

COUNTY OF MONTCALM EMPLOYEE BENEFITS MANUAL

**EFFECTIVE DATE, JUNE 9, 1997
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Dear Employee,

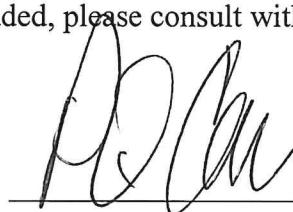
The Montcalm County Board of Commissioners wishes to take this opportunity to extend you a warm and cordial welcome. You have become part of an efficient organization known for the quality service it offers to the citizens of Montcalm County.

It is our sincere belief that it is important for you to be informed of benefits, policies, regulations, activities and information about your employment with the County. Therefore, we have developed this Employee Benefits Manual, and we encourage you to read and study it carefully and refer to it whenever necessary.

Our goal is to maintain an organization that is a source of pride to its employees and the citizens of Montcalm County.

The philosophy of our organization is that the extent to which we offer quality services to our community depends on you—people who cooperate and work together as a team. With this attitude, loyal support, and interest in your work, we can go a long way to realizing our goals. Together we will strive to make your employment with the County pleasant and satisfactory.

If you have any questions on any subject not discussed in this Manual or if you desire more information on the subject that is included, please consult with your supervisor or the County Controller's office.



Patrick Q. Carr, Chairman
Montcalm County Board of Commissioners

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DEFINITIONS

Anniversary Year – The period between one anniversary date of employment and the next anniversary date of beginning employment by classification.

Continuous Service – Uninterrupted service from date of employment or adjusted forward in accordance with the policies covering continuous service.

Department Head – A supervisor responsible for the administration of a department.

Layoff – Permanent or temporary discontinuation of work due to lack of work or insufficient funds.

Leaves of Absence – Authorized time away from the job.

Personnel Officer – A person designated by the Board of Commissioners to keep personnel policies up to date, recommend changes, and ensure compliance with personnel policies, rules and regulations and procedures adopted by the Board of Commissioners. Also responsible for processing payroll.

Retires – Termination of employment in accordance with the Montcalm County retirement plan.

Supervisor – A person charged with the responsibility of directing others in their work and enforcing the policies of the County. For purposes of grievance administration under Labor Agreements shall include those elected or appointed department heads.

Suspension – Temporary removal of an employee from employment with the County, with or without pay, pending further review by the County and/or the final resolution of the grievance process under Appendix B in the County of Montcalm Policy & Procedure Manual.

Termination – Separation of employment with the County, either voluntary or involuntary.

Section 1.1 Leaves of Absence.

1. **Leave Without Pay.** Eligible full-time and part-time employees may be granted up to one (1) year's leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave will be without accumulation of any fringe benefits, and the employee's seniority will be frozen and hereafter adjusted upon return from such leave of absence. Request for leave of absence must be in writing and must be signed by the employee and given to the Personnel Officer. Such requests must state the reasons for the leave. The County will review each request on a case-by-case basis and will, in its sole discretion, determine whether to grant a requested leave of absence. All leaves of absence in excess of thirty (30) days must be approved in writing by both the County Controller and the Board of Commissioners. Employees will not be allowed to take a leave of absence for the purpose of obtaining other employment, and an employee who takes such other employment will be considered a voluntary quit, unless such other employment is agreed to by the County Controller.
 - 1.1 **Seniority Accumulation During Leaves of Absence.** Seniority shall not accumulate for all non-paid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided that the employee receives paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.
2. **Sick Leave With Pay.** Sick leave is a means of ensuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional compensation or days off.
 - 2.1 **Sick Leave Accumulation/Payment.** Eligible full-time employees will accumulate sick leave with pay at the rate of four (4) hours of sick leave for each biweekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year. Maximum accumulation of sick leave is 720 hours. All payment for sick leave will be based on the employee's scheduled work day at the employee's regular hourly rate, exclusive of all premiums.

Part-time employees will be provided sixteen (16) hours of sick time per year on their anniversary after completing one (1) year of service. Part-time employees can accrue up to a maximum of 160 hours. If additional sick leave is needed the employee will be allowed to use vacation time to cover sick leave upon approval of the Department Head. However, if an employee has been reduced from full-time employment to part-time employment and has accrued sick time, that employee will be allowed to use banked sick time until depleted in accordance with subsections 2.3, 2.4 and 2.6.

- 2.2 **Sick Leave Freeze.** An employee elected or appointed to a salaried position will have his/her sick leave frozen. Re-entry into an hourly classification will reactivate such frozen sick leave. Salaried employees may convert 50% of their previously frozen unused sick leave upon death or retirement under the County pension plan. Additionally, any salaried employee who voluntarily resigns with ten plus (10+) years seniority will receive a payout of fifty percent (50%) of accumulated, unused sick leave.
- 2.3 **Sick Leave Use.** Upon approval of the department head and concurrence of the Human Resource Specialist, sick leave will be granted when it is established to the County's satisfaction that the employee is unable to safely perform the employee's duties because of illness or injury or exposure to contagious disease, which according to public health standards would constitute a danger to the public, personnel, or patients. Sick leave may be used for the purpose of keeping doctor or dental appointments, providing the employee returns to work immediately following the appointment. In unusual circumstances, the employee may use sick leave for illness in the immediate family when the employee's presence is required.
- 2.4 **Medical Certification.** The County may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave, if there is reason to believe that the health and safety of personnel or patients may be affected or that the employee is abusing sick leave benefits. Medical certification of an employee's fitness and ability to return to work may be requested at the discretion of the County.
- 2.5 **Conversion of Sick Leave.** Employees will be paid for fifty percent (50%) of their accumulated unused sick leave upon death or retirement under the County pension plan. An employee who voluntarily resigns with ten plus (10+) years seniority will receive a payout of fifty percent (50%) of accumulated, unused sick leave.
- 2.6 **Return Following Sick Leave.** Employees absent from work for twelve (12) consecutive days must establish to the County's satisfaction that they are medically fit to again perform their duties before being allowed to return to work.
- 2.7 **Work-Connected Disability.** County non-bargaining unit employees disabled as a result of a work-related injury with the County may utilize accumulated sick leave which, when added to their workers'

compensation, shall not exceed their normal take-home pay. Such supplement cannot exceed ninety (90) days. Receipt of workers' compensation benefits will not, absent sick leave supplement, constitute a paid sick leave.

- 2.8 **Family and Medical Leave Act (FMLA)**. The County will comply with the requirements of the FMLA. The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under FMLA. Employees are to consult with the County Controller's Office if they have not been provided with the County's FMLA Policy & Procedure Manual.
3. **Medical Leave Without Pay**. Eligible full-time and part-time employees, who become medically disabled, including pregnancy, may be allowed a leave of absence without pay for the period of the employee's disability not normally to exceed one (1) year. Extensions may be granted upon mutual consent of both the Human Resource Specialist and the employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of the disability and the expected duration of the disability. Failure to so notify the Human Resource Specialist will disqualify the employee's right to the leave of absence. Employees returning from a medical leave of absence may be required to submit medical certification of the employee's fitness and ability to return to work.

The County may require an employee to take a medical examination, at the County's expense, if it believes that there is some concern whether the employee's physical or mental health is affecting the employee's performance of the employee's job. Where conditions warrant, an employee may be required to go on a medical leave of absence.
4. **Military Leave Without Pay**. Employees must inform the County, in writing, as soon as the employee is notified of acceptance/induction into military service or of required training periods and in any event not less than two (2) weeks prior to the employee's scheduled departure.
 - 4.1 **Induction/Acceptance**. Full-time and part-time employees entering active service of the Armed Forces of the United States, National Guard or Reserve will receive a leave of absence without pay for the period of such duty. An employee returning from military service will be re-employed in accordance with the applicable federal and state statutes and will be entitled to any other benefits set forth in this Manual, provided the employee satisfies the eligibility requirements established in this Manual.
 - 4.2 **Reserve Training**. Full-time and part-time employees required to participate in training sessions of the National Guard or Reserve will receive a leave of absence without pay for the period of such training session, normally not to exceed two (2) weeks. The employee will

retain and receive all benefits provided in this Manual, provided the employee satisfies the eligibility requirements established in the Manual.

5. **Funeral Leave With Pay.** In case of death in an eligible full-time or part-time employee's immediate family, an employee shall be given up to three (3) working days leave with pay if work is lost commencing the day following the death provided the employee attends the funeral. If the funeral is located more than four hundred fifty (450) miles away, upon request, the employee will be granted one (1) additional day leave without pay for travel each way. Immediate family is defined as: spouse, child, father, mother, sister, brother, grandparent, grandchild, mother and father-in-law, brother and sister-in-law, son and daughter-in-law, step-child, step-grandchildren, step-mother, step-father, step-brother, and step-sister.
6. **Jury Duty Leave With Pay.** Eligible full-time employees who are assigned jury duty will be granted a leave of absence to serve as required. Employees will be expected to be at work for all scheduled hours when not serving as a juror. Leaves of absence for jury duty, for thirty (30) days or less, will be with full pay, exclusive of all premiums. Fees received by the employee while on jury duty, not including travel expenses or other reimbursed expenses, must be submitted to the County Controller's Office.
7. **Elected Office Leave Without Pay.** Upon written request, an employee may be granted, at the County's sole discretion, a leave of absence without pay for a period of one (1) year for the purpose of accepting an elected public office. Such leave shall be granted subject to excluding the fringe benefits and seniority provisions of this document.
8. **Personal Leave Days With Pay.** Eligible full-time employees will be granted three (3) personal leave days on the employee's anniversary date. Personal leave days are not cumulative from year to year. Personal leave days may be taken only after a proper written request is made to and approved by the employee's immediate supervisor prior to the requested leave.
9. **Witness Leave With Pay.** Full-time employees will be granted leaves of absence for witness duty with full pay when scheduled during a normal shift. Witness time occurring as a direct result of an Employee's duties will be paid as time worked. Fees received by the employee while on duty, not including travel allowance or reimbursement of expenses, shall be returned to the County Controller's Office.
10. **Voluntary Time Off.** Upon mutual agreement between the Employer and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

Section 4.2 Holidays.

1. **Holiday Benefit.** All eligible full-time and part-time employees will be paid for the following recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	
Juneteenth	
July 4th	Christmas Eve Day
Labor Day	Christmas Day
	New Year's Eve

When a recognized holiday falls on a Saturday, it shall be recognized on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be recognized on the following Monday

Employees eligible to receive holiday pay will receive eight (8) hours of pay at their regular rate, while eligible part-time employees will receive a pro rata benefit. Those employees who work on a recognized holiday will receive their regular rate for all hours actually worked in addition to their holiday pay.

2. **Eligibility.** An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

- a. The employee must work both the employee's scheduled shift immediately preceding the holiday and the employee's scheduled shift immediately following the holiday, unless otherwise excused by the department head.
- b. The employee must not be on a layoff.
- c. An employee must not be on a leave of absence without pay.
- d. The employee must not be on a disciplinary suspension.
- e. An employee who is scheduled to work on a holiday but fails to report without an acceptable excuse will not be paid for the holiday.

Section 4.3 Vacations.

1. **Vacation Benefit.** An employee on a County-paid leave of absence will be considered as working for purposes of vacation benefits accrual. Absences from

work without pay in excess of thirty (30) days will result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

2. Vacation Accrual. Full-time employees will earn vacation pay and leave in accordance with the following schedule:
 1. An employee earns ten (10) working days' leave and eighty (80) hours' pay upon completing one (1) year of continuous employment; however, an employee may take five (5) of the ten (10) working days and receive forty (40) hours' pay after completing six (6) months of employment.
 2. An employee earns fifteen (15) working days' leave and one hundred twenty (120) hours' pay upon completing five (5) years of continuous employment.
 3. An employee earns twenty (20) working days leave and one hundred sixty (160) hours of pay upon completing ten (10) years of continuous employment.
 4. An employee earns twenty-five (25) working days' leave and two hundred (200) hours of pay on completing fifteen (15) years of continuous employment.
3. Vacation Eligibility and Pay. Vacation eligibility will be determined on an employee's anniversary date of hire in accordance with the above schedule. Vacation pay will be at the employee's straight-time regular rate exclusive of all premiums at the time the vacation leave is taken. Part-time employees will receive a vacation benefit determined in the same manner as full-time employees, but vacation leave and pay shall be prorated in accordance with the part-time employee's hours of work. A recognized holiday occurring during a scheduled vacation will not be considered a vacation day.
4. Vacation Request. Vacations must be scheduled in advance with the department head's approval. Seniority preference will be given in cases of conflicting vacation dates, provided that the employee submits a timely request for vacation leave. Failure to submit a timely request for vacation leave may result in a vacation schedule determined in order of request submitted as approved by the County.
5. Vacation Conversion/Accumulation. Employees will be permitted to carryover up to five (5) working days leave each year. Vacation time greater than five (5) days unused as of an employee's anniversary date of hire, is forfeited.
6. Vacation Upon Separation. Employees will be paid for all accrued vacation leave upon separation from employment.

Section 4.4 Longevity.

1. Benefit. Each full-time regular employee hired prior to December 31, 1986 who completes the required service period will receive an annual longevity benefit within two (2) weeks following their anniversary date of hire in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Annual Longevity</u>
5 - 9 years	\$200
10 - 14 years	300
15 - 19 years	400
20 years or more	500

2. Longevity Payments. Longevity payments are based on full years of service. Longevity payments are paid in a check separate from biweekly payroll.

Section 4.5 Insurance.

1. Life Insurance. The County currently provides a term life insurance policy for each full-time employee in the amount of Ten Thousand Dollars (\$10,000) and for each part-time employee in the amount of Five Thousand Dollars (\$5,000). The terms and conditions of the insurance shall be in accordance with the provisions contained in the insurance contract.
2. Health Insurance. The County currently provides health insurance benefits to eligible employees in accordance with the following provisions:
 1. Health Insurance Benefit. The County will pay the required premiums for each eligible full-time employee, including dependent coverage, under a carrier as selected by the Board of Commissioners. The County will cease paying the insurance premiums for the employee on layoff or on a leave of absence without pay beyond the first month immediately following the month in which such layoff or leave of absence commences or as determined by federal regulations. Employee required premiums shall be made by payroll deductions and will be allocated evenly between the first two pay periods of each month. Vision Insurance will be provided as part of the Health Insurance Benefit.
 2. Health Insurance Alternative. In case a full-time employee is covered with health insurance from a source other than the County and elects not to participate in the county's health insurance, the County will pay Single person's \$100.00 per month and married person's \$200.00 per month. Single Individuals qualifying for coverage greater than single electing not to participate in the health insurance program will be paid \$200.00 per month. To be eligible for this benefit, the employee must prove that they are covered by health insurance from another source.

3. Flexible Spending Account/Cafeteria Plan. The employer, at its discretion, may establish a Section 125 Cafeteria Plan in which employees can elect to participate in flexible spending accounts.
3. Disability Insurance. The County currently provides a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings, less any benefit received from family social security, any state or federal government disability or retirement plan, any salary paid by the County, the retirement plan with the County, and any other group disability income plan. Benefits will not exceed a maximum of Two Hundred Dollars (\$200.00) per week.
4. Other Insurance. Should the County be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the County under insurance policies currently in effect, the County will not provide double coverage. The County will cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs, provided the governmentally sponsored program has benefits substantially equal to the insurance program.
5. Discontinued Insurance Coverage. All insurance benefits other than health insurance as described above will be discontinued at the end of the month during which an employee is placed on a leave of absence without pay or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits will be discontinued upon the date that an employee terminates his/her employment with the County.

Section 4.6 Retirement.

1. Pension Plan. The County currently provides retirement benefits in accordance with the Montcalm County Retirement Plan in effect on the effective date of the adoption of this document. All full-time regular and part-time employees will be required to participate in such plan and must contribute three and one-half percent (3.5%) of their gross compensation into such plan. Such continued contributions will be withheld from the employees' pay.
 - (a) Employees will participate in the Municipal Employees Retirement System of Michigan (MERS) Defined Contribution Retirement Plan.
2. Health Insurance. Employees who retire under the County-provided retirement plan may elect to continue health insurance by prepaying the required premiums to the County Controller's Office, so long as the carrier allows such continuation.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE OF PRIVACY PRACTICES DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices (the “Notice”) describes the legal obligations of the County of Montcalm (the “Plan”) and your legal rights regarding your protected health information held by the Plan under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This Notice describes how your protected health information may be used or disclosed to carry out treatment, payment, or health care operations, or for any other purposes that are permitted or required by law. HIPAA requires us to provide this Notice of Privacy Practices to you.

The HIPAA Privacy Rule protects certain medical information known as “protected health information.” Generally, protected health information is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health care clearinghouse, a health plan, or your employer on behalf of a group health plan, which relates to:

- * your past, present or future physical or mental health or condition;
- * providing health care to you; or
- * making past, present or future payments for providing health care to you.

If you have any questions about this Notice or about our privacy practices, please contact Rechelle Wiater, Human Resource Specialist, at 989-831-7396.

Effective Date

This Notice is effective October 1, 2017.

Our Responsibilities

We are required by law to:

- * maintain the privacy of your protected health information;
- * notify you of any breach of unsecured protected health information;
- * provide you with certain rights with respect to your protected health information;
- * provide you with a copy of this Notice of our legal duties and privacy practices with respect to your protected health information; and
- *follow the terms of the Notice that is currently in effect.

How We May Use and Disclose Your Protected Health Information

We may use or disclose your protected health information in certain situations without your permission.

The main reasons for which we may use and may disclose your Protected Health Insurance are to evaluate and process any requests for coverage and claims for benefits. Your Protected Health Information (PHI) may be used:

For Payment. We may use or disclose your protected health information to determine your eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers,

to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, we may share your protected health information with health care provider in connection with the payment of health claims or to another health plan to coordinate benefit payments.

For Health Care Operations. We may use and disclose your protected health information for plan operations. For example, we may use medical information in connection with conducting quality assessment and improvement activities; underwriting, premium rating, and other activities relating to Plan coverage; submitting claims for stop-loss (or excess-loss) coverage; conducting or arranging for medical review, legal services, audit services, and fraud & abuse detection programs; business planning and development such as cost management; and business management and general Plan administrative activities. If medical information is used for underwriting, genetic information may not and will not be used or disclosed for this purpose.

To Business Associates. We may contract with individuals or entities known as Business Associates to perform various functions on our behalf or to provide certain types of services. In order to perform these functions or to provide these services, Business Associates will receive, create, maintain, use and/or disclose your protected health information, but only after they agree in writing with us to follow appropriate safeguards regarding your protected health information. For example, we may disclose your protected health information to a Business Associate to administer claims or to provide support services, such as utilization management, pharmacy benefit management or subrogation, but only after the Business Associate enters into a Business Associate contract with us.

To Plan Sponsors. We may disclose protected health information to certain employees of the Employer so that they can administer the plan. Those employees will only use or disclose PHI as needed to perform plan administration functions or as otherwise required by HIPAA, unless you have specifically authorized other disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

Health Oversight Activities. We may disclose your protected health information to a health oversight agency for activities authorized by law. These oversight activities might include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose your protected health information in response to a court or administrative order. We may also disclose your protected health information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

As Required by Law. We will disclose your protected health information when required to do so by federal, state or local law. For example, we may disclose your protected health information when required by national security laws or public health disclosure laws.

Special Situations

Although unlikely, it is also possible that we may use and disclose your protected health information in these situations:

For Treatment. We may use or disclose your protected health information to facilitate medical treatment or services by providers. We may disclose medical information about you to providers, including doctors,

nurses, technicians, medical students, or other hospital personnel who are involved in taking care of you.

Organ and Tissue Donation. If you are an organ donor, we may release your protected health information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release your protected health information as required by military command authorities. We may also release protected health information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation. We may release your protected health information for workers' compensation or similar programs.

Public Health Risks. We may disclose your protected health information for public health actions. These actions generally would be:

- * to prevent or control disease, injury, or disability;
- * to report births and deaths;
- * to report child abuse or neglect;
- * to report reactions to medications or problems with products;
- * to notify people of recalls of products they may be using;
- * to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- * to notify the appropriate government authority if we believe that a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree, or when required or authorized by law.

To Avert a Serious Threat to Health or Safety. We may use and disclose your protected health information when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Law Enforcement. We may disclose your protected health information if asked to do so by a law enforcement official:

- * in response to a court order, subpoena, warrant, summons or similar process;
- * to identify or locate a suspect, fugitive, material witness, or missing person;
- * about the victim of a crime if, under certain limited circumstances, we are unable to obtain the victim's agreement;
- * about a death that we believe may be the result of criminal conduct; and
- * about criminal conduct.

Coroners, Medical Examiners and Funeral Directors. We may release protected health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients to funeral directors, as necessary to carry out their duties.

National Security and Intelligence Activities. We may release your protected health information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Research. We may disclose your protected health information to researchers when:

- * the individual identifiers have been removed; or

- * when an institutional review board or privacy board has reviewed the research proposal and established protocols to ensure the privacy of the requested information, and approves the research.

Required Disclosures

We are required to make disclosures of your protected health information in these situations:

Government Audits. We must disclose your protected health information to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.

Disclosures to You. If you request, we must disclose to you the portion of your protected health information that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits. If you request, we also must provide you with an accounting of most disclosures of your protected health information if the disclosure was for reasons other than for payment, treatment, or health care operations, and if the protected health information was not disclosed due to your specific authorization.

Other Disclosures

Personal Representatives. We will disclose your protected health information to individuals authorized by you, or to an individual designated as your personal representative, attorney-in-fact, etc., if you provide us with a written notice/authorization and any supporting documents (i.e., power of attorney).

Note: Under the HIPAA privacy rule, we do not have to disclose information to a personal representative if we have a reasonable belief that:

- * you have been, or may be, subjected to domestic violence, abuse or neglect by such person; or
- * treating such person as your personal representative could endanger you; and
- * in the exercise of professional judgment, it is not in your best interest to treat the person as your personal representative.

Spouses and Other Family Members. With only limited exceptions, we will send all mail to the employee. This includes mail relating to the employee's spouse and other family members who are covered under the Plan, and includes mail with information on the use of Plan benefits by the employee's spouse and other family members and information on the denial of any Plan benefits to the employee's spouse and other family members. If a person covered under the Plan has requested Restrictions or Confidential Communications (see below under "Your Rights"), and if we have agreed to the request, we will send mail as provided by the request for Restrictions or Confidential Communications.

Authorizations. Other uses or disclosures of your protected health information, including but not limited to psychotherapy notes, most marketing purposes and any disclosures that constitute a sale of PHI, will only be made with your written authorization. You may revoke written authorization at any time, but the revocation must be in writing. Once we receive your written revocation, it will only be effective for future uses and disclosures. It will not be effective for any information that may have been used or disclosed based on the written authorization you provided before we received the revocation.

Your Rights

You have the following rights with respect to your protected health information:

Right to Inspect and Copy. You have the right to inspect and copy certain protected health information that may be used to make decisions about your health care benefits. To inspect and copy your protected

health information, you must submit your request in writing to the Employer Contact listed at the end of this Notice. If you request a copy of the information, we may charge a reasonable fee for the costs of copying, mailing, or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to your medical information, you may request that the denial be reviewed by submitting a written request to the Employer Contact listed at the end of this Notice.

Right to Amend. If you feel that the protected health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan. To request an amendment, your request must be made in writing and submitted to the Employer Contact listed at the end of this Notice. You must provide a reason why and in what respect you believe your record is incorrect.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- * is not part of the medical information kept by or for the Plan;
- * was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- * is not part of the information that you would be permitted to inspect and copy; or
- * is already accurate and complete.

If we deny your request, you have the right to file a statement of disagreement with us and any future disclosures of the disputed information will include your statement.

Right to an Accounting of Disclosures. You have the right to request an “accounting” of certain disclosures of your protected health information. The accounting will not include (1) disclosures for purposes of treatment, payment, or health care operations; (2) disclosures made to you; (3) disclosures made pursuant to your authorization; (4) disclosures made to friends or family in your presence or because of an emergency; (5) disclosures for national security purposes; and (6) disclosures incidental to otherwise permissible disclosures.

To request this list or accounting of disclosures, you must submit your request in writing to the Employer Contact listed at the end of this Notice. Your request must state a time period of no more than six years.

Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be provided free of charge. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on your protected health information that we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on your protected health information that we disclose to someone who is involved in your care or the payment for your care, such as a family member or friend. For example, you could ask that we not use or disclose information about a surgery that you had. However, if we do agree to the request, we will honor the restriction until you revoke it or we notify you.

To request restrictions, you must make your request in writing to the Employer Contact listed at the end of this Notice. In your request, you must tell us (1) what information you want to limit; (2) whether you

want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply—for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing to the Employer Contact listed at the end of this Notice. We will not ask you the reason for your request. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests if you clearly provide information that the disclosure of all or part of your protected information could endanger you.

Right to Be Notified of a Breach. You have the right to be notified in the event that we (or a Business Associate) discover a breach of unsecured protected health information.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at the County Controller's Office. To obtain a paper copy of this notice, contact the employer contact listed at the end of this Notice.

Complaints

If you believe that your privacy rights have been violated, you may file a complaint with the Plan or with the Office for Civil Rights of the United States Department of Health and Human Services. To file a complaint with the Plan, contact the County Controller at 989-831-7300. All complaints must be submitted in writing.

You will not be penalized, or in any other way retaliated against, for filing a complaint with the Office for Civil Rights or with us.

We may change the terms of this Notice and make new provisions regarding your protected health information that we maintain, as allowed or required by law. If we make any significant change to this Notice, we will provide you with a copy of our revised Notice of Privacy Practices.

Employer Contact

Rechelle M. Porter, Human Resource Specialist
County Controller's Office
P O Box 368
Stanton MI 48888
Ph: 989-831-7396
Fx: 989-831-7422

CERTIFICATION AND ACKNOWLEDGMENT

I have been given a copy of the Montcalm County Employee Benefits Manual.

Questions related to the interpretation or application of the provision of this manual should be directed to the County Controller.

I acknowledge that I have read the manual in its entirety and have paid special attention to the following policy:

1. Notice of Privacy Practices

By signing this certification and acknowledgement, I understand the benefits that are offered to me by the County of Montcalm and the expectation from me, as an employee, to be eligible for these benefits.

Signature of Employee

Date