

**BOARD OF HEALTH – PROGRAM, POLICY, & APPEALS COMMITTEE**  
**Agenda for September 19, 2022 at 1:00 PM**

Meeting Location: Branch County Courthouse, Commissioner’s Meeting Room,  
31 Division St., Coldwater, MI

1. Call to Order
  - a. Roll Call
  
2. Public Comment
  
3. New Business
  - a. Strategic Plan
  - b. Agency Holidays Observed
  - c. Public Comment rules
  - d. CW Building lease
  - e. Flu Shots
  
4. Public Comment
  
5. Adjournment

**Public Comment:**

For the purpose of public participation during public hearings or during the public comment portion of a meeting, every speaker prior to the beginning of the meeting is requested but not required to provide the Board with his or her name, address and subject to be discussed. Each speaker will be allowed to speak for no more than three (3) minutes at each public comment opportunity. Board of Health By-laws, Article V, Section 3

# Branch-Hillsdale-St. Joseph Community Health Agency 2022-2026 Strategic Plan

Approved by the Branch-Hillsdale-St. Joseph Community Health Agency Board of  
Health and it's Health Officer

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Tom Matthew, Chairperson

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Rebecca A. Burns, Health Officer

September 22, 2022



**BRANCH-HILLSDALE-ST. JOSEPH**  
**COMMUNITY HEALTH**  
**AGENCY** | **YOUR LOCAL**  
**HEALTH DEPARTMENT**

In recent years the work of public health professionals and public health agencies has been spotlighted. A sometimes-forgotten piece of the healthcare system, public health is being scrutinized and politicized calling for BHSJCHA to shape a well-defined path for the future with this strategic plan. At BHSJCHA our mission of “helping people live healthier” explains the work we do whether that is issuing a permit for a new on-site sewage system, inspecting a restaurant, providing an immunization, screening a child for hearing and vision, or the many other services our staff provide. This dedication to helping residents in the tri-county area live healthier, coupled with our vision of “being the trusted health resource for all people” is not just words on paper for our staff. With everything we do at BHSJCHA we mean what we say and we strive to do everything with excellence using best practices. We do endeavor to be your trusted health resource.

As we take on the opportunity of providing public health services to all people in our tri-county service area, we value inclusion, innovation, and integrity; statements that define BHSJCHA’s commitment to how we do business. We will soon begin work on a Community Health Needs Assessment and use the data that results from that to inform a Community Health Improvement Plan. These efforts will further define the activities that our local public health Agency will engage in over the next four years.

The development of this four-year plan was a collaborative effort that included community partners and leaders, BHSJCHA staff and administration, and the BHSJCHA Board of Health. A good plan takes direction from many voices and opinions and I’m proud to present this plan which included input from a diverse set of stakeholders. The planning is done; let’s get to the work of implementation.

Sincerely,

Rebecca A. Burns, MPH, RS  
Health Officer

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## ***Branch-Hillsdale-St. Joseph Community Health Agency***

**Mission:** *The mission of the Branch-Hillsdale-St. Joseph Community Health Agency, Your Local Health Department is, helping people live healthier.*

**Vision:** *The vision of the Branch-Hillsdale-St. Joseph Community Health Agency is to be the trusted health resource for all people.*

### **Values:**

- Inclusion
- Innovation
- Integrity

### **Strategic Priorities:**

- Communication and Advocacy
- Employee Investment
- Programming and Policies

## **Background**

The Branch-Hillsdale-St. Joseph Community Health Agency (BHSJ), under the direction of public health officer, Rebecca Burns, determined the need to create an organization strategic plan to guide its activities for the next four years. The agency's executive team coordinated the planning process and hired an external consultant to facilitate meetings and draft the initial plan. The agency's front-line staff also participated in the planning process through their participation in the initial strategic planning survey and meetings during the planning process. Community partners, county officials and board of health members were also survey participants. BHSJ internal participants included representation from all levels and all divisions within the department. Evidence of multi-level staff participation are provided in Appendix A.

## **The Strategic Planning Process**

The team held its first planning session on June 30, 2022. During the initial session, the team received an overview of the strategic planning process, learned what the Public Health Accreditation Board's requirements are for a strategic plan, and reviewed the proposed plan development timeline. Department documents were reviewed in preparation for the initial meeting:

During the first meeting, the team reviewed its mission statement and compared it to the survey responses received. After much discussion, the team developed a proposed new mission statement. The team then created a new proposed vision statement for the organization. The team then turned its attention to the values. The BHSJ has a set of values and the team opted to

continue to work on potential revisions between the first and second meetings. By the end of the first meeting, the team developed a draft of the Strengths, Weaknesses, Opportunities and Challenges (SWOC) assessment and a proposed set of strategic priority areas to be further discussed and refined at the front-line staff meetings. The proposed priority areas are:

- Communication and Advocacy
- Employee Investment
- Programming and Policies

On July 15, 2022, the front-line staff met in one of two identical (morning and afternoon) sessions. Both groups reviewed the information and draft materials provided and developed at the first meeting. Both sessions generated refinements to the priority areas as well as the goals and objectives for each as well as potential strategies to achieve the objectives and ultimately the goals. Additional proposed versions of the vision statement were also developed.

The contracted consultant was then tasked with refining the objectives and strategies which will then be incorporated into the draft plan for team member review and comment.

A SurveyMonkey survey was disseminated to staff, and they were asked to rank the priority areas and the corresponding objectives. The consultant and leadership team used the results to set timelines and deadlines for the objectives and determine which areas to focus on in the first year of the plan. The survey also asked staff to select one of the proposed vision statements and indicate their level of support for the proposed mission statement and agency values. A total of 46 responses were received.

In communications with the health officer, the consultant provided the survey results and draft plan. The leadership team members developed time-framed targets for the objectives and strategies included in the plan and fine-tuned the narrative. The final draft was sent to the department staff on September 14, 2022.

### **Staff Involvement**

The front-line staff of the department were provided the opportunity to participate in a strategic planning online survey that was conducted prior to the first planning session. Staff were asked to provide feedback on the current trends they see in the community, their vision for the health department, and internal strengths and weakness and external opportunities and challenges. The information gathered was used to develop the agency's vision statement and was instrumental in the SWOC analysis. (See Table 1)

After the priority areas and proposed objectives were developed, the staff were once again asked to participate in a second online survey to prioritize the goals and strategies in order to create the time-framed targets for the objectives. The first staff and community stakeholder survey garnered 57 responses and the second survey which was sent to SFHD staff received 46 responses. Both the survey instruments and results are available upon request.

## **Stakeholder Engagement**

The final draft document of the strategic plan was shared with the BHSJ Board of Health on September 14, 2022 by email and then again on September 19, 2022 as part of the meeting packet for the Program, Policy, and Appeals Committee to receive input and feedback from both the Board and the public.

The plan was also distributed via email to the agency's community partners and stakeholders within the three-county region. Several stakeholders acknowledged receipt of the final draft and thanked the Agency for the opportunity to participate in the process. TB from St. Joseph County stated, "I did an overview look and I think it looks good!" Once the Board of Health accepts the Strategic Plan a copy will be forwarded to the MDHHS Division of Local Health Services.

A total of 16 community partners participated in the strategic planning survey that was used to develop the plan's priorities.

## **Alignment with BHSJ Organizational Plans**

### **Branch-Hillsdale-St. Joseph Community Health Agency Needs Assessment and Improvement Plan**

In 2022, the BHSJ requested bids to assist in the community health needs assessment (CHNA) and health improvement planning process. It is anticipated that the assessment process will begin in the last quarter of 2022 and that the plan will be developed by June 2023. BHSJ included the CHNA process into our strategic plan as we need to determine where service gaps exist and how the agency and in coordination with partners will work collectively to address them resulting in improving the health status within the three-county district.

It is anticipated the strategic plan will be updated to include those areas (services, policy development, interventions, etc.) where BHSJ will serve in a leadership capacity during the health improvement plan implementation.

### **Quality Improvement, Workforce Development, and Performance Management Plans**

The BHSJ has identified and implemented QI projects throughout the department over the course of the past few years as we continue to develop a culture of quality. The strategic plan will be valuable resource for us to use to identify additional QI projects as we begin implementation of our plan.

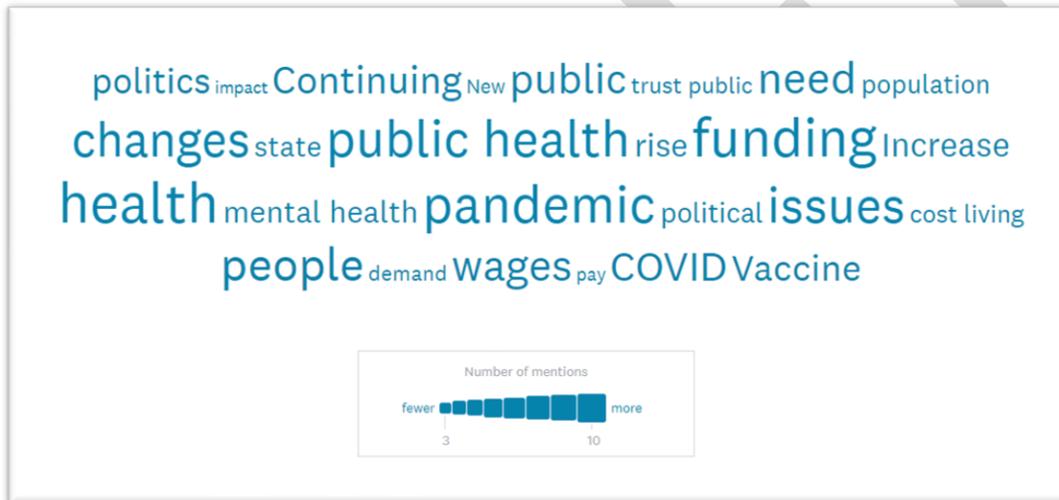
Our strategic planning process has identified the need to update our workforce development plan. One of the strategic priority areas is dedicated to the development and implementation of the BHSJ Workforce Development Plan.

We recognize we need to begin a concerted effort to create a comprehensive performance management system within the department. The strategic plan with its measurable objectives and strategies will be a cornerstone for our performance management system as we develop department-wide performance goals. We have invested in the VMSG performance management software and are committed to training staff and utilizing the system to track our performance in both programs and policies.

## External Trends and Events that Impact Our Work

As evidenced in the SWOC analysis provided on the following page, the BHSJ Community Health Agency has multiple factors that potentially impact our work. Both opportunities and challenges have been identified and are addressed in the strategic plan.

The initial SurveyMonkey survey included a question asking participants to identify current trends impacting the BHSJ Community Health Agency in the next five-ten years. In the Word Cloud illustrates the identified trends.



During all of the strategic planning sessions, discussions were held related to the current level of distrust in government and in public health. This is a primary reason our strategic plan will focus on communication and advocacy efforts to restore the public’s trust in public health and achieve our agency vision to be the trusted health resource for all people.

Changes and lack of flexibility with state and federal funding to address locally identified needs continues to be a challenge and will require us to continue to advocate for more local control related to the funding allocations. We also will work with our own board of health to assure local funding is available to address the external challenges we encounter.

The fact that the level of community distress is exceedingly high and mental health fragility is present in both our staff and community members is the reason we have included an objective related to mental and behavioral health. We anticipate this will be a long-term challenge not only for our agency but for local health departments nation-wide.

<b>SWOC WORKSHEET</b>		
<b>Branch-Hillsdale-St. Joseph Community Health Agency</b>		
<b>INTERNAL</b>	<p><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>• Dedicated, professional employees</li> <li>• Good leadership- ready to plans into action</li> <li>• Mobile clinic vehicle</li> <li>• Good internal communication</li> <li>• Fiscally mindful – financially efficient</li> <li>• Broad scope of public health expertise</li> <li>• Customer service</li> <li>• Positive attitudes</li> <li>• Accommodates the needs of the public in special and unique ways</li> <li>• Communication with the public</li> <li>• Attitude of excellence</li> <li>• Be able to accept donations for families</li> </ul>	<p><b>WEAKNESSES</b></p> <ul style="list-style-type: none"> <li>• Lack of leadership in holding people accountable</li> <li>• Staff turnover</li> <li>• Inability to pay competitive wages due to funding limits</li> <li>• Morale/burnout of staff</li> <li>• Multiple demands on staff/workloads</li> <li>• Communication</li> <li>• Limited support from board of health to retain staff</li> <li>• Lack of educational opportunities for staff</li> <li>• Facility appearance</li> <li>• Mental health concerns</li> </ul>
<b>EXTERNAL</b>	<p><b>OPPORTUNITIES</b></p> <ul style="list-style-type: none"> <li>• Expand educational outreach opportunities to public and in schools/youth programs</li> <li>• Continued work with federally qualified health centers</li> <li>• Integration and partnerships with community organizations</li> <li>• Grant and funding opportunities</li> <li>• Collaboration within MI and neighboring states to compare, contrast best practices and form a unified version of local health departments</li> <li>• Remote WIC as a permanent option</li> <li>• Be a community leader</li> <li>• Promotion of image</li> <li>• Use the mobile unit to reach out to specific communities in need</li> <li>• Educate and prepare board of health members to promote the health department with higher level officials. Utilize the skills of board members to promote the health department</li> </ul>	<p><b>CHALLENGES</b></p> <ul style="list-style-type: none"> <li>• Lack of flexibility at state level in approaching problems</li> <li>• State and federal mandates</li> <li>• Public support and trust – misinformation on role and scope of public health</li> <li>• Sustainable funding from state and federal government</li> <li>• Political views in medical settings</li> <li>• Economy</li> <li>• Social media</li> <li>• Emerging culture that disregards practices necessary for public health</li> <li>• Individualistic attitudes</li> <li>• Changing social norms</li> <li>• Community distress and collective fragile mental health</li> </ul>

## **Strategic Plan Outline**

The plan outlined on the following pages is displayed in a table format to improve readability. The tables indicate each Strategic Priority Area highlighted in blue, the Objectives are highlighted in gray, and the strategies highlighted in yellow. Each priority area includes the identified champion(s), and each strategy includes the metric/measure to be used to monitor progress.

Annual action plans will be developed and utilized to stay on track each year of the plan and to be able to analyze the work accomplished each year as well as to identify if and when adjustments to timelines and activities need to be modified.

<b>Strategic Priority Area 1: Employee Investment</b>	
Goal: Ensure retention of a competent and satisfied workforce	
Champion(s): Administrative Services Division Primary: Theresa Fisher  Secondary: Brenae Gruner	
Objective 1.1: Beginning in 2023, create a wage equity plan and continue to present to BOH annually	
Strategies	Metric/Measure
1.1.1 Seek out wage surveys conducted in past 12 months if available for review; request assistance from MALPH as appropriate by January 2023	
1.1.2 Create opportunities for board members interact with employees to gain understanding of public health work and build rapport by January 2023	
1.1.3 Present wage equity plan to BOH in October of every year	
Objective 1.2 Review and update the agency workforce development plan by January 2024	
Strategies	Metric/Measure
1.2.1 Analyze agency-wide self-assessment of the public health core competencies to identify knowledge gaps and opportunities for staff development by December 2022	
1.2.2 Identify the mandated trainings required for each department and program by December 2023	
1.2.3 Create an annual training schedule and tracking system to assure the mandated trainings are completed by January 2024	

1.2.4 Compile the information necessary for new employee orientation by January 2024	
1.2.5 Consider a peer-mentoring program for new employees by June 2024	
1.2.6 Provide staff the opportunity to review and provide input into the plan by September 2024	
Objective 1.3: Evaluate our hiring strategies and opportunities for advancement by September 2023	
Strategies	Metric/Measure
1.3.1 Review each step in the recruitment and hiring/orientation process and recommend improvements by March 2023	
1.3.2 Develop materials to promote the benefits provided by agency to be used in the recruiting process March 2023	
1.3.3 Review job descriptions for accuracy and update as appropriate; assure employees know where job descriptions are located for reference by September 2023	
1.3.4 Explore the development of career ladders for employees to seek advancement opportunities and aid in succession planning by January 2024	

Objective 1.4 Develop and enhance employee satisfaction beginning in October 2023 and on an ongoing basis.	
Strategies	Metric/Measure
1.4.1 Create a multi-department and level employee satisfaction team by January 2023	
1.4.2 Create opportunities for staff to express their level of job satisfaction by September 2023	

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**Strategic Priority Area 2: Communication and Advocacy**

Goal: Assure a strong internal and external communication strategy to promote public health advocacy and to extend the reach of public health

Champion(s): Health Promotion & Education Section  
 Primary: Alex Bergmooser  
 Secondary: Kris Dewey

**Objective 2.1 Develop and implement an internal communication plan by June 2023**

Strategies	Metric/Measure
2.1.1 Maintain a multi-departmental and multi-level staff committee to develop internal communication plan by January 2023	
2.1.2 Evaluate share drive system and provide staff access and training by June 2023	
2.1.3 Create and provide to all agency staff, departmental and program meeting schedules on an annual basis starting in 2023	

**Objective 2.2 Develop and foster relationships with stakeholders to support agency mission and vision starting in 2023 and on a continual basis**

Strategies	Metric/Measure
2.1.1 Assess who the current and potential stakeholders are for the agency and create opportunities for engagement by June 2023	
2.1.2 Develop a stakeholder email distribution list to share relevant agency, program, and emerging health issues information by September 2023	

2.1.3 Seek out relationships with college and vocational programs to encourage public health as a career and staff recruitment by September 2024	
2.1.4 Share stakeholder events, information on social media platforms and with staff starting in April 2023	
<b>Objective 2.3 Develop and implement an external communication plan by January 2024</b>	
<b>Strategies</b>	<b>Metric/Measure</b>
2.3.1 Maintain a multi-departmental and multi-level staff committee to develop external communication plan by January 2024	
2.3.2 Explore the opportunities available to provide translation services to the public through staff, partners, and media by June 2024	
<b>Objective 2.4 Expand the behavioral health collaboration by March 2023</b>	
<b>Strategies</b>	<b>Metric/Measure</b>
2.4.1 Develop and disseminate informational materials for the 988 Hotline by January 2023	
2.4.2 Assess the current behavioral health programs available within the district and share with staff and persons served by January 2023	
2.4.3 Continue discussions with behavioral health organizations within the district to determine how	

our agency can collaborate and be of assistance starting in October 2022 and ongoing basis	
2.4.4 Provide staff with mental health educational opportunities to recognize behaviors, situations and the prevention and intervention resources available by December 2022	

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<b>Strategic Priority Area 3: Programming and Policy</b>	
Goal: Ensure programming policies and procedures are meeting the requirements and needs of the organization	
Champion(s): BHSJCHA Directors & Health Officer Primary: Rebecca Burns  Secondary: Theresa Fisher	
Objective 3.1 Review all existing policies for relevance by January 2024	
Strategies	Metric/Measure
3.1.1 Develop and implement timelines to ensure program policy reviews and revisions take place on a scheduled basis by January 2023	
3.1.2 Evaluate the existing structure to our agency personnel policy committee and identify areas of opportunity for improvement by September 2023	
3.1.3 Present policy revisions to board of health for review and approval on an ongoing basis as necessary	
Objective 3.2 Conduct a CHNA and use this to assess the need for additional programs and service delivery methods to meet community needs by June 2023	
Strategies	Metric/Measure
3.2.1 Establish a community health needs assessment team comprised of community partners and staff	
3.2.2 Collect and analyze primary and secondary community data through a variety of sources and methods	
3.2.3 Present data to partners, stakeholders, and community members to identify and prioritize health issues that will be included in community health improvement plan	

3.2.4 Determine the assets and resources available to address the prioritized health issues	
3.2.5 Seek out public and stakeholder input regarding necessary programs and service delivery methods and identify gaps within the district by	
3.2.6 Work with community partners to assure community needs are met that are beyond the scope of delivery by the agency by June 2023	
3.2.7 Develop goals, objectives, and a reporting process to monitor and sustain the process and health status	
3.2.8 Review and update the plan on an annual basis	
<b>Objective 3.3: Implement the VMSG dashboard to track program compliance by December 2022</b>	
<b>Strategies</b>	<b>Metric/Measure</b>
3.3.1 Implement agency-wide educational opportunities on the use of the VMSG software and dashboard functions for program compliance by December 2022	
3.3.2 Upload the strategic planning objectives into VMSG by December 2022	
3.3.3: Upload program performance measures at least three programs into VMSG by January 2023 and quarterly thereafter until all programs are included in the software system	
3.3.4 Monitor the VMSG dashboard on a quarterly basis for program compliance beginning in March 2023	
<b>Objective 3.4: Implement the VMSG dashboard to track policy compliance by January 2024</b>	
<b>Strategies</b>	<b>Metric/Measure</b>

3.4.1 Implement agency-wide educational opportunities on the use of the VMSG software and dashboard functions for policy compliance by January 2024	
3.4.2 Upload the policy performance measures of at least three programs into VMSG by January 2025 and quarterly thereafter until all policies are included in the software system	
3.4.3 Monitor the VMSG dashboard on a quarterly basis for policy compliance beginning in March 2025	

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## APPENDICES

### Appendix A: Strategic Planning Sessions; Participant Sign-In Sheets

#### Strategic Planning Meeting - June 30, 2022

Name	Job Title	30-Jun
Aim mee Mullendore	Clinic Supervisor	x
Alex Bergmooser	Health Analyst Supervisor	x
Joseph Frazier	EH Supervisor	x
Kali Nichols	Personal Health and Disease Prevention Director	x
Laura Sutter	AAA Director	x
Paul Andriacchi	Environmental Health Director	x
Rebecca Burns	Admin/Health Off	x
Tereasa Penney	CSHCS Hearing/Vision Supervisor	x
Theresa Fisher	Administrative Services Director	x
Heidi Hazel	Clinic Supervisor	x
Shelby Ankney	Clinic Supervisor	x
Kristina Dewey	Health Educator	x

#### Strategic Planning Meeting - July 15, 2022

Name	Job Title	15-Jul
Aim mee Mullendore	Clinic Supervisor	x
Alex Bergmooser	Health Analyst Supervisor	x
Joseph Frazier	EH Supervisor	x
Kali Nichols	Personal Health and Disease Prevention Director	x
Laura Sutter	AAA Director	x
Paul Andriacchi	Environmental Health Director	x
Rebecca Burns	Admin/Health Off	x
Tereasa Penney	CSHCS Hearing/Vision Supervisor	x
Theresa Fisher	Administrative Services Director	x
Heidi Hazel	Clinic Supervisor	x
Shelby Ankney	Clinic Supervisor	x
Kristina Dewey	Health Educator	x

#### Strategic Planning Meeting - World Café Model, July 15, 2022

The meeting was broken into two sessions, to allow all staff to participate (morning & afternoon).

Name	Job Title	AM	PM
Alex Bergmooser	Health Analyst Supervisor		X
Amber Alexander	Public Health Nurse	X	
Amey Elkins-Little	Breastfeeding Peer Counselor	X	

Strategic Planning Meeting - World Café Model, July 15, 2022 (Continued)

The meeting was broken into two sessions, to allow all staff to participate (morning & afternoon).

Name	Job Title	AM	PM
Andrea Cussigh	Community Health Worker	X	
Annalisa Rice	EH Sanitarian	X	
Barbara Keith	EH Sanitarian		X
Bethany Pirman	EH Sanitarian		X
Bonnie Angus	Immunization Biller		X
Bonnie Saddler	Finance & IT Support Specialist		X
Brandie Lennox	EH Administrative Assistant	X	
Brenae Gruner	Accountant		X
Carrie Southern	EH Sen Sanitarian		X
Christine Ash	Fiscal Support Specialist	X	
Connie Garner	Clinic Clerk Tech	X	
Cody Johnson	EH Sanitarian	X	
Diana Rogers	Administrative Support Clerk	X	
Heidi Hazel	Clinic Supervisor	X	X
James Cook	EP Coordinator	X	
Janice Siddons	VOCA Elder Abuse Victim Specialist	X	
Jennifer Hopkins	Immunization Clerk		X
Jessica Butler	Public Health Nurse		X
Jesusa Vela	Clinic Clerk Interpreter	X	
Jodie Roberts	Clinic Clerk Tech		X
Jolene Hurst	Clinic Administrative Assistant	X	
Joseph Frazier	EH Supervisor	X	
Joshua Englehart	Health Educator		X
Kimberly Boyter	Clinic Clerk Tech		X
Kristina Dewey	Health Educator		X
Laura Sutter	AAA Director	X	
Linda Hershey	Community Health Services RN	X	
Lindsey Warner	EH Administrative Assistant		X
Lisa Palmer	Clinic RN		X
Lisa Redmond	Outreach Worker	X	
Lori Hibbs	Clinic Clerk Tech	X	
Madonna Hilarides	Public Health Nurse		X
Mallory VanWagner	School Health Educator	X	
Mary Kerr-Badder	Immunization Clerk	X	
Mary Proctor	Carseat Tech		X
Melissa Gilbert	Immunization Clerk		X
Nichole Ewers	CSHCS LBS Representative	X	
Paul Andriacchi	Environmental Health Director	X	

Strategic Planning Meeting - World Café Model, July 15, 2022 (Continued)

The meeting was broken into two sessions, to allow all staff to participate (morning & afternoon).

Name	Job Title	AM	PM
Roger Zimmerman	EH Sanitarian	X	
Stephanie Hough	EH Administrative Assistant		X
Tereasa Penney	CSHCS Hearing/Vision Supervisor	X	
Tina Schneidmiller	Clinic RN		X
Vanessa Squier	AAA Social WK Care Consultant	X	
Vera Jo Sierminski	Clinic Clerk Tech	X	

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Agency Observed Holidays – 11 Days

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Branch, Hilldale, and St. Joseph Counties are still moving through the process of how they will handle Juneteenth.

State Observed Holidays – 14 Days on Even Years, 13 Days on Odd Years  
Per <https://www.michigan.gov/som/government/state-holidays>

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- General Election Day, even-numbered years only
- Veterans Day
- Thanksgiving Day and the day after
- Christmas Eve and Christmas Day
- New Year's Eve

# BRANCH-HILLSDALE-ST. JOSEPH COMMUNITY HEALTH AGENCY

## BY-LAWS for Board of Health

2022

### ARTICLE I. NAME

The Boards of Commissioners of the Counties of Branch, Hillsdale and St. Joseph under Michigan's Public Health Code, Act 368, P.A. 1978, MCL 333.2415, have established a District Health Department, which is hereinafter called the Community Health Agency.

### ARTICLE II. OBJECTIVES

**Section 1.** These by-laws are subject to the Intergovernmental Agreement between Branch, Hillsdale and St. Joseph counties which governs in the case of inconsistencies.

**Section 2.** The primary purpose of this organization is to provide the necessary policies and administrative controls for Branch, Hillsdale and St. Joseph Counties to strengthen and enforce health regulations, and to improve the quality of public health services to the people residing in this health jurisdiction.

### ARTICLE III. MEMBERS

The governing body of the Community Health Agency shall be the Board of Health, hereinafter called the Board. The Board shall be composed of representatives from the respective counties' Boards of Commissioners, who are current county commissioners, and in accordance with Michigan's Public Health Code, Act 368, P.A. of 1978, MCL 333.2415.

### ARTICLE IV. OFFICERS

**Section 1.** The election of a Chairperson and Vice Chairperson and appointment of committees for the calendar year will be held at the first regularly scheduled meeting in January. The Chairperson and Vice Chairperson shall not be from the same county.

**Section 2.** Following the elections of the Chairperson and Vice Chairperson, a Board member may be designated to attend the annual meeting of the Michigan Association of Local Public Health (MALPH). The Health Officer shall be designated as the primary delegate to represent the Community Health Agency at the MALPH meetings.

**Section 3.** Current officers and committee members shall remain in place until newly elected. In the event that the current Chairperson resigns from the Board, resigns or is removed as a county commissioner from their respective county or no longer meets the requirements to serve on the Board, the Vice Chairperson shall assume the Chairperson's duties. The Board of Health will then at the next regular meeting take nominations for the Vice Chairperson position and elect a new Vice

Chairperson. As these positions are elected on a rotation between the counties the Vice Chair position will be elected from the commissioners from the county in the next rotation.

## **ARTICLE V. MEETINGS**

**Section 1.** The Board will meet on the fourth Thursday of each month at 9:00 AM unless otherwise determined by the Board. In the event that the Board meets less than once per month, claims may be negotiated, resolved or paid prior to the next Board meeting by the Health Officer and Chairperson of the Board of Health, who shall report the action to the Board at its next regular meeting as outlined in Michigan's Public Health Code, Act 368, P.A. 1978, MCL 333.2415.

**Section 2.** The agenda for each Board meeting shall be set by the Health Officer in consultation with the Chairperson of the Board. An individual wishing to suggest a topic for discussion at a Board meeting shall submit a written request for consideration to the Chairperson of the Board at least ten (10) days prior to the meeting. The request shall include the subject matter, estimate time needed, individual(s) to appear and contact information of the requestor.

**Section 3.** For the purpose of public participation during public hearings or during the public comment portion of a meeting, every speaker prior to the beginning of the meeting is requested but not required to provide the Board with his or her name, address and subject to be discussed. Each speaker will be allowed to speak for no more than three (3) minutes at each public comment opportunity. Speakers are requested to provide comments that are civil and respectful and not to swear or use expletives or make derogatory or disparaging comments about any one person or group.

**Section 4.** The Board shall abide by requirements of Michigan's Open Meetings Act.

**Section 5.** Special meetings of the Board of Health or its Committees may be held at any time upon call of the Chairperson by providing just purpose and giving at least 18 hours' notice.

**Section 6.** Voting for the expenditure of funds, the adoption of a resolution or ordinance shall be by a roll-call vote. All other votes shall be by voice vote.

**Section 7.** Meetings will be conducted according to the latest edition of Roberts' Rules of Order.

## **ARTICLE VI. QUORUM**

Four (4) members of the Board shall constitute a quorum for the transaction of business.

## **ARTICLE VII. COMMITTEES**

**Section 1.** The Finance Committee and the Program, Policy and Appeals Committee shall be two (2) standing committees established by the Board. The Board may, from time to time, establish special committees and/or additional standing committees for other matters of concern to the Community Health Agency.

**Section 2.** The Board Chairperson, with the approval of the Board, shall appoint a representative from each county to the Finance Committee and to the Program, Policy and Appeals Committee. Appointments to committees shall be made annually.

### **ARTICLE VIII. CONFLICT OF INTEREST**

No Board of Health member will vote or otherwise participate in a decision by the Board of Health if they have a direct personal interest, wherein they may financially or materially gain from the action of the Board of Health.

### **ARTICLE IX. AMENDMENTS**

These by-laws may be amended at any regular meeting by a majority vote of the Board. A proposed amendment shall be submitted in writing to all members at least ten (10) days prior to the meeting. Any amendment thereto shall become effective immediately upon its adoption.

### **ARTICLE X. COUNTY APPROPRIATIONS**

Beginning in January of each year, the respective Treasurers of Branch, Hillsdale and St. Joseph Counties shall deposit their quarterly appropriations of county funding with the Community Health Agency by the 15<sup>th</sup> day of January, April, July and October.

Reviewed and amended by the Board of Health on the 5<sup>th</sup> day of November 2021.

Reviewed and approved by the Board of Health on the 27<sup>th</sup> day of January 2022.

DRAFT copy – Proposed Changes

Following our research we discovered that there were **two bonds issued for two different projects**, see below.

1. Nearly Final Official Statement Dated **Nov. 19, 1999 in the amount of \$2,000,000.00.**  
Registrar, Transfer, and Paying Agent: Bank One Trust Company, NA.  
Maturity Schedule: Sep. 1, 2000 – Sep. 1, 2019.  
Project: Renovation of the 809 Marshall Rd. Building.
2. Nearly Final Official Statement Dated **Mar. 26, 1998 in the amount of \$2,550,000.00.**  
Maturity Schedule: Sep. 1, 1999 – Sep. 1, 2018.  
Project: Construction of the 388 Keith Wilhelm Dr. Building.

CHA - 22,420 sq. ft.

Renovation Cost Estimate - \$89.20 sq. ft.

DHHS – 13,358 sq. ft.

New Construction Estimate - \$190.90 sq. ft.

Portion used by CHA - .73.

Payment.

\$3,270,071.88

CHA Portion - \$2,387,152.48

Annual Amount - \$68,331.36 X 20 = \$1,366,627.20.

Balance = \$2,387,152.48 - \$1,366,627.20 = \$1,020,525.28.

Balance = 15 years.

Beginning in 2024 and continuing for the remainder of the lease term the County will transfer \$2,000.00 of the monthly installment of \$5,694.28 and retain that amount in a Capital Improvement Fund (CIF). The CIF will be capped at \$74,000.00. If funds are used then they will be replenished up to the cap. The usage of these funds will be determined by the Lessor based on input from the Lessee. At the end of the lease term, or any extension thereof, the funds in the CIF become the unrestricted property of the Lessor.

**LEASE CONTRACT**

THIS LEASE between the County of Branch, hereinafter called the Lessor, and the Branch-Hillsdale-St. Joseph Community Health Agency (P.A. 367), hereinafter called the Lessee, witnesseth that: the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

**Location**

1. The Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor the premises described as Human Service Building, 570 Marshall Road, located at Coldwater, Michigan, for the term of years beginning on May 1, 2000, and ending on April 30, 2020. It is understood by both parties that the Lessee will occupy 60% of said premises.

**Rent**

2. The Lessee agrees to pay to the Lessor as rent for said premises the total sum of \$68,331.36 annually in monthly installments of \$5,694.28. All other charges and sums accruing to the Lessor hereunder shall be construed as rent.

3. The Lessor agrees to pay the cost of maintenance of said premises. Maintenance costs shall include, by way of example, but shall not be limited to, all costs of preventative maintenance including such items as ballasts, filters, bulbs, lubrication of equipment per manufacturers specifications, etc., snow removal from the parking lots and sidewalks upon the accumulation of two inches or more by the morning after the snow, grounds maintenance including grass cutting, leaf raking, landscaping, and reasonable litter removal, structural repairs not covered by any fire and casualty insurance coverage including new roofing, etc. as needed to maintain said premises in as good a condition of repair as when Lessee took possession of said premises, and any other items of repair or maintenance not specifically mentioned herein. The cost of maintenance shall include, but shall not be limited to, the actual cost of all materials, hired contractors or laborers, the labor costs for the County Complex Supervisor and staff attributable to maintenance of the premises described herein, and the pro rata portion of costs of equipment attributable to employment in the maintenance of said premises. Sixty (60%) percent of costs of said maintenance attributable to said premises shall be paid to the Lessor by the Lessee.

4. The Lessor agrees to maintain property, fire, and casualty insurance and premises liability insurance on said premises, and shall identify Lessee as a named insured on said policy, as part of the general insurance of Lessor. Sixty (60%) percent of costs of said insurance attributable to said premises shall be paid to the Lessor by the Lessee.

**Description of Premises**

5. The Lessee agrees that said premises shall be used as an office and clinic for Lessee's business, and for no other purpose; and that said premises shall be used and occupied in

a careful, safe and proper manner; that no use, trade or occupation which is known in insurance as extra or especially hazardous shall be permitted therein; that no waste shall be committed or permitted upon nor any damage be done to said premises and building or by reason of the business conducted in said premises by the Lessee; and the Lessee will, at its own expense, during the continuance of this Lease, and any renewal thereof, keep the said premises and every part thereof in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken reasonable wear and use thereof alone excepted.

#### **Unlawful Use**

6. The Lessee shall not conduct or permit to be conducted on said premises any business nor permit any act which is contrary to or in violation of the laws of the United States of America or of the State of Michigan or of the ordinances of the said city, nor of the laws, rules and regulations of any governmental authority, and the Lessee agrees that in the use and occupancy of the premises the Lessee will comply with all the provisions of the Building Code and the ordinances of the said city, and the laws of the State of Michigan, pertaining to such use and occupancy. If the Lessor shall elect (and it is expressly given the right so to do) to declare a forfeiture of this Lease by reason of a default on the part of the Lessee in any of the Lessee's covenants in this paragraph, the Lessee agrees to indemnify and save harmless the Lessor and said premises against all cost, damages and expenses, including all loss of rental or other loss suffered by the Lessor on account thereof and incurred in connection with the defense of any suits or actions arising directly or indirectly from any violation of said laws or ordinances now in force or hereinafter enacted.

#### **Alterations**

7. The Lessee shall make no alterations in or additions or improvement to said premises without first obtaining the written consent of the Lessor and all additions and improvements made by the Lessee (except only movable office furniture and fixtures) shall become the property of the Lessor on the termination of the Lease or the occupancy of the premises.

#### **Subletting and Assignments**

8. The Lessee agrees that neither said premises nor any part thereof shall be sublet nor shall this lease be assigned without the prior written consent of the Lessor first having been obtained. No assignment for the benefit of creditors or by operation of law shall be effective to transfer any rights to the said assignee without the written consent of the Lessor first having been obtained. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the property of the Lessee shall be made for the benefit of credits or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or if a petition be filed to declare the Lessee bankrupt or a Trustee in bankruptcy or a Receiver be appointed for the Lessee, whether under the operation of the State or of the Federal statutes, then the Lessor may at its option immediately and without notice to the Lessee or any assignee, transferee, receiver, trustee or any other person or persons, terminate this lease and immediately repossess said premises, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. The Lessee expressly waives the service notice of intention to terminate this lease or repossess said premises,

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or of any demand for payment of rent or any other notice or demand prescribed by any law of the State of Michigan, and agrees that the simple breach of any of the covenants herein shall of itself constitute a wrongful detainer of said premises by the Lessee within the meaning of the statutes of the State of Michigan governing forcible entry and detainer.

If the rent at any time shall not be paid when due, then that part of the rental sum covenanted to be paid by the Lessee under Section 2 hereof, which has not been paid to the Lessor, shall immediately become due and payable at the election of the Lessor without notice to the Lessee and in case the said Lessee is declared bankrupt or voluntarily offers to creditors terms of composition, or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, such claim for unpaid rent so due and payable under this Lease shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

### **Default**

9. If the Lessee shall abandon or vacate said premises before the end of the term of this Lease, or if default shall be made by the Lessee in the payment of said rent or any installment or part thereof, or if the Lessee shall fail to observe or perform any of the Lessee's agreements in this Lease, then and in each and every instance of such abandonment, vacation, or default, the Lessee's right to enter said premises shall be suspended, and the Lessor may at its option and without notice enter said premises, change the locks on the doors of said leased premises, and may remove and exclude the Lessee from the said building (the Lessee hereby expressly agreeing not to enter in or upon said premises while in default in any respect hereunder), or the Lessor may at its option and without notice, enter said premises, remove any signs of said Lessee therefrom, and re-let the same as it may see fit, and that for the purpose of such re-letting the said Lessor is authorized to make any repairs, changes, alterations or additions in and to said leased premises as may be necessary in the sole opinion of the Lessor for the purpose of such re-letting. If a sufficient sum shall not be realized from such re-letting to cover the rent remaining unpaid by the Lessee, and the cost of expenses of repairs, changes, alterations or additions, and the expense of such re-letting, and the cost of collecting the rent accruing therefrom, then the Lessee will pay such deficiency upon demand. Any action taken by the Lessor under the provisions of this paragraph shall not be construed as an eviction of the Lessee, nor as a termination of this Lease, nor as a waiver of any claims for damages which the Lessors might have by reason of the Lessee's default. The Lessor may at its option in the event of default cancel this Lease, and avail itself of all privileges of entry mentioned above, as well as any other privileges of entry, and from and after due notice of such cancellation, all estate, rights, title and interest of the Lessee in said premises shall cease, anything herein contained to the contrary notwithstanding, without, however, waiving in any way any claims for damages which the Lessor might have against the Lessee by reason of such default.

### **Damage to Lessee's Property**

10. All personal property of any kind or description whatsoever upon or in the said premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage either to person or property sustained by the Lessee or other persons, or for damage or loss suffered by the business or occupation of the Lessee due to the building or any part thereof becoming out of repair or arising from any acts or neglect of co-Lessees or other occupants of the building, or of other employees or the employees of Lessor or of other persons, or from

bursting, overflowing or leaking of water, sewer or steam pipes or from the heating or plumbing fixtures, or from electric wires, or from gas, or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of the Lessor.

### **Payments After Termination**

11. No payment of money by the Lessee to the Lessor after the termination of this Lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall reinstate, continue or extend the terms of this Lease or affect any notice given to that Lessee prior to the payment of such money, it being agreed that after the service of notice of the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money due under the terms of this Lease, and the payment of such money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained. If the Lessee shall fail to remove all effects from said premises upon termination of this Lease for any cause whatsoever, the Lessor may, at its option, remove the same in any manner that the Lessor shall choose, and store said effects without liability to the Lessee for loss thereof, and the Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the Lessor's possession, or the Lessor may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as the Lessor may obtain and without legal process, for such price as the Lessor may obtain and apply with proceeds of such sale upon any amounts, due under this Lease, from the Lessee to the Lessor and upon the expense incident to the removal and sale of said effects.

### **Renewal**

12. If either party to this Lease shall fail to serve written notice upon the other party at least sixty (60) days prior to the end of the term set forth in Section 1 hereof, then this Lease shall be renewed on a month-to-month basis from such date; and, the rental to be paid by the Lessee during such renewal period shall be at the same monthly rate as last stipulated in Section 2 hereof, and all other terms and conditions herein set forth shall apply during such renewal period; and in like manner, this Lease shall be renewed from month to month until terminated by either party by written notice served upon the other party not less than thirty (30) days prior to the end of any such renewal period; provided, however, that should the aforesaid notice be so served by either party upon the other, in time to be effective as of the date aforesaid in Section 1 hereof, or should such notice be so served to be effective at the end of any renewal period hereof, then the Lessee agrees to deliver up and surrender to the Lessor possession of said premises at such termination.

### **Damage by Fire**

13. In case said premises shall be so damaged by fire or other casualty (not caused by the act or negligence of the Lessee or any of its servants, agents or employees) as to be rendered untenable, and shall not be repaired by the Lessor and put in tenable condition within sixty (60) days from the time the Lessee gives the Lessor full and complete possession of the premises so damaged for the purpose of making such repairs, it shall be optional with either party to terminate this Lease by a written notice to the other at the end of such time, in which case such

rent as shall be due from the Lessee to the Lessor up to the date of the fire or other casualty if the Lessee wholly vacates the premises at the time or up to such date thereafter that the Lessee wholly vacates and ceases to use said premises, shall be paid by the Lessee to the Lessor at the rate herein provided. In case such damage is repaired and the premises made tenantable within such sixty (60) days provided herein, no right to terminate this lease for such cause shall exist, but the rent shall abate for the period during which the premises remained untenable and unused in any way by the Lessee.

#### **Alterations Required By Authorities**

14. If the Lessor shall be required by the municipality, or by any order or decree of any court or of any other governmental authority or for any other reason, to repair, alter, remove, reconstruct or improve any part of the leased premises or of the said building, then such work may be done by and at the expense of the Lessor, and the Lessee hereby waives all claims for damages because of such work. The Lessor will take steps to minimize disruption of Lessee operations during said alterations.

#### **Waivers**

15. No waiver of any condition in this Lease shall be implied from the Lessor's omission to declare a forfeiture on account of its violation if such violation be continued or repeated, and no express waiver shall affect any other than the condition specified and that only as specifically stated, and the same shall not be deemed to imply or constitute a subsequent waiver of such condition or covenant.

16. All rights and remedies of the Lessor shall be cumulative, and none shall be exclusive of any other rights or remedies allowed by law or by the terms of this Lease.

17. If more than one joins in the execution hereof as Lessee, or if the Lessee be a person or a firm or a corporation or an association of any sort, the pronouns and relative words herein used shall be read as if written in the plural, the masculine, the feminine, or the neuter respectively, as the case may be.

#### **Rules and Regulations**

##### **Janitors**

18. Any person employed by the Lessee, with the Lessor's consent, to do janitor work, shall, while in said building and outside of said premises, be subject to, and under the control and direction of the County Complex Supervisor of said building (but not as agent or servant of said supervisor or of the Lessor).

##### **Pass Key**

19. The Lessor may retain a pass key to the leased premises and be allowed admittance thereto at all times to inspect the premises, and to do such other things as are necessary and proper in connection with management or maintenance of such premises.

### **Alterations and Repairs**

20. The Lessor may enter the said premises at all reasonable hours for the purpose of exhibiting the same, or making any repairs, alterations, or additions which the Lessor shall deem necessary for the safety, preservation, or improvement of said premises or of said building, and the Lessor shall be allowed to take all materials into and upon said premises that may be required to make such repairs, improvements and additions or any alterations for the benefit of the Lessee without in any way being deemed or held guilty of an eviction of the Lessee; and the rent stipulated to be paid shall in no wise abate while said repairs, alterations or additions are being made; nor shall the Lessee be entitled to maintain a set-off or counterclaim for damages against the Lessor by reason of loss or interruption to the business of the Lessee because of the doing of any such work. All such work shall be done during ordinary working hours, or if any such work is, at the request of the Lessee, to be done during any other hours, the Lease Lessee shall pay for any extra cost occurring because of such request.

### **Electric Lamps**

21. The first installation of electric light lamps in the premises will be made by the Lessor in the manner and of the style and voltage customary in said building. Thereafter the Lessee shall replace and maintain such installation of electric light lamps and shall notify the Lessor through a County Complex work order. The Lessee shall be responsible for the replacement costs.

### **Locks and Keys**

22. No additional locks shall be placed upon the doors of the premises. The Lessee upon termination of this Lease shall surrender and deliver to the Lessor all keys to said premises which are in the possession of the Lessee or its agents, employees or others permitted to occupy said premises by the Lessee.

### **Additional Rules**

23. The Lessor reserves the right to make such other further and reasonable rules and regulations as in its judgment may from time to time be necessary or desirable for the safety, care, appearance and cleanliness of the premises and for the preservation of good order and prestige therein.

24. All of the terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their several heirs, executors, administrators, successors, legal representatives and assigns, as the case may be.

25. The leased premises contains approximately 13,800 square feet and shall be established as sixty percent of the building at 570 Marshall Road.

### **Utilities**

26. The Lessee is responsible for 60% of all utilities – electrical, sewer and water on said premises.

**Trash Removal**

- 27. Lessee is responsible for removal of trash from the Lease premises.
- 28. Lessee to carry own contents insurance.
- 29. Lessee may, upon 90 days written notice, terminate this lease if the funding for Branch-Hillsdale-St. Joseph Community Health Agency from all funding sources combined falls more than 10% below the funding levels as existed the effective date of this Lease, provided that Lessee vacates said premises upon the effective date of such termination of Lease.

IN WITNESS WHEREOF the parties to this lease have subscribed their names hereto this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE BRANCH-HILLSDALE-ST. JOSEPH  
COMMUNITY HEALTH AGENCY

Agent for the Lessee

By: \_\_\_\_\_

Title

Witnesses:

Maurice S. Petzler

Title

Deena K. Holcomb

Title

COUNTY OF BRANCH

Witnesses:

By: \_\_\_\_\_

Chairperson, Board of Commissioners

W. [Signature]

Clerk

## LEASE CONTRACT

Between

**County of Branch and Branch-Hillsdale-St. Joseph Community Health Agency**

THIS LEASE between the County of Branch, hereinafter called the Lessor, and the Branch-Hillsdale-St. Joseph Community Health Agency (P.A. 367), hereinafter called the Lessee, witnesseth that: the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

### **Location**

1. The Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor the premises described as Human Service Building, 570 Marshall Road, located at Coldwater, Michigan, for the term of years beginning on May 1, 2020, and ending on April 30, 2040. It is understood by both parties that the Lessee will occupy 60% of said premises.

### **Rent**

2. The Lessee agrees to pay to the Lessor as rent for said premises the total sum of \$68,331.36 annually in monthly installments of \$5,694.28. All other charges and sums accruing to the Lessor hereunder shall be construed as rent.

3. The Lessor agrees to pay the cost of maintenance of said premises. Maintenance costs shall include, by way of example, but shall not be limited to, all costs of preventative maintenance including such items as ballasts, filters, bulbs, lubrication of equipment per manufacturers specifications, etc., snow removal from the parking lots and sidewalks upon the accumulation of two inches or more by the morning after the snow, grounds maintenance including grass cutting, leaf raking, landscaping, and reasonable litter removal, structural repairs not covered by any fire and casualty insurance coverage including new roofing, etc. as needed to maintain said premises in as good a condition of repair as when Lessee took possession of said premises, and any other items of repair or maintenance not specifically mentioned herein. The cost of maintenance shall include, but shall not be limited to, the actual cost of all materials, hired contractors or laborers, the labor costs for the County Complex Supervisor and staff attributable to maintenance of the premises described herein, and the pro rata portion of costs of equipment attributable to employment in the maintenance of said premises. Sixty (60%) percent of costs of said maintenance attributable to said premises shall be paid to the Lessor by the Lessee.

4. The Lessor agrees to maintain property, fire, and casualty insurance and premises liability insurance on said premises, and shall identify Lessee as a named insured on said policy, as part of the general insurance of Lessor. Sixty (60%) percent of costs of said insurance attributable to said premises shall be paid to the Lessor by the Lessee.

5. Beginning in 2024 and continuing for the remainder of the lease term the County will transfer \$2,000.00 of the monthly installment of \$5,694.28 and retain that amount in a Capital

Improvement Fund (CIF). The CIF will be capped at \$74,000.00. If funds are used then they will be replenished up to the cap. The usage of these funds will be determined by the Lessor based on input from the Lessee. At the end of the lease term, or any extension thereof, the funds in the CIF become the unrestricted property of the Lessor.

### **Description of Premises**

6. The Lessee agrees that said premises shall be used as an office and clinic for Lessee's business, and for no other purpose; and that said premises shall be used and occupied in a careful, safe and proper manner; that no use, trade, or occupation which is known in insurance as extra or especially hazardous shall be permitted therein; that no waste shall be committed or permitted upon nor any damage be done to said premises and building or by reason of the business conducted in said premises by the Lessee; and the Lessee will, at its own expense, during the continuance of this Lease, and any renewal thereof, keep the said premises and every part thereof in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken reasonable wear and use thereof alone excepted.

### **Unlawful Use**

7. The Lessee shall not conduct or permit to be conducted on said premises any business nor permit any act which is contrary to or in violation of the laws of the United States of America or of the State of Michigan or of the ordinances of the said city, nor of the laws, rules and regulations of any governmental authority, and the Lessee agrees that in the use and occupancy of the premises the Lessee will comply with all the provisions of the Building Code and the ordinances of the said city, and the laws of the State of Michigan, pertaining to such use and occupancy. If the Lessor shall elect (and it is expressly given the right so to do) to declare a forfeiture of this Lease by reason of a default on the party of the Lessee in any of the Lessee's covenants in this paragraph, the Lessee agrees to indemnify and save harmless the Lessor and said premises against all cost, damages and expenses, including all loss of rental or other loss suffered by the Lessor on account thereof and incurred in connection with the defense of any suits or actions arising directly or indirectly from any violation of said laws or ordinances now in force or hereinafter enacted.

### **Alterations**

8. The Lessee shall make no alterations in or additions or improvement to said premises without first obtaining the written consent of the Lessor and all additions and improvements made by the Lessee (except only movable office furniture and fixtures) shall become the property of the Lessor on the termination of the Lease or the occupancy of the premises.

### **Subletting and Assignments**

9. The Lessee agrees that neither said premises nor any part thereof shall be sublet nor shall this lease be assigned without the prior written consent of the Lessor first having been obtained. No assignment for the benefit of creditors or by operation of law shall be effective to transfer any rights to the said assignee without the written consent of the Lessor first having been obtained. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the property of the Lessee shall be made for the benefit of credits or otherwise, or if the Lessee's leasehold interest

herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or if a petition be filed to declare the Lessee bankrupt or a Trustee in bankruptcy or a Receiver be appointed for the Lessee, whether under the operation of the State or of the Federal statutes, then the Lessor may at its option immediately and without notice to the Lessee or any assignee, transferee, receiver, trustee or any other person or persons, terminate this lease and immediately repossess said premises, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. The Lessee expressly waives the service notice of intention to terminate this lease or repossess said premises, or of any demand for payment of rent or any other notice or demand prescribed by any law of the State of Michigan, and agrees that the simple breach of any of the covenants herein shall of itself constitute a wrongful detainer of said premises by the Lessee within the meaning of the statutes of the State of Michigan governing forcible entry and detainer.

If the rent at any time shall not be paid when due, then that part of the rental sum covenanted to be paid by the Lessee under Section 2, hereof, which has not been paid to the Lessor, shall immediately become due and payable at the election of the Lessor without notice to terms of composition, or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, such claim for unpaid rent so due and payable under this Lease shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

### **Default**

10. If the Lessee shall abandon or vacate said premises before the end of the term of this Lease, or if default shall be made by the Lessee in the payment of said rent or any installment or part thereof, or if the Lessee shall fail to observe or perform any of the Lessee's agreements in this Lease, then and in each and every instance of such abandonment, vacation, or default, the Lessee's right to enter said premises shall be suspended, and the Lessor may at its option and without notice enter said premises, change the locks on the doors of said leased premises, and may remove and exclude the Lessee from the said building (the Lessee hereby expressly agreeing not to enter in or upon said premises while in default in any respect hereunder), or the Lessor may at its option and without notice, enter said premises, remove any signs of said Lessee therefrom, and re-let the same as it may see fit, and that for the purpose of such re-letting the said Lessor is authorized to make any repairs, changes, alterations or additions in and to said leased premises as may be necessary in the sole opinion of the Lessor for the purpose of such re-letting. If a sufficient sum shall not be realized from such re-letting to cover the rent remaining unpaid by the Lessee, and the cost of expenses of repairs, changes, alterations or additions, and the expense of such re-letting, and the cost of collecting the rent accruing therefrom, then the Lessee will pay such deficiency upon demand. Any action taken by the Lessor under the provisions of this paragraph shall not be construed as an eviction of the Lessee, nor as a termination of this Lease, nor as a waiver of any claims for damages which the Lessors might have by reason of the Lessee's default. The Lessor may at its option in the event of default cancel this Lease, and avail itself of all privileges of entry mentioned above, as well as any other privileges of entry, and from and after due notice of such cancellation, all estate, rights, title and interest of the Lessee in said premises shall cause, anything herein contained to the contrary notwithstanding, without, however, waiving in any way any claims for damages which the Lessor might have against the Lessee by reason of such default.

### **Damage to Lessee's Property**

11. All personal property of any kind or description whatsoever upon or in the said premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage either to person or property sustained by the Lessee or other persons, or for damage or loss suffered by the business or occupation of the Lessee due to the building or any part thereof becoming out of repair or arising from any acts or neglect of co-Lessees or other occupants of the building, or of other employees or the employees of Lessor or of other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes or from the heating or plumbing fixtures, or from electric wires, or from gas, or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of the Lessor.

### **Payments After Termination**

12. No payment of money by the Lessee to the Lessor after the termination of this Lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall reinstate, continue or extend the terms of this Lease or affect any notice given to that Lessee prior to the payment of such money, it being agreed that after the service of notice of the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money due under the terms of this Lease, and the payment of such money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained. If the Lessee shall fail to remove all effects from said premises upon termination of this Lease for any cause whatsoever, the Lessor may, at its option, remove the same in any manner that the Lessor shall choose, and store said effects without liability to the Lessee for loss thereof, and the Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the Lessor's possession, or the Lessor may, at its option, without notice, sell said effects, or any of the same, at private sale and without legal process, for such price as the Lessor may obtain and without legal process, for such price as the Lessor may obtain and apply with proceeds of such sale upon any amounts, due under this Lease, from the Lessee to the Lessor and upon the expense incident to the removal and sale of said effects.

### **Renewal**

13. If either party to this Lease shall fail to serve written notice upon the other party at least sixty (60) days prior to the end of the term set forth in Section 1 hereof, then this Lease shall be renewed on a month-to-month basis from such date; and, the rental to be paid by the Lessee during such renewal period shall be at the same monthly rate as last stipulated in Section 2 hereof, and all other terms and conditions herein set forth shall apply during such renewal period; and in like manner, this Lease shall be renewed from month to month until terminated by either party by written notice served upon the other party not less than thirty (30) days prior to the end of any such renewal period; provided, however, that should the aforesaid notice be so served by either party upon the other, in time to be effective as of the date aforesaid in Section 1 hereof, or should such notice be so served to be effective at the end of any renewal period hereof, then the Lessee agrees to deliver up and surrender to the Lessor possession of said premises at such termination.

### **Damage by Fire**

14. In case said premises shall be so damaged by fire or other casualty (not caused by the act or negligence of the Lessee or any of its servants, agents or employees) as to be rendered untenable, and shall not be repaired by the Lessor and put in tenantable condition within sixty (60) days from the time the Lessee gives the Lessor full and complete possession of the premises so damaged for the purpose of making such repairs, it shall be optional with either party to terminate this Lease by a written notice to the other at the end of such time, in which case such rent as shall be due from the Lessee to the Lessor up to the date of the fire or other casualty if the Lessee wholly vacates the premises at the time or up to such date thereafter that the Lessee wholly vacates and ceases to use said premises, shall be paid by the Lessee to the Lessor at the rate herein provided. In case such damage is repaired and the premises made tenantable within such sixty (60) days provided herein, no right to terminate this lease for such cause shall exist, but the rent shall abate for the period during which the premises remained untenable and unused in any way by the Lessee.

### **Alterations Required by Authorities**

15. If the Lessor shall be required by the municipality, or by any order or decree of any court or of any other governmental authority or for any other reason, to repair, alter, remove, reconstruct or improve any part of the leased premises or of the said building, then such work may be done by and at the expense of the Lessor, and the Lessee hereby waives all claims for damages because of such work. The Lessor will take steps to minimize disruption of Lessee operations during said alterations.

### **Waivers**

16. No waiver of any condition in this Lease shall be implied from the Lessor's omission to declare a forfeiture on account of its violation if such violation be continued or repeated, and no express waiver shall affect any other than the condition specified and that only as specifically stated, and the same shall not be deemed to imply or constitute a subsequent waiver of such condition or covenant.

17. All rights and remedies of the Lessor shall be cumulative, and none shall be exclusive of any other rights or remedies allowed by law or by the terms of this Lease.

18. If more than one joins in the execution hereof as Lessee, or if the Lessee be a person or a firm or a corporation or an association of any sort, the pronouns and relative words herein used shall be read as if written in the plural, the masculine, the feminine, or the neuter respectively, as the case may be.

## **RULES AND REGULATIONS**

### **Janitors**

19. Any person employed by the Lessee, with the Lessor's consent, to do janitor work, shall, while in said building and outside of said premises, be subject to, and under the control and direction of the County Complex Supervisor of said building (but not as agent or servant of said supervisor or of the Lessor).

### **Pass Key**

20. The Lessor may retain a pass key to the leased premises and be allowed admittance thereto at all times to inspect the premises, and to do such other things as are necessary and proper in connection with management or maintenance of such premises.

### **Alterations and Repairs**

21. The Lessor may enter the said premises at all reasonable hours for the purpose of exhibiting the same, or making any repairs, alterations, or additions which the Lessor shall deem necessary for the safety, preservation, or improvement of said premises or of said building, and the Lessor shall be allowed to take all materials into and upon said premises that may be required to make such repairs, improvements and additions or any alterations for the benefit of the Lessee without in any way being deemed or held guilty of an eviction of the Lessee; and the rent stipulated to be paid shall in no way abate while said repairs, alterations or additions are being made; nor shall the Lessee be entitled to maintain a set-off or counterclaim for damages against the Lessor by reason of loss or interruption to the business of the Lessee because of the doing of any such work. All such work shall be done during ordinary working hours, or if any such work is, at the request of the Lessee, to be done during any other hours, the Lease Lessee shall pay for any extra cost occurring because of such request.

### **Electric Lamps**

22. The first installation of electric light lamps in the premises will be made by the Lessor in the manner and of the style and voltage customary in said building. Thereafter the Lessee shall replace and maintain such installation of electric light lamps and shall notify the Lessor through a County Complex work order. The Lessee shall be responsible for the replacement costs.

### **Locks and Keys**

23. No additional locks shall be placed upon the doors of the premises. The Lessee upon termination of this Lease shall surrender and deliver to the Lessor all keys to said premises which are in the possession of the Lessee or its agents, employees or others permitted to occupy said premises by the Lessee.

### **Additional Rules**

24. The Lessor reserves the right to make such other further and reasonable rules and regulations as in its judgment may from time to time be necessary or desirable for the safety, care, appearance and cleanliness of the premises and for the preservation of good order and prestige therein.

25. All of the terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their several heirs, executors, administrators, successors, legal representatives and assigns, as the case may be.

26. The leased premise contains approximately 13,800 square feet and shall be established as sixty percent (60%) of the building at 570 Marshall Road.

**Utilities**

27. The Lessee is responsible for 60% of all utilities – electrical, sewer and water on said premises.

**Trash Removal**

28. Lessee is responsible for removal of trash from the Lease premises.

29. Lessee to carry own contents insurance.

30. Lessee may, upon 90 days written notice, terminate this lease if the funding for Branch-Hillsdale-St. Joseph Community Health Agency from all funding sources combined falls more than 10% below the funding levels as existed the effective date of this Lease, provided that Lessee vacates said premises upon the effective date of such termination of Lease.

IN WITNESS WHEREOF the parties to the lease have subscribed their names hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE BRANCH-HILLSDALE-ST. JOSEPH  
COMMUNITY HEALTH AGENCY  
Agent for the Lessee

Witnesses:

By: \_\_\_\_\_  
Rebecca Burns, Health Officer

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

COUNTY OF BRANCH

Witnesses:

By: \_\_\_\_\_  
Ted Gordon, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title