Dunham Road, Suite 13
Clinton Township, Michigan 48036
586-469-5471 FAX 586-783-0965
macombcountymi.gov/publichealth

Thomas J. Kalkofen
Director/Health Officer

Kevin P. Lokar, M.D.
Medical Director

To: David Diegel, Secretary
Employees' Retirement System

Date: November 26, 2007

Subject: Purchase of Prior Governmental Service Time

This serves as my request for permission to purchase prior governmental service time. I am requesting to purchase 36 months from the City of Detroit for \$16,101. See attached for correspondence.

I understand that my request is subject to Board of Commissioner approval. If approved, please advise on how funds are transferred. I can be reached at 586-469-5570. Thank you in advance for your assistance.

Respectfully,

Martha Jarvis
Program Manager
Macomb County Health Department WIC Program

Attachment

This request has been reviewed and is in conformance with the Retirement Ordinance requirements.

Date: 11/28/07

By: [Signature]

MACOMB COUNTY BOARD OF COMMISSIONERS

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14

EMPLOYEE'S RETIREMENT SYSTEM

10 N. Main St., 12th Floor
Mt. Clemens, Michigan 48043
586-469-5250 Fax 586-469-5847

TO: Martha Jarvis
Health Department

COMMISSION MEMBERS

Betty Slinde
Chairperson
County Commissioner

Sharon Souza
Vice-Chairperson
Employee Representative

Chris Carmody
Employee Representative

William A. Crouchman
County Commissioner

Gary R. Cutler
Employee Representative

Fran Gillett
Road Commissioner

William J. Revoir
County Commissioner

Walter Warfield
Retiree Representative

David M. Diegel
Secretary

Ted B. Wahby
Treasurer

George E. Brumbaugh, Jr.
Legal Adviser

SUBJECT: Purchase of Prior Governmental Service Time

DATE: August 13, 2007

The Macomb County Board of Commissioners has adopted new policies regarding the purchase of prior government service. Based on your County service to date of 12 years and 7 months, your purchase of other government time is limited to the lower of your time worked with the other governmental unit or 36 months. The cost of 36 months with the City of Detroit is \$16,101 until December 31, 2007.

This letter does not constitute approval to purchase this time; it is only for your information as to cost.

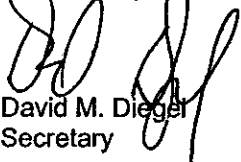
Should you wish to proceed with this purchase you must apply to and receive permission from the Macomb County Board of Commissioners. The Board of Commissioners will determine your eligibility by an affirmative vote of not less than three-fifth of its members.

You are also advised that in the event your bargaining unit has the Annuity Withdrawal privilege on retirement, the purchase amount of the above time will not qualify. Annuity Withdrawal is available only for those sums contributed pursuant to the Macomb County Employees Retirement System retirement deductions.

Please note: The purchase of prior other governmental service is limited to a ratio of one year purchased for every four years of County service time to a maximum of 5 years based on 20 years of County service.

If you wish to request permission to purchase the above noted other government time please address a letter to the undersigned.

Respectfully,


David M. Diegel
Secretary

DD/rg

cc: W. Fisher

MACOMB COUNTY BOARD OF COMMISSIONERS

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Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Deberry - District 5

Sue Rocca - District 7
James E. McCarthy - District 8
Robert Mijac - District 9
Philis DeSaele - District 10
Ed Szymanski - District 11

Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15
William J. Davis - District 16

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District 20
Chair

Joan Flynn
District 6
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Bobby L. Hill - District 17
Bob Gibson - District 18
Paul Gielegern - District 19
Paul S. ... - District 20

William A. Crouchman - District 23
Peggy A. Kennard - District 24
Kathy D. Vosburg - District 25

RECYCLABLE PAPER

**MACOMB COUNTY
OFFICE OF EMERGENCY MANAGEMENT AND
COMMUNICATIONS**

1818
COUNTY BUILDING - 4TH FLOOR
101 NORTH MAIN STREET
MOUNT CLEMENS, MICHIGAN 48043
PHONE (586) 469-5270
FAX (586) 469-6439


Victoria Wolber
Acting Director

BOARD OF COMMISSIONERS

Andrey Duzyj
District 1
Marvin E. Sauger
District 2
Phillip A. DiMaria
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Jon M. Switalski
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District 15
Carey Torrice
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Ed Bruley
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Vice Chair
District 18
Paul Gielegem
District 19
Kathy Tocco
District 20
Leonard Haggerty
Sergeant-At-Arms
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Betty Slinde
District 22
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Chair
District 23
Sarah Roberts
District 24
Kathy D. Vosburg
District 25
Leon Drolet
District 26

January 02, 2008

To : William A. Crouchman, Chairman
Macomb County Board of Commissioners

From : Victoria Wolber, Acting Director 
Office of Emergency Management

Subject: Local Emergency Planning Committee Application

Please submit the enclosed application for nomination to the Macomb County Local Emergency Planning Committee (LEPC) at the next Full Board session. Upon notification of the appointment I will submit the application to the State Emergency Response Commission (SERC) for final appointment.

The nominee will represent the following category:

<u>Name</u>	<u>Category</u>
Brian Tyrell	4-Fire Fighting

If you have any questions, please call me at 469-5270.

pml

08 JAN -4 PM 2:05

8. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board? _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment

will benefit Macomb County. 18 years of Fire Service experience
Fire marshal / responsible for SARA, FFRTK Site Plan &
Pre-planning responsibilities.

I hereby apply for appointment to Local Emergency Planning Committee and do swear or affirm that
Board or Commission

(1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

Brian Tyrell
Signature

Brian Tyrell
Name (Print or Type)

Subscribed and sworn to before me this
_____ day of _____, 19 _____

N/A

12/5/07
Date

Notary Public
Macomb County, Michigan
My commission expires: _____

Nominated By: _____
Name(s) of Commissioner



COMMUNITY MENTAL HEALTH

22550 Hall Road
Clinton Township, MI 48036
586-469-5275 FAX 586-469-7674

January 8, 2008

Donald I. Habkirk, Jr.
Executive Director

BOARD OF DIRECTORS
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Chairperson

Janice A.B. Wilson
Vice-Chairperson

Joan Flynn
Secretary-Treasurer

Del (Delphine) Becker
Patricia Bill
Marilyn Brown
Mary Louise Daner
Michael Heafield
Rose Ann Mrosewske
Brian Negovan
James M. Perna
Betty Slinde

William A. Crouchman, Chairman
Macomb County Board of Commissioners
9th Floor, Administration Building
Mt. Clemens, MI 48043

Dear Chairman Crouchman:

At its meeting of November 20, 2007, the Macomb County Community Mental Health Board of Directors approved the recommendation of the Office of Substance Abuse to reappoint Michael Gallagher to the Substance Abuse Advisory Council for a period of three years.

The Council is advisory in nature and no per diem is paid. The Council meets regularly throughout the year to provide input and review the needs of the community and the services necessary to meet those needs.

The Macomb County Board of Commissioners is hereby formally requested to approve the reappointment of **Michael Gallagher** to the Substance Abuse Advisory Council.

The original application is attached for your review. As usual, additional slots are available should the Board of Commissioners wish to appoint other individuals to the Substance Abuse Advisory Council.

For additional information or if there are questions, please contact Donald Habkirk at 469-5779 or Randy O'Brien at 469-5278. Thank you for your consideration.

Sincerely,

Louis J. Burdi
LOUIS J. BURDI
Chairperson

LJB/bl

cc: D. Habkirk; R. O'Brien



A CARF Accredited Organization



MEMBER

MACOMB COUNTY BOARD OF COMMISSIONERS

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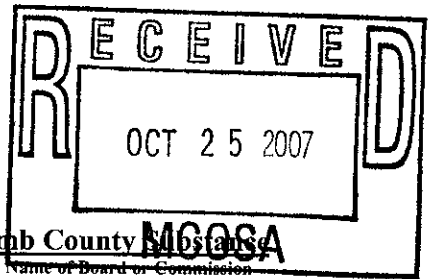
Dana Camphous-Peterson
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Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

APPLICATION FOR APPOINTMENT
MACOMB COUNTY BOARD OR COMMISSION



I, Michael Gallagher, hereby make application for appointment to Macomb County Substance Abuse Advisory Council Name of Board or Commission

Abuse Advisory Council for three from December 13, 2007 through December 13, 2010
Number of Years Exact Dates of Appointment

TO THE MACOMB COUNTY BOARD OF COMMISSIONERS:

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

1. I reside at 33314 JUSTIN CT. New Baltimore
Street City

and have since 8/2/1994 Telephone 586 725-5254

2. I am at least 18 years of age: Yes No

3. Citizen of USA
Country

4. Employer: Triumph Gear Systems, Macomb. Telephone: 586 992-8842

a. Indicate nature of your work: Program MGR

b. Title: Program admin. MGR

5. Educational level and degrees received: High School + 1 1/2 years @ Macomb

6. I presently hold the following appointments and elected positions:

Substance Abuse Advisory Council Member Dec 13 2007
Title Appointment or Election Date

Title Appointment or Election Date

Title Appointment or Election Date

7. Previously held appointments and/or elected positions:

Title Dates Served

Title Dates Served

Title Dates Served

8. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board: Three

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

Having served three years on the council and over twenty years experience in the private business sector brings an unique and qualified perspective of corporate operations and how they function.

I hereby apply for appointment to Macomb County Substance Abuse Advisory Council and do swear or affirm that (1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

Michael Gallagher
Signature

Michael Gallagher
Name (Print or Type)

Subscribed and sworn to before me this

23 Day of OCTOBER, 2007.

Notary Public
Macomb County, Michigan
My commission expires:

DONNA M. LEBLANC
NOTARY PUBLIC STATE OF MI
MY COMMISSION EXPIRES 04/01/2009

Donna M. LeBlanc

Nominated By: _____
Name(s) of Commissioner