

# **IONIA COUNTY BOARD OF COMMISSIONERS**

**January 14, 2020 -3:00 p.m.**

**Board of Commissioners Room  
Ionia County Administrative Building  
101 W. Main St. Ionia MI**

## **AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment**  
(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting(s)
  - B.
- VII. Unfinished Business**
  - A. By-laws Road Advisory Board
    - 1. Structure of Committee
- VIII. New Business**
  - A. Health Department Data Use and Non-Disclosure agreement.
  - B. Health Department request approval to fill vacant Public Health Nurse II position.
  - C. Appoint Court Administrator/Magistrate Ronald Morseau.
  - D. Acknowledge AAAWM Appointment for Dennis Sitzer (no action required).
  - E. Discussion on Finance Director for Road Department
- IX. Reports of Officers, Boards, and Standing Committees**
  - A. Chairperson
  - B. Board of Commissioners report
  - C. County Administrator

**X. Reports of Special or Ad Hoc Committees**

**XI. Public Comment (3-minute time limit per speaker)**

**XII. Closed Session**

- A.
- B.

**XIII. Adjournment**

**Board and/or Commission Vacancies**

- Board of Public Works – One three-year term expiring January 2021.
- Construction Board of Appeals – One two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three-year term expiring April 2020.
- Parks Advisory Board – One two-year term, serving as a Member-at-Large from the Lyons Area. One two-year term serving from Ionia County Road Commission.
- West Michigan Regional Planning Commission – Two one-year terms, expired December 2019.
- Tax Advisory Board – One –one year term expiring 2020
- Commission on Aging Board – one – three year term expiring September 2020
- Central Dispatch Board – one – three year term, expired January 2019
- Facilities Committee – one – three year term, expires January 2020

**Appointments for consideration in the month of January 2020:**

- **Central Dispatch Board of Directors** – Four - two-year terms
- **Substance Abuse Initiative** – Four - two-year terms
- **West Michigan Regional Planning Commission** – One - one –year term
- **WMRPC Comprehensive Economic Development Strategy Committee** – One – one-year term

**Appointments for consideration in the month of February 2020:**

**IONIA COUNTY BOARD OF COMMISSIONERS  
REQUEST FOR DISCUSSION/ACTION**

**Data Use and Non-Disclosure Agreement  
January 14, 2020**

**CONTACT:**

*Ken Bowen, Health Officer  
Peggy Shaull-Norman, Personal Health Director*

**DESCRIPTION:**

*Data Use and Non-Disclosure agreement concerning Protected Health Information (PHI) or Other Confidential Information between Michigan Department of Health and Human Services (MDHHS) and Ionia County Health Department (ICHHD) allows MDHHS and ICHD to share client PHI to improve care provided and the outcomes achieved for those we serve.*

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**

N/A

**FINANCIAL ANALYSIS:**

N/A

**LEGAL REVIEW:**

N/A

**DEADLINE:**

N/A

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**

*Request approval the Data Use and Non-Disclosure Agreement Concerning Protected Health Information or Other Confidential Information between Michigan Department of Health and Human Services and Ionia County Health Department and authorize the signature of Ken Bowen, Health Officer.*

**ADMINISTRATOR'S RECOMMENDATION:**

Click here to enter text.

**IONIA COUNTY BOARD OF COMMISSIONERS  
REQUEST FOR DISCUSSION/ACTION**

**Health Department Public Health Nurse II Position**  
January 14, 2020

**CONTACT:**

*Ken Bowen, Health Officer*  
*Peg Shaull-Norman, Director of Personal Health*

**DESCRIPTION:**

*Due to resignation, we are requesting to fill the vacant Public Health Nurse II position, 0.60 FTE.*

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**

*N/A*

**FINANCIAL ANALYSIS:**

*Already Budgeted*

**LEGAL REVIEW:**

*N/A*

**DEADLINE:**

*N/A*

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**

*Request approval to fill vacant Public Health Nurse II position, 0.60 FTE, Grade 12, Step 1.*

**ADMINISTRATOR'S RECOMMENDATION:**

# DATA USE AND NON-DISCLOSURE AGREEMENT CONCERNING PROTECTED HEALTH INFORMATION OR OTHER CONFIDENTIAL INFORMATION

Michigan Department of Health and Human Services

Parties who are interested in acquiring data from the Michigan Department of Health and Human Services (MDHHS) may be required to complete and submit this application to the Bureau of Information Management. Depending on the nature of the data being requested, third parties may be required to share their security protocols and guidelines with MDHHS for review. In addition, there may be a need to satisfy certain Department of Technology, Management and Budget's security requirements to ensure that the data will be securely maintained by the data recipient, and also to ensure that any potential risk of a break is minimized.

**Instructions:**

1. Use this form if the data recipient is an entity outside of the State of Michigan government and is requesting Michigan Department of Health and Human Services data.
2. Spell out all acronyms when initially referenced.
3. Completely fill in the header information (Data Recipient, Address, Phone, e-mail, etc.).
4. Return the **signed** DUAs to Erin Mobley (MobleyE2@michigan.gov).
5. This application is not an agreement until authorized by the MDHHS Chief Compliance Officer.

Project Title: 2020

**CareConnect360: Web Application - Local Health Departments (LHD)**

Request Number (For MDHHS Use Only - include number from MDHHS-5614, Request for Data)

Data Recipient

Organization

Address

City

State

Zip Code

Phone Number

Email Address

In accordance with this agreement, data are provided to the Data Recipient by the Michigan Department of Health and Human Services (MDHHS), Data Warehouse Services and Reporting on a real-time basis beginning at full execution, until termination or expiration, which is one year after date signed by the MDHHS Chief Compliance Officer.

Fees  Yes (see separate fee agreement)  No

The parties agree to the provisions specified in this agreement, the Health Insurance Portability and Accountability Act (HIPAA), and all other applicable public health, research, and confidentiality laws.

**SECTION 1: DATA SOURCE AND MDHHS SPONSOR(S)**

Identify the MDHHS program area(s) and MDHHS system(s) that serve as the Source of the Requested Data. (e.g., EMS Trauma and Preparedness and Michigan EMS Information System [MI-EMSIS])  
**Medicaid and mental health claims/encounters data, eligibility, foster care, long-term care, vital records and other health program data from the MDHHS Data Warehouse for which the user has been approved through the MDHHS Database Security Application (DSA) process.**

Identify the MDHHS program sponsor(s) for the Requested Data. A sponsor is needed for each area providing data.

Sponsor Dr. George Mellos

Title/Program Senior Deputy Director, Behavioral Health and Developmental Disabilities

Phone Number 517-335-0276

Email Address z  
MELLOSG@MICHIGAN.GOV

Identify the MDHHS program sponsor(s) for the Requested Data. A sponsor is needed for each area providing data.

Sponsor Brant Cole

Title/Program Director, Medicaid Systems Operations Division

Phone Number 517-241-0288

Email Address  
ColeB3@michigan.gov

## SECTION 2: DATA SOURCE, PURPOSE, USE, DESCRIPTION, APPROVAL (IF HUMAN SUBJECT RESEARCH)

What is the Data Recipient's Purpose for, and Specific Use of, the Data?

1. Describe with detail why these data are requested (e.g., Research, Statistics, Public Health, Health Care Operations, Administration of the Medicaid Program).  
**Prepaid Inpatient Health Plans (PIHP), Integrated Care Organizations (ICO), and Medicaid Health Plans (MHP) along with State of Michigan Local Health Departments whom enter into this Agreement will receive Medicaid physical and behavioral health data related to members enrolled in their plan for the purpose of improving the care provided and the outcomes achieved for those they serve. The data recipient will only have access to data relating to the beneficiaries served in their health plan.**  
**Due to federal confidentiality requirements, claims/encounters data from Substance Use Disorder (SUD) treatment providers covered by 42 CFR Part 2 will NOT be included in this agreement.**
2. Describe how the data will be used/disclosed, or incorporate by reference and attach a copy of the research protocol, work plan, or request letter that details the purpose and use of data, etc.  
**The data will be disclosed to the data recipient through access to the CC360 web application. Data will be used by the data recipient for the following purposes:**
  - **To identify and resolve potential data issues between the MDHHS Health Services data warehouse and the plan's data relative to identifying those served;**
  - **To coordinate care and improve outcomes;**
  - **To facilitate data analytics at the plan level to inform the development of a statewide data analytics capacity;**
  - **To identify other potential items that may hinder, as well as improve, the use of such data; and**
  - **For treatment, payment, and healthcare operations purposes consistent with HIPAA and other applicable confidentiality laws.**

3. Describe the data requested indicating amount, type, by what medium the data will be provided, how the data will be protected and whether that data recipient is granted access to the data warehouse or state archives.

The data sets will include encounter data and fee-for service claims. The CC360 data set may also include other MDHHS Health Services-owned data sets as approved by MDHHS at its sole discretion.

Access to any additional data sets will generally only be granted on an as-requested basis and only where data is already approved for use within CC360. All terms of this DUA, to the maximum extent applicable, apply equally to any additional data sets user is granted access to. Additional terms may also apply to additional data sets as required by MDHHS.

a. Specify or attach a list of ALL data elements requested (e.g., age, gender, etc.) and time periods (e.g. January 2013 through January 2015)  
The CC360 data will be available to the data recipient on a real-time basis through the CC360 web application.

b. Specify if the data requested is identifiable, de-identified, or a limited data set as defined by HIPAA.  
Identifiable Data

c. Specify the medium requested (e.g., electronic, hard copy, etc.).  
Electronic

d. Specify the method of data transfer from MDHHS to Data Recipient.  
The transfer of data will occur through the CC360 Web Application, pulled real-time from the MDHHS Data Warehouse.

e. Specify how the data will be stored and protected (e.g., encryption, password protected).  
The data within CC360 is not stored in the application itself. The data is stored in the MDHHS Data Warehouse. The Data Warehouse is encrypted using the latest standards in encryption technology, this is for both data at rest and in transit. The MDHHS data warehouse cannot be accessed outside the State of Michigan network. We have various levels of access and authentication in place. All non-State of Michigan employees will need to have advanced authentication methods in place to access the data warehouse. Access to data is managed through a process of assigning specific data sets to roles. In this role-based method of granting access, the State of Michigan can limit access in a very detailed manner. A web-based system is utilized in authorizing access to data, called the Database Security Application (DSA) and that system also automatically requires annual recertification of access. Should the data be printed, hard copies will be stored in a secure area and destroyed when no longer needed.

f. Specify how access to the data will be managed.  
Each user will require a login and password and will only be able to view those beneficiaries that are assigned through an active care relationship.

g. Specify with name and title of all whom will have access to the data.  
Users deemed appropriate under the entity's administration and vetted through MDHHS Database Security Application (DSA) process.

- h. Specify whether the data will be destroyed after it is no longer needed.  
**The data will be destroyed when no longer needed.**

**Research Project (Complete this box if requested data will be used for human subject research).**

Is Institutional Review Board (IRB) (human subjects research) approval required?

Yes  No

If Yes, MDHHS Approval Number (Attach MDHHS Approval Form)

Is a HIPAA Informed Consent/Authorization Waiver Required?

Yes  No

If Yes, attach documentation of HIPAA Authorization/Informed Consent Waiver.

**SECTION 3: AGREEMENT CONDITIONS**

With regard to data provided under this agreement, the Data Recipient agrees to:

1. Use and disclose the data only in accordance with this agreement, or as otherwise required by law;
2. Limit access to these data only to those described and authorized in this agreement; (MDHHS may require the specific identification of the person(s) or the agency/division/office that is permitted access. Identify if needed.)  
**Access to data will be provided only to the data recipient's staff, agents and subcontractors who need access to the data to implement the purposes of this Agreement. Agents and subcontractor will be granted access to the data consistent with numbers 3 and 5 below.**
3. Use appropriate safeguards to prevent use or disclosure of the information other than as provided by this agreement; (MDHHS sponsor may require description of the security procedures that will be in place and followed.)  
**If the data recipient is a PIHP, prior to approving access to CC360 for CMHSP users, the PIHP will execute a data use agreement with each CMHSP agency that will be provided access to CC360. The data use agreements must: (1) contain substantially the same terms and conditions as this agreement; and (2) must contain language that requires the CMHSP to enter into an agreement containing substantially the same terms and conditions as this agreement with any of its agents or subcontractors that will have access to the data. Upon MDHHS request, the PIHP will provide a copy of the fully executed data use agreements with the CMHSP agencies. By approving access to CC360 for CMHSP agency users, the PIHP represents and warrants that a data use agreement has been executed with the CMHSP agency prior to approving access. It is the PIHP's responsibility to verify and monitor, through coordination with each CMHSP provider agency, that adequate privacy and security measures, in compliance with federal and state laws, regulations and rules, have been implemented.**
4. Report to the responsible MDHHS sponsor any use or disclosure of information that is not provided for by this data use agreement;
5. Ensure that any agent(s) or subcontractor(s) who access these data agree to the same restrictions and conditions that apply to the data recipient; (MDHHS sponsor may stipulate that release of data to a subcontractor cannot be done without the written authorization of MDHHS.)



Data may not be released to an agent or subcontractor without the prior written authorization of MDHHS. By listing agents and subcontractors below, the data recipient agrees that it has data use agreements and/or business associate agreements in place with its agents and subcontractors, as applicable. MDHHS signatures constitute MDHHS authorization for the release of the data covered by this agreement to the specified agents and subcontractors listed below:

6. Make no attempt to identify or contact the individuals, providers, or health plans within the data provided unless approved in this agreement; (Describe any agreed upon exceptions if needed.) Health plan members, providers and health plans identified within the data file may be contacted for treatment, payment, or healthcare operations purposes consistent with HIPAA and other applicable confidentiality laws.
7. Data recipient must provide MDHHS at least thirty days to review and provide comments on papers, publications, or presentations that the data recipient plans to submit for publication or presentation. Data recipient agrees that it will not publish or disseminate any protected health information, personally identifiable information, or data that might make it possible, directly or indirectly, to identify an individual. Data recipient must acknowledge the MDHHS program as appropriate (e.g., source of data, etc.), assume full responsibility for the analysis and interpretation of the data, and provide a copy of the publication or presentation to MDHHS. To the extent data recipient requires technical assistance in analyzing or interpreting the data and when such assistance goes beyond providing non-manipulated data, MDHHS reserves the right to request that these activities be considered a substantial contribution to the research being conducted and that the provision of such assistance may warrant MDHHS be considered as a research collaborator or co-author in any resulting publications or presentations;
8. Return or destroy all originals and copies of any potentially identifiable information upon completion of project, or upon request, unless otherwise approved in this agreement. This includes, but is not limited to: magnetic tape, micro disk files, paper records, etc. If not returned to the MDHHS, then the data must be destroyed; e.g., use a CD/DVD shredder to destroy CD Roms, DVDs, etc., erase floppy/zip disks using a magnet, shred paper records, clean computer hard drives with a program designed to wipe a disk by overwriting, etc.;
9. Not use the data provided to engage in any method, act, or practice which constitutes a commercial solicitation or advertisement of goods, services, or real estate to consumers; and
10. Not use the data provided as a basis for legal, administrative or other actions which may affect particular individuals or establishments as a result of their specific identification in this project. This agreement may be amended in a writing that is signed by the parties. Any amendment to this agreement will be effective when signed by both parties. This Agreement is effective when it has been signed by the parties. This Agreement will expire one year after full execution. MDHHS may cancel this agreement with 30 days written notice, or other appropriate notice.

The MDHHS may cancel this agreement with proper notice.

The unauthorized use or disclosure of confidential information is punishable by imprisonment or fine or both under state and federal laws specific to the data released.

**DATA RECIPIENT SIGNATURE**

I, the data recipient, have read, understand, and agree to the above conditions.

Name of Responsible Data Recipient or authorized person (Type or Print)	Title
Signature of Responsible Data Recipient	Date

**MDHHS SPONSOR SIGNATURE**

I, the MDHHS sponsor, understand the role and responsibilities of a sponsor and fully accept this role.

Name of Responsible MDHHS Sponsor (Type or Print) Dr. George Mellos	Title Senior Deputy Director, Behavioral Health and Developmental Disabilities
Signature of Responsible MDHHS Sponsor	Date
Name of Responsible MDHHS Sponsor (Type or Print) Brant Cole	Title Director, Medicaid Systems Operations Division
Signature of Responsible MDHHS Sponsor	Date

**MDHHS RESPONSIBLE PARTY SIGNATURE**

Name of MDHHS Chief Compliance Officer Cynthia Green-Edwards	
Signature of MDHHS Chief Compliance Officer	Date

**AUTHORITY:** This form is acceptable to the Michigan Department of Health and Human Services as compliant with HIPAA privacy regulations, 45 CFR Parts 160 and 164 as amended.

**COMPLETION:** Is required if disclosure is requested.

The Michigan Department of Health and Human Services (MDHHS) does not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, genetic information, sex, sexual orientation, gender identity or expression, political beliefs or disability.

**IONIA COUNTY BOARD OF COMMISSIONERS  
REQUEST FOR DISCUSSION/ACTION**

Fill Court Administrator/Magistrate Position

January 14, 2020

**CONTACT:**

Honorable Raymond P. Voet  
64A District Court Judge

**DESCRIPTION:**

Request approval to fill Court Administrator/Magistrate position effective date of December 9, 2019.

We are requesting to start the person at Grade 13, Step 2, as we are considering a current Ionia County employee for this position, and Step 2 would place them on the scale just above what they currently earn, (per the County Personnel Policy).

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**

SCAO, Finance, Law Enforcement Agencies, IT, JIS

**FINANCIAL ANALYSIS:**

Request Grade 13, Step 2

The County will realize a savings as the prior Court Administrator/Magistrate is at a Step 5.

**LEGAL REVIEW:**

None

**DEADLINE:**

December 9, 2019

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**

That the Board of Commissioners authorize the District Court Judge to hire a Court Administrator/Magistrate at a pay level of Grade 13, Step 2, effective December 9, 2019.

**ADMINISTRATOR'S RECOMMENDATION:**

Click here to enter text.



*The Source for Seniors*

**EXECUTIVE COMMITTEE**

**CHAIRPERSON**  
*Bill Routley*

**VICE CHAIRPERSON**  
*Marilyn Burns*

**SECRETARY**  
*Richard Karns*

**TREASURER**  
*Carol Hennessy*

**MEMBER-AT-LARGE**  
*Cynthia LaBelle*

**ADVISORY COUNCIL CHAIRPERSON**  
*Robert Sundholm*

**EXECUTIVE DIRECTOR**  
*Jackie O'Connor*

**BOARD OF DIRECTORS**

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*Com. Rick Cain*  
*Stuart Peet*

**IONIA COUNTY**  
*Com. Larry Tiejema*  
*Dennis Sitzer*

**KENT COUNTY**  
*Com. Carol Hennessy*  
*Nancy Nielsen*

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*Cynthia LaBelle*

**OSCEOLA COUNTY**  
*Com. Larry Emig*  
*Richard Karns*

**CITY OF GRAND RAPIDS**  
*Jane DeVries*

December 4, 2019

David Hodges, Chairperson  
100 West Main Street  
Ionia MI 48846

Commissioner Hodges:

The two-year appointment of a consumer to the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors is due in January 2020. Currently Dennis Sitzer is the consumer appointment for Ionia County. Please advise us by the end of January 2020 if Dennis will continue to represent Ionia County or you are appointing someone new.

Commissioner Larry Tiejema's term does not expire until January 2021.

Thank you for your continued support of AAWM and do not hesitate to contact me if you have any questions.

Sincerely,

Jackie O'Connor  
Executive Director  
616.222.7002

[Jackie@aaawm.org](mailto:Jackie@aaawm.org)

cc: Stephanie Fox

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Fx: 616.456.5692  
1.888.456.5664  
[www.aaawm.org](http://www.aaawm.org)

**Mission:** Provide older persons and persons with a disability an array of services designed to promote independence and dignity in their homes and their communities.