



BOARD OF HEALTH – PROGRAM, POLICY, & APPEALS COMMITTEE Agenda for December 6, 2021 at 1:00 PM

Hybrid Model – both physical attendance and virtual attendance available

<https://us02web.zoom.us/j/89327533729?pwd=ejNtanE2VGRRcGhUWVVF3ZDJIUEJIUT09>

1. Call to Order
 - a. Roll Call
2. Public Comment
3. New Business
 - a. FOIA Appeal Adams*
 - b. FOIA Appeal Mapes*
 - c. Driving Policy*
 - d. Health Officer Evaluation Results*
 - e. Health Officer Contract*
4. Adjournment



FOIA Appeal – Adams

On October 18, 2021 the FOIA Coordinator received a FOIA request from Ms. Adams, requesting “all the original documentation used to put this County/Country/World into a forced lockdown.” Her email request was also copied to cdcinfo@cdcinqury.onmicrosoft.com and foiarequest@hhs.gov. As the Branch-Hillsdale-St. Joseph Community Health Agency did not put the County/Country/World into a forced lockdown it is unable to provide documentation used to support those alleged actions.

On October 25, 2021 the FOIA Coordinator responded to Ms. Adams request advising her that we failed to identify records that would respond to her request. In accordance with 15 CFR Part 4.3, Records, which states, “Under the FOIA, the Department has no obligation to create, compile, or obtain from outside the Department a record to satisfy a request...” Ms. Adams was also advised that although this did not constitute a denial, because no records were found or withheld, she has the right to an appeal.

Additionally, Ms. Adams was advised that while we do not have the records she requested, some of the information may be available from other sources, such as the Michigan Department of Health and Human Services, the Centers for Disease Control, or the Food and Drug Administration.

The Freedom of Information Act (FOIA) requires the Agency to provide documents of “Public Record” but it is under no obligation to research, obtain, and compile records from other sources. Additionally, the purpose is not to exchange dialog and answer questions posed, but to provide “Public Records.” The Agency is obligated by law to provide specific documents identified in the request, but no documents were identified that would respond to the request as written.

Zimbra

fishert@bhsj.org

Re: APPEAL

From : Theresa Fisher <fishert@bhsj.org>

Wed, Dec 01, 2021 08:55 AM

Subject : Re: APPEAL

📎 1 attachment

To : Karla <mikarla907@gmail.com>

Cc : Rebecca Burns <burnsr@bhsj.org>

Ms. Adams,

I am writing to advise you of a schedule change for your FOIA appeal. The matter be decided at the December 9, 2021 meeting as I originally advised, but it will first be heard at the December 6, 2021 Board of Health Program, Policy, & Appeals Committee meeting. The Committee is an advisory Committee and they will typically make a recommendation that is voted on during the next Board meeting, which would be the December 9, 2021 meeting. I will provide the Committee members with the appeal letter you provided. You are welcome to attend both meetings.

Regards,
t

Theresa Fisher
Administrative Services Director
Branch-Hillsdale-St. Joseph
Community Health Agency
517-279-9561 x 107

100% Guaranteed Nothing will change if you do not try!

Website: www.bhsj.org

Notice: This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify me via e-mail and permanently delete the original and destroy all copies. Thank You.

From: "Theresa Fisher" <fishert@bhsj.org>
To: "Karla" <mikarla907@gmail.com>
Cc: "Rebecca Burns" <burnsr@bhsj.org>
Sent: Wednesday, November 10, 2021 1:34:37 PM

Subject: Re: APPEAL

Ms. Adams,

We have received your request for an appeal to the Board of Health related to your FOIA request dated October 18, 2021. The appeal will be presented to the Board at their next scheduled board meeting, which is December 9, 2021, and pursuant to MCL 15.240(3), that is the date the Board will be considered to have received the appeal.

Regards,

Theresa Fisher
Administrative Services Director
Branch-Hillsdale-St. Joseph
Community Health Agency
517-279-9561 x 107

100% Guaranteed Nothing will change if you do not try!

Website: www.bhsj.org

Notice: This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify me via e-mail and permanently delete the original and destroy all copies. Thank You.

From: "Rebecca Burns" <burnsr@bhsj.org>
To: "Theresa Fisher" <fishert@bhsj.org>
Sent: Sunday, November 7, 2021 10:08:25 PM
Subject: Fwd: APPEAL

Forwarding. We can discuss Monday.

**Rebecca A. Burns, M.P.H., R.S.
Health Officer**

Branch-Hillsdale-St. Joseph Community Health Agency "Your Local Health Department"
570 Marshall Rd, Coldwater, MI 49036
P: 517-933-3040 F: 517-278-2923 C: 269-501-2503
E: burnsr@bhsj.org



Visit: www.bhsj.org for Public Health Resources & Events

NOTICE: This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify me via e-mail and permanently delete the original and destroy all copies. Thank you.

From: "Karla" <mikarla907@gmail.com>
To: "Rebecca A. Burns, M.P.H., R.S." <burnsr@bhsj.org>
Sent: Sunday, November 7, 2021 3:32:10 PM
Subject: APPEAL

I am requesting an appeal on this FIOA as the office should have records pertaining to this as your job was to keep the community safe and informed.

Thanks

----- Forwarded message -----

From: **Theresa Fisher** <fishert@bhsj.org>
Date: Mon, Oct 25, 2021, 4:38 PM
Subject: Re: FOIA COVID-19
To: Karla <mikarla907@gmail.com>
Cc: Rebecca Burns <burnsr@bhsj.org>

Dear Ms. Adams,

This letter is in reference to your Freedom of Information Act (FOIA) request dated October 18, 2021 for records used to put the County/Country/World into a forced lockdown.

Our search of the Branch-Hillsdale-St. Joseph Community Health Agency records failed to identify records in our files that would respond to your request. In accordance with 15 CFR Part 4.3, Records, which states, "Under the FOIA, the Department has no obligation to create, compile, or obtain from outside the Department a record to satisfy a request...."

I regret that we are unable to assist you. Although this does not constitute a denial because no records were found or withheld, you may appeal.

You have the right to submit a written appeal to the Health Officer who is Rebecca Burns, that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240. If you seek judicial review and the Court determines that the public records are not exempt from disclosure, you have the right to receive attorney fees and damages in an amount not to exceed \$500.00.

If you have any questions regarding your request, you may contact Theresa Fisher, Administrative Services Director at 517-279-9561 extension 107 or fishert@bhsj.org.

While we do not have the records you have requested, some of the information may be available from other sources, such as the Michigan Department of Health and Human Services, the Centers for Disease Control, or the Food and Drug Administration.

Regards,

Theresa Fisher
Administrative Services Director
Branch-Hillsdale-St. Joseph
Community Health Agency
517-279-9561 x 107

100% Guaranteed Nothing will change if you do not try!

Website: www.bhsj.org

Notice: This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify me via e-mail and permanently delete the original and destroy all copies. Thank You.

From: "Karla" <mikarla907@gmail.com>
To: "Theresa Fisher" <fishert@bhsj.org>, "CDCInfo" <cdcinfo@cdcinqury.onmicrosoft.com>, foiarequest@hhs.gov
Sent: Monday, October 18, 2021 11:07:25 AM
Subject: FOIA COVID-19

Good morning,

My name is Karla Adams, I am a precinct delegate for Hillsdale, Mi I am requesting documentation on Covid-19, and all the original documentation used to put this County/Country/World into a forced lockdown starting with;

ISOLATION OF COVID-19 WITHOUT A HUMAN HOST CARRIER, NOT CULTURED IN A LAB OR GROWN, COVID-19 IN RAW ORIGINAL FORM.

CAN COVID-19 BE PATENTED? CAN A NATURAL OCCURING VIRUS BE PATENTED? DOCUMENTATION ON HOW THE PCR TEST CAN LEGALLY BE USED TO TEST FOR COVID-19.

THE ABSOLUTE ACCURACY OF THE PCR POLYMERASE CHAIN REACTION TEST DOCUMENTATION PROVING THE TEST WAS MADE FOR COVID-19.

IF ANY OF THE COVID-19 "VACCINES" ARE APPROVED FOR USE IN THE USA UNDER NON-EMERGENCY USE?

SURVIVAL RATE FOR SOMEONE INFECTED WITH COVID-19 ALL AGES

COVID-19 "VACCINE" DEATHS AND SIDE EFFECTS.

THANK YOU,

Karla Adams
517-343-9086





FOIA Appeal – Mapes

On November 10, 2021 the FOIA Coordinator received a FOIA request from Ms. Mapes, requesting a copy of the zoom recording of the November 6, 2021 Board of Health Meeting. On November 11, 2021, Ms. Mapes sent an updated request, to ask for the zoom recording for the November 5, 2021 Board of Health Meeting. On November 12, 2021 the FOIA Coordinator responded to the request indicating that no such document exists, and advised Ms. Mapes that this did not constitute a denial because no records were found or withheld, but she still has the right to an appeal.

On November 15, 2021 Ms. Mapes sent another request for the same information, which had already been responded to on November 12, 2021. Ms. Mapes immediately received an automated email response indicating that the FOIA Coordinator was out of the office and would return on November 22, 2021. The FOIA Coordinator did not receive the request until November, 22, 2021, when she returned to the office. Ms. Mapes request was responded to on November 30, 2021, which is within the 5-business day window for response time, due to the Thanksgiving Holiday.

The Agency is under no obligation to respond multiple times for requests that have already been responded to. Ms. Mapes was notified that there is no such recording available within 2 business days of her original request. The Agency does not record the Board of Health zoom meetings and therefore cannot provide copies of them. Pursuant to MCL 15.233(4) and (5), the agency is not required to create a compilation or new public record. As Ms. Mapes was originally advised, this does not constitute a denial, because nothing was withheld from her, we simply do not have what she is asking for.

Zimbra

fishert@bhsj.org

Re: FOIA request appeal

From : Theresa Fisher <fishert@bhsj.org>

Tue, Nov 30, 2021 04:25 PM

Subject : Re: FOIA request appeal

To : Kelley Mapes <kelleymapes@gmail.com>

Cc : Rebecca Burns <burnsr@bhsj.org>

Ms. Mapes,

We have received your request for an appeal to the Board of Health, dated Sunday, November 20, 2021, related to your FOIA request. The appeal will be presented to the Board at their next scheduled board meeting, which is December 9, 2021, and pursuant to MCL 15.240(3), that is the date the Board will be considered to have received the appeal.

The matter will first be heard at the December 6, 2021 Board of Health Program, Policy, & Appeals Committee meeting. The Committee is an advisory Committee and they will typically make a recommendation that is voted on during the next Board meeting, which would be the December 9, 2021 meeting. I will provide the Committee members with the appeal letter you provided. You are welcome to attend both meetings.

Regards,

Theresa Fisher
Administrative Services Director
Branch-Hillsdale-St. Joseph
Community Health Agency
517-279-9561 x 107

100% Guaranteed ... Nothing will change if you do not try!

Website: www.bhsj.org

Notice: This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any dissemination, use, distribution or copying is strictly prohibited. If you have received this e-mail in error, please notify me via e-mail and permanently delete the original and destroy all copies. Thank You.

From: "Kelley Mapes" <kelleymapes@gmail.com>
To: "Rebecca Burns" <burnsr@bhsj.org>, "Theresa Fisher" <fishert@bhsj.org>, tinstoll@frontier.com, "m wiley" <m.wiley@co.hillsdale.mi.us>,

lkolcz@countyofbranch.com, "Thomas Matthew" <tmatthew@countyofbranch.com>, "Jon Houtz" <jonhoutz@msn.com>, rhazelbaker@countyofbranch.com, "Ingles, Douglas" <d.ingles@co.hillsdale.mi.us>, "k schmitt" <k.schmitt@co.hillsdale.mi.us>, "b benzing" <b.benzing@co.hillsdale.mi.us>, "Brent Leininger" <b.leininger@co.hillsdale.mi.us>, "Daren Wiseley" <dwise@defendyourrights.law>

Sent: Sunday, November 28, 2021 11:56:26 PM

Subject: FOIA request appeal

Rebecca Burns,

I am attaching a FOIA appeal. After 3 requests and a denial I was advised by Theresa Fisher to appeal the denial if I felt it was warranted.

Best,

Kelley Mapes / Community Member

Freedom of Information Act Appeal

Branch-Hillsdale-St. Joseph Community Health Agency
570 N. Marshall Road
Coldwater, Michigan 49036

Rebecca Burns / Health Officer,

This is an appeal under the Freedom of Information Act.

On 11/12/2021, I received a response to my request in a letter signed by Theresa Fisher / Administrative Services Director. I **appeal the denial of my request**. The zoom video that was withheld must be disclosed under the Freedom of Information Act (FOIA) because the Board of Health meeting on November 5, 2021 was a public meeting that I attended as a Community Member and it is an Open Meeting that I have a right to attend.

On 11/10/2021, I requested a copy of the zoom meeting via website or on a flash drive. I dated the FOIA request November 6, 2021 because it was incorrectly dated on the meeting minutes on the BHSJ website.

On 11/11/2021, I requested for a second time a copy of the zoom meeting via website or on a flash drive. I dated the FOIA request November 5, 2021 as this was the correct date. This way I was covered with the correct date and the incorrect date that was posted on the Branch-Hillsdale-St. Joseph Community Health Agency website.

On 11/12/2021, Theresa Fisher implied based on a review of agency records, it was determined that no such document exists. Pursuant to MCL 15.233(4) and (5), the agency is not required to create a compilation or new public record. Although this does not constitute a denial because no records were found or withheld, I am advising you of your rights. You have the right to submit a written appeal to the Health Officer who is Rebecca Burns, that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial. In addition you may seek judicial review of this denial pursuant to MCL 15.240. If you seek judicial review and the Court determines that the public records are not exempt from disclosure, you have the right to receive attorney fees and damages in an amount not to exceed \$500.00. If you have questions regarding your request, you may contact Theresa Fisher, Administrative Services, Director at 517-279-9561 extension 107 or fishert@bhsj.org.

On 11/15/2021, On the Branch-Hillsdale-St. Joseph Community Health Agency website the meeting minutes are still dated 11/6/2021 which is a Saturday. Under the Freedom of Information Act I am requesting for a third time the Board of Health meeting via zoom dated November 5, 2021, that I participated as a community member and was present for Public Comment. I would like a web address where it can be viewed or placed on a flash drive. I am requesting this FOIA based on the date change. Meeting minutes have now been corrected on the website so there should be no further confusion as to what day the meeting really took place.

On 11/15/2021, I received an email from Theresa Fisher stating that she is out of the office and will return on November 22, 2021. She has neglected for forward the requested items in a timely manner. She did read the email FOIA request because she changed/corrected the incorrect dates on the meeting minutes on the website, but neglected to forward my FOIA request due to her negligence or admit the mistake was made or thank me for bringing it to her attention. I would like to see the policy that is in place for when the Administrative Services Director is absent who does she have taking her messages so that FOIA requests are completed in a timely manner? This might be something that should be discussed at a future Board of Health meeting.

I feel that any fees should be waived due to the negligence of the incorrectly dated documents. The agency is well past the 10-day limit to provide the item requested. I am sure that the agency will do the right thing as I have provided more than enough requests and information for something that should already be posted on your website for the public to have access and review. I am sure you have nothing to hide!

If you need to discuss this request, please feel free to email me at kelleymapes@gmail.com.

Thank you for your consideration of this appeal.

Sincerely,

Kelley Mapes
5151 Weston Road
Allen, Michigan 49227
517-398-6607



PURPOSE

Branch-Hillsdale-St. Joseph Community Health Agency (BHSJCHA) places the highest value on the safety and health of its employees and the well-being of the public. BHSJCHA acknowledges that the safe operation of motor vehicles by Agency municipal employees is essential to ensuring their safety and well-being, and its goal is to ensure that all individuals who are granted the privilege of driving an municipal-Agency vehicle are safe and properly licensed operators. BHSJCHA has full authority to determine who shall drive a vehicle, to establish vehicle operator standards, and to revoke the right to drive for failure to meet the standards. This policy defines the minimum standards for all municipal-Agency employees. Nothing herein shall limit individual departments from setting higher standards that may be needed to meet their particular needs.

RESPONSIBILITIES

BHSJCHA's safe driver program depends on the participation and cooperation of employees at all levels of the organization. The specific responsibilities of the employees are identified below:

DIRECTORS

Directors shall:

- Act as role models by adhering to the safe driving practices and requirements of this policy.
- Prohibit employees who appear to be impaired, due to ingestion of a substance, fatigue, or for some other reason, from operating a vehicle for the employer.
- Take documented steps to make sure all employees are informed of and trained on this policy and others that relate to the safe operation of vehicles and equipment.
- Take documented and regularly scheduled steps to provide required maintenance of all entity vehicles and retain records attesting to vehicle maintenance.
- Train employees in the safe operation of all assigned motor vehicles.
- Enforce ~~municipal-wide and departmental~~Agency vehicle operating standards and procedures.
- Schedule and document inspection of all assigned vehicles to make sure they are inspected as prescribed by the administration.
- Make sure thorough and timely accident investigations are conducted and reported.
- Identify all employees who operate a vehicle on the job and include those employees in the municipality's-Agency's Driving Record Subscription Service.
- Discipline employees who violate policies or laws related to safe operation of a vehicle.
- Have departmental policies that set forth discipline for failure to follow policy.

SUPERVISORS

Supervisors shall:

- Act as role models by adhering to the safe driving practices and requirements of this policy.
- Take steps to make sure that employees safely operate assigned municipal-Agency vehicles.

- Administer and enforce all ~~municipal-wide and departmental~~ municipal-Agency policies and procedures regarding vehicle operation.
- Prohibit non-employees from driving ~~public-entity~~ Agency vehicles.

NOTE: Any supervisor who fails to report the information outlined herein will be subject to appropriate disciplinary action, up to and including discharge.

EMPLOYEES

All vehicle operators shall:

- Operate their assigned municipal-Agency vehicles in compliance with established policy and in a safe manner.
- Maintain a valid driver's license (correct license/endorsement for the type of vehicle driven).
- Advise the ~~duty~~ supervisor immediately of the loss or modification of a valid driver's license by suspension, revocation, expiration, modification, or any other vehicle-related violation. Failure to comply may result in discipline, up to and including dismissal.
- Perform safety checks of vehicles at the beginning of each work shift as described in the unit work rules.
- Promptly report to an ~~on-duty~~ supervisor any vehicle safety defect found during inspection. Failure to report safety defects or operation of a vehicle with detected defects may result in discipline, up to and including employee dismissal.
- Maintain an assigned municipal-Agency vehicle's cab, bed, and/or body in a clean and safe condition.
- Properly use furnished seat belts and/or other vehicles safety devices.
- Be in possession of a driver's license at all times when driving. Proof of insurance must accompany any driver using a personal vehicle when driving on behalf of the public entity.
- Prohibit non-employees from driving public-entity Agency vehicles.
- Promptly report any accident or traffic violation involving the employer's vehicles.
- Avoid using communications devices, or any other device that may result in distracted driving, while operating a vehicle, as set forth in employer policies.
- Avoid operating any vehicle while the ability to do so is impaired by fatigue, a substance such as drugs or alcohol, or for any other reason.

ADMINISTRATIVE SERVICES DEPARTMENT

Administrative Services Department shall:

- Establish and maintain the Driving Record Subscription Service to monitor employee driving records.
- In cooperation with the other departments, ensure that all employees who operate vehicles have a valid driver's license for the vehicle types driven.
- Report employee driving record activity to employees' departments for review of policy compliance.
- Provide consultation and training to the departments, supervisors, staff, and volunteers as needed.

STANDARDS AND PROCEDURES

- All individuals who operate municipal-Agency vehicles, who operate personal vehicles on a job-related basis, who receive payment related to vehicle expenses, and/or who are required to drive as a necessary part of their job must possess and maintain a valid driver's license.
- Individuals who drive municipal-Agency vehicles or are required to drive as a necessary part of their job must notify their immediate supervisor if they receive a ticket/citation. Such notification must take place immediately upon reporting for work after receipt of the citation.

- 2021-12-06 BSH P & A Committee Packet Page 15
- Individuals are prohibited from operating a municipal Agency vehicle or personal vehicle on business when their driving ability has been impaired for any reason, including but not limited to the ingestion of drugs, medication, or alcoholic beverages; physical impairment or restrictions; or other situations/conditions. Any illegal use of controlled substances is strictly prohibited.
 - Employees must inform the employer when taking prescribed medications that could impact their ability to operate the employer's vehicles.
 - No employee will knowingly operate a vehicle found to be in violation of a state safety code or the law.
 - All employees and riders will use seatbelts and/or other safety restraints provided whenever they are operating or riding in a vehicle.
 - Only those employees who are determined to be safe operators will be allowed to drive a vehicle on behalf of the entity.
 - Determination of safe operation may come from one of a combination of: driving record review, academic test, road test, successful completion of training/re-training, adherence to policy, etc.

CORRECTIVE ACTION, INCLUDING DISCIPLINE

The following are minimum standards to be considered by each department with the Administrative Services department when reviewing vehicle crashes and administering appropriate corrective action.

- The first goal of an investigation of a crash or other incident should be root cause analysis of the crash or deviation of policy to determine what happened. Further analyses may include a full review of the driving history record, policy, training records, and prior discipline (if any) for purposed of determining any fault of the employee that may have contributed to the accident. That determination may warrant further training, discipline, or a combination of both.
- The goal of corrective action is to ensure that employees who are entrusted with the operation of vehicles are safe drivers. Discipline may also be an appropriate form of corrective action.
- An unacceptable motor vehicle driving record is one indication that an employee may not be a safe driver. The administration will identify employees who develop unacceptable driving records and notify the appropriate department. Departments are encouraged to immediately enroll these employees in municipal Agency-sponsored driver's training programs, or consult with the administrative service department about other appropriate training opportunities, and monitor the employees' driving performance.
- Crashes involving stationary objects are the most frequent and preventable type of vehicular crash. Preventable crashes involving stationary objects may result in disciplinary action, up to and including dismissal. Involvement in a preventable crash shall be considered unsatisfactory job performance that may result in disciplinary action, up to and including dismissal.
- Failure to comply with any part of this policy shall be considered unsatisfactory job performance that may result in disciplinary action, up to and including dismissal.

INSPECTIONS

- All vehicles shall be safety-checked at the beginning of each work day that it is used by the assigned vehicle operator to ensure safe operating condition and document vehicle damage according to department work rules using the Agency's inspection forms. The vehicle operator should review the previous driver's inspection form. Completed inspection forms are to be placed in the maintenance binder for the vehicle.

- Vehicle deficiencies shall be reported immediately according to Administrative Services Director and Emergency Preparedness Coordinator department policies.
- The Emergency Preparedness Coordinator will conduct a quarterly inspection of the vehicle documenting on the forms provided by the Agency. The completed quarterly inspection forms shall be scanned and emailed to the Health Officer and Administrative Services Director after each inspection. The original form shall be placed in the inspection and maintenance binder for the vehicle. Each department shall be responsible for ensuring that a mechanic conducts bi-annual safety inspection of all assigned vehicles.
- Vehicle inspections should be documented and records kept for at least the life of the owned vehicle, plus three years after removal from service. This may be part of the entity records retention policy.

DEFINITIONS

Driving Record Subscription Services: A program provided by the Michigan Department of State by which a driving record can be automatically produced and sent to an enrolled municipality-Agency when a conviction is posted to an employee's driving record.

Employee: Any regular full-time or part-time, or temporary full-time or part-time employee, elected official, volunteer, or any other person who has reason to operate a municipal-Agency vehicle.

Exposure: A potential loss in the form of auto liability, auto physical damage, or employee health and safety.

Municipal-Agency Vehicle: Any entity-Agency-owned, rented, leased, or borrowed motor vehicle or trailer used to conduct public entity business.

Preventable Crash: Any vehicle crash in which the driver/operator failed to do everything he/she reasonably could have done to prevent the crash.

Vehicle Crash: Any occurrence involving an entity-owned, rented, leased, borrowed, or travel-reimbursed motor vehicle or trailer that results in a death, personal injury, or property damage.

APPLICANT SCREENING GUIDE

Conviction of law violations or civil infractions may serve as a basis for disqualification. The applicant's total record will be evaluated. The applicant must have a last two years of documented driving experience. The evaluation will consider the pattern of law violations, including, but not limited to, the seriousness, surrounding circumstances, frequency, and dates of any such violations. For example, multiple convictions for the same offense can be disqualifying, as they indicate a pattern of inadequate responsibility and disregard for law and order, which may affect safety. Likewise, traffic misdemeanors which do not carry points (e.g. improper plates, expired plates) or civil infraction may indicate an inability to follow rules and a disregard for the law.

For purposes of determining disqualifying violations, the municipality-Agency should consider only those offenses followed by a conviction (fined, ordered to attend traffic school or remedial driver training, forfeited bond, loss of restriction of driving privileges, or jailed). For purposes of establishing time frames for disqualification, the public entity should use the date of the actual

202 P12-06 B.H.P. & A. Committee Packet - Page 17
violation. Following are suggested disqualifying guidelines. Please note that additional considerations, such as commercial driver's license requirements, may apply as well:

The circumstances noted below will be cause for automatic disqualification:

1. Conviction of a driving-related felony.
2. Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State.
Exception: Applications from those who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the five years previous to making application to the ~~municipality~~ Agency will be accepted.
3. An at-fault crash resulting in a fatality (an at-fault crash is defined as one in which the applicant has been fined, sued, and received an adverse judgement, applicant's insurance company settled for damages to another party, or applicant settled out of court of otherwise was determine dot be liable).

In the five years prior to application, the following circumstances will be cause for automatic disqualification:

4. Accumulated more than six points on the driving record.
5. Convicted of any alcohol/drug related offense.
6. Convicted of driving while license was suspended or revoked.

In the year prior to application, the following circumstances will be cause for automatic disqualification:

7. Accumulated more than three points of the driving record.

Approved by the Board of Health on 4/22/2021
Branch-Hillsdale-St. Joseph Community Health Agency (BHSJCHA)
Certification Statement for Employees Who Drive for Business Purposes

_____ I hereby acknowledge and understand that if I am required to operate a motor vehicle as a necessary part of my job for BHSJCHA or if I operate a BHSJCHA owned/leased vehicle, I am required to possess and maintain a valid Michigan operator's license and valid insurance for my personal vehicle.

_____ I hereby certify and affirm as follows:

a. I am required to operate a motor vehicle as a necessary part of my job for the entity.

Yes/No

b. I operate an entity owned/leased vehicle. Yes/No

_____ I hereby certify and affirm that I have a valid Michigan operator's license (including but not limited to a Chauffeur's License or a Commercial Driver's License) and valid insurance on my personal vehicle.

_____ I authorize the entity to enroll me in the Secretary of State's Subscription Service, and/or conduct an annual (or more frequent) inquiry to verify the status of my operator's license. I further agree to provide my actual operator's license for review and to submit a copy of my operator's license to an authorized entity custodian for the purpose of verifying my driving eligibility status upon verbal or written request, and within the time frame identified by the requestor. I further understand that BHSJCHA reserves the right to conduct such inquiry at its discretion.

_____ I agree to notify my immediate supervisor or the Administrative Services Director, immediately upon reporting for work on my next scheduled work day, if I receive any ticket or citation. I further agree that I must notify my immediate supervisor or Administrative Services Director, immediately upon reporting for work on my next scheduled work day, of my receipt of an Operating While Impaired, Operating While Intoxicated, or Operating While Under the Influence of Narcotics citation. Any such ticket/citation that occurs during the work day must be reported immediately.

_____ I agree that, as an operator of a BHSJCHA owned/leased/rented/borrowed vehicle or as an employee required to, or authorized to, operate a vehicle as part of my job responsibilities for BHSJCHA, I am prohibited from operating a BHSJCHA vehicle or personal vehicle on BHSJCHA business when my driving ability has been impaired for any reason, including but

not limited to: the ingestion of drugs, medication or alcoholic beverages; physical impairment or restrictions; other situations/conditions within my control. Any illegal use of controlled substances is strictly prohibited.

_____ I agree to immediately notify my supervisor if my operator's license is restricted, limited, modified, suspended, or revoked.

_____ I acknowledge and understand that if I fail to immediately notify BHSJCHA of the loss or modification of any driving privileges, the receipt of a ticket/citation that affects or restricts my right to operate a motor vehicle, the receipt of any Operating While Impaired, Operating While Intoxicated, or Operating While Under the Influence of Narcotics citation, or if I otherwise violate the procedures outlined herein, I may be subject to appropriate disciplinary action, up to and including discharge.

_____ I acknowledge and understand that if I fail to possess a valid operator's license, I will be prohibited from operating BHSJCHA owned/leased/rented/borrowed vehicle(s) and/or operating my personal vehicle(s) on BHSJCHA related business. Should this prohibition prevent me from performing my assigned job duties, employment action (temporary or permanent) could occur. This employment action could include, but is not limited to: transfer, reassignment, demotion, suspension, or discharge. I further acknowledge and understand that the entity reserves the right to suspend vehicle usage, reimbursement, compensation, or allowance(s) toward vehicle usage should I fail to maintain a valid operator's license.

_____ These agreements and acknowledgements do not impair any legal rights I may hold under BHSJCHA policies and procedures or other similar rights.

Print Name: _____ Signature: _____

Supervisor Name: _____ Signature: _____

Date: _____

BHSJCHA Daily Trip Inspection and Mileage Log

Driver name: _____

Date: _____

Odometer Start: _____ Odometer Finish: _____ Trip Details (explanation of where driven): _____

Pre-Trip Checklist: Vehicle Exterior, Engine and Exhaust

Item	Action	Satisfactory	Substandard	N/A	Comments
Headlights/Brake Lights	Test high beam/low beam				
Windows, Vehicle Body	Good condition, scratches, dents, chips identified				
Emergency Lights	Test				
Wiper Blades	Good condition				
Tires	Check inflation				
Side Mirrors	Clean; adjusted correctly				
Lift Gate	Operates correctly				
Leaks	Check under vehicle				
Engine Operation	No unusual engine noise				
Exhaust	Tailpipe unobstructed; no exhaust smell inside vehicle				

Pre-Trip Checklist: Vehicle Interior

Item	Action	Satisfactory	Substandard	N/A	Comments
Safety Belts	Examine for wear				
Instrument Panel Warning Symbols	Check for warning symbols				
Brakes	Test for soft or hard pedal				
Automatic transmission	Check action gears; listen for unusual sounds				
Steering	Adjust for driver				
Reversing alarm	Test				
HVAC	Test heating, cooling, fan				
Load restraint	Ensure items securely stored or strapped down				
Smartphone	Safely secured				
Fuel	Sufficient				
Spare tire/Jack	Provided, inflated				
Safety triangles, emergency blanket, first aid kit	Provided				
Fire extinguisher	Charged, expiry checked				

Post-Trip Comments: Note any concerns that have arisen from driving the vehicle today.

Driver Signature: _____

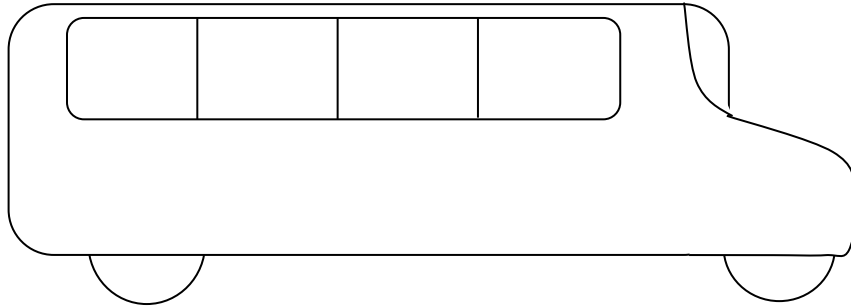
Instructions: To be completed daily. Completed form to be placed in the designated binder; binder to be kept in the mailroom when vehicle is not in use.

Vehicle Exterior Damage Chart

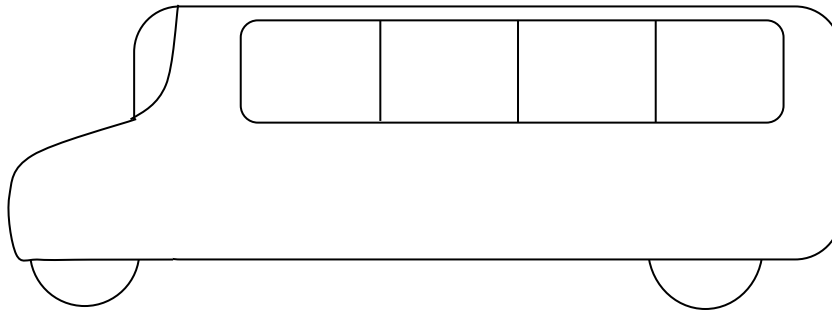
Driver: _____ Vehicle # _____ Ending Mileage: _____ Date: _____

On the illustrations below, locate and note any body damage or problems using the following code: **X** dents or scratches; indicate any other damage by circling the area and then describe the damage in the space provided below the chart:

RIGHT SIDE

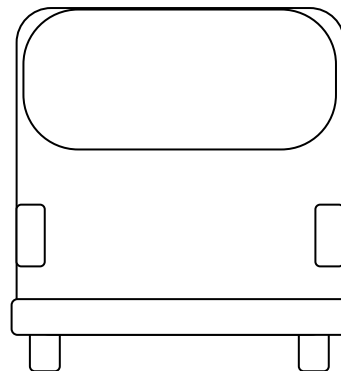
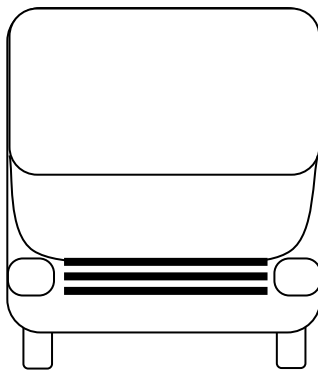


LEFT SIDE



FRONT SIDE

BACK SIDE



Explanation of damage: _____

Drivers Name: _____ Verified By: _____ Date: _____

BHSJCHA Quarterly Inspection and Maintenance Log

Inspected by: _____

Date: _____

Odometer today: _____

Odometer at Last Vehicle Oil Change: _____

Due for Maintenance: Yes No specify what is needed _____

Vehicle Exterior, Engine and Exhaust

Item	Action	Satisfactory	Needs Attention	N/A	Comments
Headlights/Brake Lights	Test high beam/low beam				
Windows, Vehicle Body	Good condition, scratches, dents, chips identified				
Emergency Lights	Test				
Wiper Blades	Good condition				
Tires	Check inflation				
Side Mirrors	Clean; adjusted correctly				
Lift Gate	Operates correctly				
Leaks	Check under vehicle				
Engine Operation	No unusual engine noise				
Exhaust	Tailpipe unobstructed; no exhaust smell inside vehicle				

Vehicle Interior

Item	Action	Satisfactory	Needs Attention	N/A	Comments
Safety Belts	Examine for wear				
Instrument Panel Warning Symbols	Check for warning symbols				
Brakes	Test for soft or hard pedal				
Automatic transmission	Check action gears; listen for unusual sounds				
Steering	Adjust for driver				
Reversing alarm	Test				
HVAC	Test heating, cooling, fan				
Load restraint	Ensure items securely stored or strapped down				
Refrigeration	Present and working				
Cabinets/Counters	Evaluate condition				

Spare tire/Jack	Provided, inflated				
Safety triangles, emergency blanket, first aid kit	Provided				
Fire extinguisher	Charged, expiry checked				

Comments: Note any concerns that have arisen from inspection. Document any damage and note if preexisting from previous inspection or new. Utilize the Vehicle Exterior Damage Chart form and attach to this report. If maintenance is due, schedule and report what is being done, when, and where to Health Officer and Administrative Services Director.

Signature of Emergency Preparedness Coordinator: _____

Instructions: To be completed once per quarter. Scan and email completed forms to Health Officer and Administrative Services Director. Original form to be placed in the designated binder; binder to be kept in the mailroom when vehicle is not in use.



LETTER OF AGREEMENT
January 24, 2019

LETTER OF AGREEMENT, by and between Rebecca Burns and the Branch-Hillsdale-St. Joseph Community Health Agency for the position of Health Officer.

This is intended to be a binding contract by and between the parties effective January 1, 2019 through December 31, 2021. Either party may terminate this agreement with or without cause upon giving a 60-day notice to the other party of the intention.

The agreed upon base salary by both parties shall be \$75,568 for each year of this contract. During the terms of this contract the Health Officer shall be granted any percentage increase in pay as approved by the Board of Health for employees of this agency.

The Board of Health shall evaluate the performance of the Health Officer annually. Upon a satisfactory evaluation, the Board of Health may award up to \$3,500.00 in merit pay.

It is hereby agreed by both parties that the Health Officer position shall be a full-time position. The duties of the position shall be defined in the job description created by the Agency and in compliance with the requirements of the State of Michigan.

It is hereby agreed by both parties that Rebecca Burns, a current employee of this Agency, will retain her current fringe benefits which are consistent with the benefits listed in the Agency's Personnel Policies; health insurance, life insurance, disability insurance, MERS, etc.

It is hereby agreed by both parties that Rebecca Burns shall be paid the agency rate per mile for necessary business travel for the completion of her assigned duties in accordance with the Agency's Travel Policy.

It is hereby agreed by both parties that Rebecca Burns shall retain her current accrued vacation and sick time and earn future vacation and sick time in compliance with the Personnel Policies of the Agency at the rate of 10 years or more of service.

It is hereby agreed by both parties that Rebecca Burns shall be reimbursed the amount of expenses incurred for the successful completion of trainings, classes, or conferences taken as deemed necessary for the position.

It is hereby agreed by both parties that if termination of this contract becomes necessary with or without cause that Rebecca Burns shall be paid any and all accrued time (vacation and sick leave) upon termination earned to date.

Letter of Agreement – January 24, 2019
Page 2 of 2

The terms of this contract may continue for 60 days after December 31, 2021 as long as it is mutually agreed by both parties.



Don Vrablic, Chair, Board of Health

Date: 01.24.2019



Rebecca Burns, MPH, RS, Health Officer

Date: 1-24-2019

BRANCH-HILLSDALE-ST. JOSEPH COMMUNITY HEALTH AGENCY



CLASSIFICATION AND COMPENSATION STUDY

MUNICIPAL CONSULTING SERVICES LLC

the labor pool for some positions, thus dictating the need to offer a higher salary. Therefore, each new hire should be assessed individually and placed at a range level consistent with BHSJ's needs and market demands. In light of the competitive environment for some professional positions, we would suggest that BHSJ retain a high level of latitude in assessing individual situations and new hires.

HEALTH OFFICER COMPENSATION

The Health Officer has an employment contract with the Branch-Hillsdale-St. Joseph Community Health Agency and, as such, is not included in the suggested pay grade structure for administrative employees presented in Exhibit 1. However, wage data has been collected for the position (as summarized in Appendix C-2). Related to this:

- All eleven of the health departments surveyed for the study have an incumbent health officer. A comparison of base wages for the incumbents indicates the following:
 - BHSJ's Health Officer has an hourly rate of \$38.75 based on BHSJ's 37.5 hour workweek. The average of the eleven surveyed health departments is \$54.24 (again based on the respective agencies' workweek). In comparison to the market average, BHSJ's Health Officer is 30% lower on hourly wage.
 - If computed from an annual wage (as also reported by many of the survey participants) rather than being computed hourly from the general workforce weekly hours, the market average is \$112,362 as opposed to \$75,562 for BHSJ's Health Officer or roughly 33% lower for BHSJ.

Summarily, BHSJ's Health Officer is significantly lower on base salary than the survey sample: roughly 30%. To provide additional illustration of a competitive pay level, we have developed a pay range using the same range width as was used in Exhibit 1 for the suggested pay grade structure for other BHSJ employees. The average salary of the eleven health departments is used for the range maximum in this example; it could also be credibly argued that this number would more appropriately indicate the midpoint of the market since six of the eleven reported market salaries exceed this number. However, a significant pay disparity can still be seen using the more conservative approach.

*Exhibit 6
Model Pay Range for the Health Officer Using the Market Average
As the Range Maximum (a conservative estimate)*

<u>Minimum of Range</u>	<u>Midpoint of Range</u>	<u>Maximum of Range</u>
\$88,294	\$99,331	\$110,368

Summarily, even using a conservatively designed salary range, BHSJ's Health Officer still has an annual salary that is \$12,732 below what would be the range minimum. Presuming satisfaction with the Health Officer's performance, this level of pay disparity could be cause for concern.



December 12, 2019 – Board of Health Meeting Minutes

The Branch-Hillsdale-St. Joseph Community Health Agency Board of Health meeting was called to order at 9:00 a.m. by Al Balog, with the Pledge of Allegiance to the Flag of the United States and roll call as follows: Tom Matthew, Terri Norris, Kathy Pangle, and Al Balog.

Also present from BHSJ: Rebecca Burns, Dr. Vogel, Theresa Fisher, Paul Andriacchi, Laura Sutter, Kali Nichols, and Brenae Corbeil.

Ms. Norris moved to approve the agenda with the addition of one item of new business, AAA delegate to the Michigan Senior Advocates Council, with support from Ms. Pangle. The motion carried.

Ms. Norris moved to approve the minutes from the October 24, 2019 meeting with support from Ms. Pangle. The motion carried.

Public comment:

- None

Rebecca Burns, Health Officer, reviewed her monthly report. Items discussed: Budget Amendment #1, Comprehensive Compensation Study, Personnel Policy Changes, AAA County Appropriations, Strategic Plan, New Software Updates, Health Promotion & Education Updates, Staff Vacancies/New Staff, Hepatitis A Outbreak, and Health Department Leases.

Dr. Vogel, Medical Director reviewed his monthly report. This month's report is on Vitamin D Deficiency.

Committee Reports:

- Committee of the Whole – Minutes from November 19, 2019.
 - Ms. Norris moved to approve the minutes from the November 19, 2019 Committee of the Whole meeting with support from Ms. Pangle. The motion carried.
- Finance Committee – Did not meet.
- Program, Policy, and Appeals Committee – Did not meet.

Financial Reports/Expenditures

- Ms. Norris moved to approve the expenditures with support from Mr. Matthew. The motion carried.

Unfinished Business

- None at this time.

New Business:

- Ms. Norris moved to approve the changes to the Personnel Policy Manual with support from Ms. Pangle. The motion carried.
- Ms. Norris moved to approve the proposed Budget Amendment #1 with support from Ms. Pangle. The motion carried.
- Ms. Norris moved to appoint Steve Todd as the AAA Delegate to the Michigan Senior Advocates Council with support from Mr. Matthew. The motion carried.

Departmental Reports

- Environmental Health
- Area Agency on Aging
- Personal Health & Disease Prevention

Ms. Pangle moved to enter closed session with support from Ms. Norris. The motion passed with the following roll call vote: Ms. Pangle, aye; Ms. Norris, aye; Mr. Matthew aye; and Balog, aye.

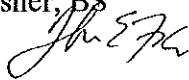
At 11:25 the meeting returned to open session.

Ms. Norris moved to increase the base salary for the Health Officer, beginning January 1, 2020, to \$81,613.44 per year, which is an 8% increase over the current salary, supported by Ms. Pangle. The motion passed with the following roll call vote: Ms. Pangle, aye; Ms. Norris, aye; Mr. Matthew, aye; and Balog, aye.

Ms. Norris moved to pay a one-time merit bonus to the Health Officer in the amount of \$3,500.00 as allowable in her contract, with support from Mr. Matthew. The motion passed with the following roll call vote: Ms. Pangle, aye; Ms. Norris, aye; Mr. Matthew, aye; and Balog, aye.

Ms. Norris moved to adjourn the meeting with support from Ms. Pangle. The motion passed and the meeting was adjourned at 11:37 AM.

Respectfully Submitted by:
Theresa Fisher, BS



2019/2020 SALARY SCHEDULE

HOURLY/PROFESSIONAL/TECHNICAL

<u>LEVEL</u>	<u>CLASSIFICATION</u>	<u>Hire in Rate</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
1	EH ASSISTANT CLERK	11.61	11.99	12.38	12.77	13.16	13.54	13.93
2	WIC BF PEER COUNSELOR	13.06	13.50	13.94	14.37	14.81	15.24	15.68
2	CSHCS REPRESENTATIVE	13.06	13.50	13.94	14.37	14.81	15.24	15.68
2	ADMIN SUPPORT CLERK	13.06	13.50	13.94	14.37	14.81	15.24	15.68
2	VISION/HEARING TECH	13.06	13.50	13.94	14.37	14.81	15.24	15.68
2	IMMZ CLERK	13.06	13.50	13.94	14.37	14.81	15.24	15.68
2	CLINIC CLERK TECH	13.06	13.50	13.94	14.37	14.81	15.24	15.68
3	EH ASSISTANT	14.76	15.25	15.74	16.23	16.73	17.22	17.71
3	CLINIC ADMIN ASST	14.76	15.25	15.74	16.23	16.73	17.22	17.71
3	AAA Program Specialist	14.76	15.25	15.74	16.23	16.73	17.22	17.71
3	AAA OUTREACH SPECIALIST	14.76	15.25	15.74	16.23	16.73	17.22	17.71
4	AAA VOCA SPECIALIST	16.68	17.24	17.79	18.35	18.91	19.46	20.02
4	FISCAL SUPPORT SPECIALIST	16.68	17.24	17.79	18.35	18.91	19.46	20.02
5	OPEN GRADE	18.86	19.48	20.11	20.74	21.37	22.00	22.63
6	EH SANITARIAN	21.30	22.01	22.72	23.43	24.14	24.85	25.56
6	AAA SW CARE CONSULTANT	21.30	22.01	22.72	23.43	24.14	24.85	25.56
6	HEALTH EDUCATOR	21.30	22.01	22.72	23.43	24.14	24.85	25.56
7	SENIOR EH SANITARIAN	24.07	24.87	25.68	26.48	27.28	28.09	28.89
7	FINANCE AND IT SUPPORT SPECIALIST	24.07	24.87	25.68	26.48	27.28	28.09	28.89
7	COMM HEALTH SERV RN	24.07	24.87	25.68	26.48	27.28	28.09	28.89
7	PUBLIC HEALTH RN	24.07	24.87	25.68	26.48	27.28	28.09	28.89
7	ACCOUNTANT	24.07	24.87	25.68	26.48	27.28	28.09	28.89
7	EMERGENCY PREP COORD	24.07	24.87	25.68	26.48	27.28	28.09	28.89
7	IT NETWORK MANAGER	24.07	24.87	25.68	26.48	27.28	28.09	28.89

SALARIED MANAGERIAL

<u>LEVEL</u>	<u>CLASSIFICATION</u>	<u>Hire in Rate</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
8	CLINIC SUPERVISOR	27.20	28.10	29.01	29.92	30.83	31.73	32.64
8	COMM HEALTH SERV SUPERVISOR	27.20	28.10	29.01	29.92	30.83	31.73	32.64
8	EH SUPERVISOR	27.20	28.10	29.01	29.92	30.83	31.73	32.64
9	ENVIRONMENTAL HEALTH DIR.	31.64	32.69	33.75	34.80	35.86	36.91	37.97
9	PREV.HEALTH/DISEASE PREV. DIR.	31.64	32.69	33.75	34.80	35.86	36.91	37.97
9	ADMINISTRATIVE SERVICES DIR.	31.64	32.69	33.75	34.80	35.86	36.91	37.97
9	AAA DIRECTOR	31.64	32.69	33.75	34.80	35.86	36.91	37.97

Adopted by the Board of Health December 12, 2019 - Effective January 1, 2020



Local Public Health Department Salary Survey

Health Department	Health Officer Salary Range	Population	Per Capita Income
Branch-Hillsdale-St. Joseph CHA	\$81,607.50 ('19 contract \$75,568)	151,547	\$25,716 (avg)
Berrien County HD	\$94,894 - \$127,167	154,316	\$30,864
Kalamazoo County HD	\$110,780 - \$135,948	261,670	\$31,975
Cass/VanBuren DHD	\$110,000 - \$120,000	127,176	\$29,672 (avg)
Mid-Michigan DHD	\$98,093 - \$115,190	187,503 (3 counties)	\$27,526 (avg)
Barry-Eaton DHD	\$108,326	171,598	\$32,593.50 (avg)
Allegan County HD	\$86,944 - \$126,089.60	120,502	\$29,215
Central Michigan DHD	\$107,000 - \$114,000	117,594 (5 counties)	\$24,211 (avg)
Calhoun County HD		134,310	\$28,175
Lenawee County HD	\$80,721.05 - \$92,866.59	99,423	\$27,850



December 6, 2021

Re: Health Officer Agreement/Contract

Commissioners,

Health Officers employed at single county health departments report to a County Administrator and I have not found an example of one of these that are employed by contract. Health Officers employed at a district health department (a district health department is formed as specified in the Public Health Code) generally have an agreement or contract. There are 4 agreements/contracts provided from the following: BHSJCHA, Barry Eaton DHD, Central Michigan DHD, Cass/VanBuren DHD. The examples do not include current salary rates with the exception of Cass/VanBuren DHD. Salary amounts for Central Michigan DHD and Barry Eaton DHD are as follows:

From Central Michigan District Health Department Health Officer on 10/6/21:

It's basically the same contract instead of the amount. The board wanted to get me competitive with other Health Officer's, so they gave me a 21K raise over three years. 7K a year. I should be at \$107K now, topping out at \$114K next October 1, which will be the last year of the contract.

From Barry Eaton District Health Department Health Officer on 10/8/21:

My current wage is \$108,326

Provided a new agreement is to be offered, the document will be drafted that resembles the current agreement unless new elements or other changes are to be made. This document will be prepared for the December 9th Board of Health meeting.

Rebecca A. Burns, MPH, RS



LETTER OF AGREEMENT
January 24, 2019

LETTER OF AGREEMENT, by and between Rebecca Burns and the Branch-Hillsdale-St. Joseph Community Health Agency for the position of Health Officer.

This is intended to be a binding contract by and between the parties effective January 1, 2019 through December 31, 2021. Either party may terminate this agreement with or without cause upon giving a 60-day notice to the other party of the intention.

The agreed upon base salary by both parties shall be \$75,568 for each year of this contract. During the terms of this contract the Health Officer shall be granted any percentage increase in pay as approved by the Board of Health for employees of this agency.

The Board of Health shall evaluate the performance of the Health Officer annually. Upon a satisfactory evaluation, the Board of Health may award up to \$3,500.00 in merit pay.

It is hereby agreed by both parties that the Health Officer position shall be a full-time position. The duties of the position shall be defined in the job description created by the Agency and in compliance with the requirements of the State of Michigan.

It is hereby agreed by both parties that Rebecca Burns, a current employee of this Agency, will retain her current fringe benefits which are consistent with the benefits listed in the Agency's Personnel Policies; health insurance, life insurance, disability insurance, MERS, etc.

It is hereby agreed by both parties that Rebecca Burns shall be paid the agency rate per mile for necessary business travel for the completion of her assigned duties in accordance with the Agency's Travel Policy.

It is hereby agreed by both parties that Rebecca Burns shall retain her current accrued vacation and sick time and earn future vacation and sick time in compliance with the Personnel Policies of the Agency at the rate of 10 years or more of service.

It is hereby agreed by both parties that Rebecca Burns shall be reimbursed the amount of expenses incurred for the successful completion of trainings, classes, or conferences taken as deemed necessary for the position.

It is hereby agreed by both parties that if termination of this contract becomes necessary with or without cause that Rebecca Burns shall be paid any and all accrued time (vacation and sick leave) upon termination earned to date.

Letter of Agreement – January 24, 2019
Page 2 of 2

The terms of this contract may continue for 60 days after December 31, 2021 as long as it is mutually agreed by both parties.



Don Vrablic, Chair, Board of Health

Date: 01.24.2019



Rebecca Burns, MPH, RS, Health Officer

Date: 1-24-2019

CONTRACTUAL AGREEMENT**Between****Danielle Persky****and the****Van Buren/Cass District Health Department****I. Purpose:**

This contract is executed by and between the Van Buren/Cass District Health Department (the Department) and Danielle Persky (Health Officer) for the purpose of providing direction and leadership for the department as required by the public health code (Act 368 of Public Acts of 1978) Part 24 Local Health Department

II. Position Description and Responsibilities:

A. The Health Officer agrees to the following conditions, but not limited to:

1. Meet the qualifications as set forth in MCL 2428 Sec.2428.
 - a. A local health department shall have a full-time local health officer appointed by the local governing entity or in case of a district health by the district board of health. The local health officer shall possess professional qualifications for administration of a local health department as prescribed by the department.
 - b. The local health officer shall act as the administrative officer of the board of health and local health department and may take actions and make determinations necessary or appropriate to carry out the local health department's functions under this part or functions delegated under this part and to protect the public health and prevent disease.
2. The Health Officer shall recruit a full staff of professional and technical health workers. This activity shall be guided by established specifications for certain health workers included in the State Administrative Code and Human Resource Compliance with all applicable government regulations.
3. Design, enhance and implement public health programs to effectively and efficiently meet the needs of the Van Buren/Cass District Health Department's service area.
4. Share information with the community and other health personnel, institutions and organizations ensuring that whenever feasible they have an opportunity to be involved in the development and/or implementation of county supported programs.
5. Assist in the preparation of program plans and budget for all public health services.

- 6. Provide documentation for all spending of public funds according to the priorities that have been established.
- 7. Organize and lead a well-prepared staff of nurses, sanitarians, support staff and other public health professionals to carry out established programs.
- 8. Assure that the department adheres to and is in compliance with applicable laws, rules, regulations, policies and procedures that govern public health departments and its programs.
- 9. Maintain a close working liaison with the Michigan Department of Health and Human Services and other state and federal agencies.

B. The Board of Health agrees to the following conditions:

- 1. Beginning August 11, 2021, reimburse the Health Officer the amount of \$110,000.00 with increases to be determined by the board.
- 2. Reimbursement shall be made in 26 equal payments in accordance with current payroll policies and procedures.
- 3. The Health Officer shall be eligible for all employee benefits and wage increase as outlined in the annual employment plan.
- 4. Provide reimbursement for travel expenses in accordance with current travel policy.

III. Agreement Period:

This agreement shall be in effect July 15, 2021 until full Health Officer status has been met. This agreement may be terminated by failure of either party to carry out the terms of this agreement.

IV. Amendments:

This contract may be amended by mutual agreement of both parties. Such amendments shall be attached to and become part of this agreement.

V. Signatures:

 Don Hanson Chairperson
 District Board of Health

 Danielle Persky
 Health Officer

Date

Date

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, is entered into this day July 26, 2012, by and between the BARRY-EATON DISTRICT HEALTH DEPARTMENT BOARD ("Board"), AND COLETTE SCRIMGER ("Employee").

WITNESSETH:

WHEREAS, the Board requires the services of a qualified person to serve as the Barry-Eaton District Health Department's Health Officer; and

WHEREAS, the Employee desires to provide such services and is qualified to perform the same.

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

- I. **Employment.** The Employee shall be employed as Health Officer of the Barry-Eaton District Health Department ("Department"), upon the terms and conditions hereinafter set forth. It is expressly understood and agreed by the Board and the Employee that the Employee shall be an "at-will" employee of the Board. Either the Employee or the Board may terminate this agreement with or without cause.

- II. **Duties.** The Employee shall perform such duties and responsibilities as required and directed by the Board in accordance with the Board's Bylaws and also in accordance with the laws of the State of Michigan, and shall perform such other duties and functions as may be required. The Employee's duties are summarized in the Health Officer Position Description, which is attached to this agreement as Exhibit "A".

- III. **Term.** The term of this Agreement shall be for a period commencing on the 29th day of September 2012, and continuing until terminated by either the Board or Employee, with or without cause, upon ninety (90) days prior written notice to the other party. Such notice shall not be required if the Employee is terminated by the Board for "just cause" as defined below. In the event the Board terminates this agreement less than one year from date of execution, the Employee shall continue to receive the salary indicated herein for a period of ninety (90) days from the date the employee is notified of termination unless the employee is terminated for "just cause." For the purposes of this agreement "just cause" is defined as:
 - Conviction of or pleading guilty to a felony;
 - Embezzlement;
 - Dishonesty;
 - Theft;
 - Misappropriation of funds;
 - Incompetency or neglect of duty;
 - Reporting to work or working in an intoxicated condition;
 - Illegal activity on the Department's premises during work or non-work hours;

- Breach of section 9 of this agreement regarding non-discrimination.

In the event the Board terminates this Agreement as authorized herein, it shall have the option of either requiring the Employee to continue to perform services under this Agreement until the effective date of termination, or to require the Employee to cease employment and the performance of services at any time during the ninety (90) day notice period. If the Employee is required to cease employment and performance of services during the ninety (90) day notice period, the employee shall continue to receive the salary and benefits set forth in this Agreement until the effective date of the termination, provided the Employee does not obtain other employment nor receive unemployment benefits during this period and provided that the Employee is not terminated for "just cause" as defined above. Should the Employee obtain other employment, or receive unemployment benefits, the salary and benefits shall cease upon the effective date of the receipt of such other employment or unemployment benefits.

IV. **Return of Property.** Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and shall sign a statement verifying return of such property.

V. **Compensation.**

- A. Effective September 29, 2012, the Board shall pay, and the Employee shall receive, an annual salary at Wage Band M-6, Step 3 on the Agency Salary Schedule of Eighty Seven Thousand, Eight Hundred Seventeen Dollars and Sixty Cents (\$87,817.60) to be paid in bi-weekly installment payments for services rendered pursuant to this Agreement. Upon completion of an Executive Development program, employee is to be moved to Wage Band M-6, Step 4 on the Agency Salary Schedule with an annual salary of Eighty Nine Thousand, Nine Hundred Eighty Dollars and Eighty Cents (\$89,980.80). An annual review is to be done by the Board prior to employee's anniversary date and next step increase. It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the Employee shall not be entitled to and shall not receive overtime compensation. In the event of termination of employment, the Employee's salary shall be pro-rated to the effective date of termination.
- B. The Board may further increase the salary and/or other benefits of the Employee in such amounts and to the extent as the Board, in its sole discretion, may desire.

VI. **Other Compensation.**

- A. In addition to the above identified annual salary, the Employee shall receive an annual \$2,000 contribution to a deferred compensation plan or equivalent vehicle established under the program offered by the agency. The contribution will be made on or before December 31st of each year. This will represent the current year's contribution.

VII. **Fringe Benefits** The Employee shall be entitled to the following fringe benefits under the same terms as provided to all non-union employees by the Board:

1. Health Insurance (including; hospital, surgical and medical care expense benefits; major medical expense benefits; disability insurance and dental/optical expense benefits).
2. The employee is eligible for the waiver of medical insurance provisions as available to other Board employees.

3. Sick leave accrual, use and payment for unused accumulation consistent with the provisions of the Personnel Policies of the Board of Health.
4. The employee shall be entitled to earn 24 days paid vacation per calendar year, which may not exceed 240 hours of accumulation without the expressed approval of the Board.
5. Upon termination, as provided for in Section 3, the employee shall be paid at their current rate of pay, for all accrued annual leave. In the case of death of the employee, salary for accrued annual leave shall be paid to the beneficiary designated, along with any other compensation due.
6. Professional Liability Insurance.
7. Retirement Benefits under the current Barry-Eaton MERS Plan for management employees.
8. Travel Reimbursement consistent with the provisions of the Personnel Policies of the Board of Health.
9. Life Insurance to be afforded at one time the employee's annual pay rounded to the next thousand and to increase with future salary increases.

- VIII. **Professional Development**. The Employee may attend professional meetings at the local, state, and national level, as outlined in the job description. However, out of state travel and travel that exceeds a total expenditure of \$1500.00 must have the prior approval of the Chairman of the Board. Travel for the purposes of this section shall include conference registrations, airfare, hotel, meals, etc. The Board agrees, within budget limitations, and subject to the Board's approval, to pay for the professional dues and subscriptions of the Employee necessary for the Employee's continuation and full participation in national, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement and for the good of the Department.
- IX. **Mileage Reimbursement**. The Employee shall be reimbursed for motor vehicle mileage incurred in the course of Department business at a rate per mile as established by the Board when the Employee must drive his own vehicle.
- X. **Non-Discrimination** The Employee, as required by law, shall not discriminate against any person seeking services from the Department or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex. Breach of this covenant may be regarded as a material breach of this Agreement.
- XI. **Employees Best Efforts** The Employee agrees that all services required by this agreement will be performed faithfully and to the best of the employee's ability, experience and talents. The Employee shall report to the Board and such other representatives as may be designated by the Board.
- XII. **Outside Employment** The Employee shall not engage in any employment or business outside of this Agreement, except when approved in advance by the Board and under the following circumstances:

- A. The Employee, while engaging in outside or supplemental employment shall:
1. Not use the Department's facilities as a source of referral for private customers or clients.
 2. Not be engaged in outside employment during the Employee's regular working hours.
 3. Not use the name of the Department or its members as a credential in advertising or soliciting customers or clients.
 4. Not use the Department's supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
 5. Maintain a clear separation of outside or supplemental employment from activities performed for the Department.
 6. Not cause any conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.
- B. The Board and Department shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

XIII. **Compliance With The Law** The Employee shall perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

XIV. **Complete Agreement** This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is understood and agreed that this Agreement shall supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Agreement, unless such other document, handbook, plan or material is made expressly applicable to the Employee by this Agreement or by formal action of the Board. It is further understood that no Board personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

XV. **Applicable Law** This Agreement shall be construed according to the laws of the State of Michigan.

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

XVII. **Assignments or Subcontracting** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

XVIII. **Modification of Agreement** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

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

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

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

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

WITNESSED BY:

BARRY-EATON DISTRICT HEALTH DEPARTMENT - BOARD OF HEALTH:

J. Donnini July 30, 2012
Date

Joseph C. Brehler
Joe Brehler, Board Chairperson

EMPLOYEE:

J. Donnini 7/31/12
Date

Colette Scrimger
Colette Scrimger

NOTARY

Janey S Donnini
Notary Public, State of Michigan
County of Barry
My Commission Expires: 8/16/2017
Acting in the County of: Eaton

Central Michigan District Board of Health

Health Officer Contract

THIS AGREEMENT, made this ____ day of _____, 2013 by and between the **Central Michigan District Board of Health** (hereinafter called the "BOARD") and **Steven C. Hall** (hereinafter called "Health Officer") is as follows:

WITNESSETH:

WHEREAS, the BOARD wishes to retain the services of STEVEN C. HALL as HEALTH OFFICER; and

WHEREAS, STEVEN C. HALL wishes to be employed by the BOARD in the capacity of HEALTH OFFICER and has credentials and experience acceptable to the Employer and the Michigan Department of Community Health; and

WHEREAS, it is to the advantage of both the BOARD and the HEALTH OFFICER to specify the conditions under which the HEALTH OFFICER is to work and to be compensated.

NOW THEREFORE, it is mutually agreed by the parties as follows:

1. EMPLOYMENT

The BOARD hereby employs STEVEN C. HALL as the HEALTH OFFICER and STEVEN C. HALL hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. TERMS

The BOARD appointed and employed the HEALTH OFFICER and enters into this contract beginning August 12, 2013 extending through September 30, 2015, unless terminated earlier as provided hereunder. The HEALTH OFFICER is employed at the will and pleasure of the BOARD. In the event that the BOARD shall terminate this Agreement, the HEALTH OFFICER shall be entitled to thirty(30) days written notice, 90(Ninety) days of severance pay and 90(Ninety) days of continued health insurance coverage, unless the BOARD terminates for just cause. In the case of a just cause termination, the BOARD is not obligated to pay the severance pay and insurance, but the HEALTH OFFICER is entitled to accrued, but unpaid benefits.

In the event the HEALTH OFFICER shall terminate this Agreement, the BOARD shall be entitled to thirty (30) days written notice of the termination. Thirty (30) days notice shall be a prerequisite to HEALTH OFFICER'S receiving accrued,

but unpaid benefits. Failure to provide thirty (30) days written notice to the BOARD by the HEALTH OFFICER shall void the responsibility of the BOARD to pay accrued, but unpaid benefits unless otherwise approved by the BOARD.

The following shall be considered “just cause” and shall be grounds for the immediate termination of this agreement by the BOARD:

1. conviction of or pleading guilty or nolle contender to a felony;
2. embezzlement;
3. dishonesty;
4. theft;
5. misappropriation of funds;
6. incompetence or neglect of duty;
7. reporting to work or working in an intoxicated condition;
8. illegal activity on health department premises during work or non-work hours;
9. insubordination;
10. violation of any part of this agreement

The parties agree that the above is not intended to be an exhaustive definition of “just cause” for termination of employment.

In the event the HEALTH OFFICER’S employment is terminated by the majority vote of the BOARD for just cause and the HEALTH OFFICER disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The arbitrator shall have no authority to neither add to, subtract from, or modify this Agreement, nor provide the HEALTH OFFICER any compensation or benefits in excess of those, which are authorized under this Agreement. Further, the arbitrator shall have no authority to award compensation to the HEALTH OFFICER for a period beyond the expiration of this Agreement which is September 30, 2015.

3. COMPENSATION

For all services rendered by the HEALTH OFFICER, the BOARD shall pay the HEALTH OFFICER an annual salary of \$82,000.00 for the period of August 12, 2013 to September 30, 2014. The BOARD shall negotiate the annual salary of the HEALTH OFFICER for the period of October 1, 2014 to September 30, 2015. The HEALTH OFFICER shall be paid in the same manner and intervals as regular non-union, management employees. The BOARD shall evaluate the HEALTH OFFICER annually in October of each year. In the event of termination, the HEALTH OFFICER shall be paid pro-rata to the effective date of termination.

4. DUTIES

The attached job description of the HEALTH OFFICER'S responsibilities, attached hereto as **Exhibit "A"**, is the HEALTH OFFICER'S current responsibilities and may be relied upon by the HEALTH OFFICER. The BOARD may from time to time, by resolution alter the HEALTH OFFICER'S responsibilities, provided that such alterations shall not be effective until a copy of such resolution shall be delivered to the HEALTH OFFICER. The HEALTH OFFICER, to the best of his ability, will follow department policy, rules and regulations. The HEALTH OFFICER is exempt from the Fair Labor Standards Act (FLSA) overtime provision and she may be required to work overtime without additional compensation. While the HEALTH OFFICER is not entitled to overtime, his schedule may be flexed if the workload allows.

5. HEALTH OFFICER'S BEST EFFORTS

The HEALTH OFFICER agrees that at all times he will faithfully and to the best of his ability, experience and talents perform all the duties that may be required of him. The HEALTH OFFICER shall report to the BOARD and such specific Board members as may be designated by the BOARD from time to time in its discretion.

6. FRINGE BENEFITS

The HEALTH OFFICER shall be entitled to health insurance, life insurance, sick leave, holiday pay, retirement, professional fees, mileage reimbursement for department business, personal leave days, and vacation days during each year of the term of this contract as outlined in the CMDHD Non-Union Salaried Employees Information sheet shown as Exhibit "B".

7. OUTSIDE EMPLOYMENT

The HEALTH OFFICER must receive written approval of the BOARD before engaging in outside or supplemental employment. In no case shall outside or supplemental employment conflict with or impair the HEALTH OFFICER'S responsibilities to the BOARD.

8. WAIVER OF BREACH

A waiver of the BOARD of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9. ASSIGNMENT

This Agreement is not assignable by either party hereto.

10. NON-DISCRIMINATION

The HEALTH OFFICER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, term, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, handicap, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of the contract and shall be considered just cause for termination.

The BOARD agrees not to discriminate against the HEALTH OFFICER with respect to hire, tenure, term, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, handicap, height, weight, or marital status.

11. RETURN OF DOCUMENTS

Upon termination/resignation of employment, the HEALTH OFFICER agrees to return to the BOARD all documents, correspondence, papers and other property pertaining to the BOARD then in the HEALTH OFFICER'S possession.

12. PREVIOUS AGREEMENTS

This Employment Agreement thereto hereby supersedes all previous Agreements and any Amendments and the same shall be null and void.

WITNESSED BY:

CENTRAL MICHIGAN DISTRICT
BOARD OF HEALTH CHAIR

EMPLOYEE
