

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

LAW & COURTS COMMITTEE
CAROL KOENIG, CHAIR
DERRELL SLAUGHTER
VICTOR CELENTINO
BRYAN CRENSHAW
MARK POLSDOFER
CHRIS TRUBAC
RANDY SCHAFFER

INGHAM COUNTY BOARD OF COMMISSIONERS

P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE LAW & COURTS COMMITTEE WILL MEET ON THURSDAY, FEBRUARY 14, 2019 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [January 10, 2019](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Circuit Court – Juvenile Division – Juvenile Risk, Recidivism, and Continuous Quality Control (*Presentation*)
2. Sheriff's Office
 - a. Resolution to Authorize a Training Services Agreement with Bouck Corporation dba [MACNLOW Associates](#) on Behalf of the Sheriff's Office and 9-1-1 Central Dispatch
 - b. Resolution to Authorize Contracts with Identified [Service Providers](#) as Authorized by the Justice Millage
 - c. TV Show Cops (*Discussion*)
3. Prosecutor's Office
 - a. Resolution to Authorize an Amended Memorandum of Understanding between the Ingham County Prosecutor's Office and the Department of the Attorney General and a Sub Contract between the Ingham County Prosecutor's Office and End Violent Encounters ([EVE](#))
 - b. Resolution to Accept an Amendment to the Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office [Crime Victim Rights](#) Grant
4. Facilities Department
 - a. Resolution to Authorize an Agreement with [Cusack's Masonry Restoration, Inc.](#) for the Building Tuck Pointing at the Ingham County Youth Center
 - b. Resolution to Authorize an Agreement with [HPS](#) for the Purchase of Three Ovens for the Ingham County Jail
 - c. Resolution to Authorize an Agreement with [A&B Equipment & Sons, Inc.](#) for the Purchase of Three Washers for the Ingham County Jail
 - d. Resolution to Authorize an Agreement with [Trane U.S. Inc.](#) for the Overhaul of the Chillers at the Ingham County Jail

5. Health Department/Sheriff's Office – [Jail Medical Reorganization](#) Discussion
6. Board Referral – Resolution #01-19.06 from the [Jackson County](#) Board of Commissioners Regarding Michigan Indigent Defense Commission Funding

Announcements
Public Comment
Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES
OR SET TO MUTE OR VIBRATE TO AVOID
DISRUPTION DURING THE MEETING**

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.

LAW & COURTS COMMITTEE

January 10, 2019

Draft Minutes

Members Present: Celentino, Crenshaw, Koenig, Polsdofer, Schafer, Slaughter, and Trubac.

Members Absent: None.

Others Present: Judge Thomas Boyd, Jodi LeBombard, Rick Terrell, Scott LeRoy, Lance Langdon, Russel Church, Ryan Buck, Tracy Smith, Megan Banta, Teri Morton, Lindsey LaForte, Tyler A Smith and others.

The meeting was called to order by Chairperson Koenig at 6:00 p.m. in Personnel Conference Room D & E of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the November 29, 2018 Minutes

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE MINUTES OF THE NOVEMBER 29, 2018 LAW AND COURTS COMMITTEE MEETING.

Chairperson Koenig stated without objection that the minutes would be amended to contain the letter from Mike Nichols which had been received at the December 11, 2018 Board of Commissioners as Attachment C.

THE MOTION CARRIED UNANIMOUSLY.

Limited Public Comment

Lance Langdon, Ingham County 9-1-1 Director, stated that the County was in the process of rolling out the Text 9-1-1 program. He further stated that the program's slogan was "Call if you can, text if you can't."

Mr. Langdon stated that the program was currently in soft launch, which meant that the system was up and running, but that the program would not "go live" until January 16, 2019. He further stated that the media had been invited in, and the staff had been trained to the point that if someone used the Text 9-1-1 system, it would work.

Mr. Langdon stated that the program would benefit the hearing impaired community, and that there had been a lot of interest from Michigan State University, including the hearing impaired students there. He further stated that he wanted to take a moment to let the Committee know that the program was up and running, and that it would be advertised and in use starting January 16, 2019.

Commissioner Schafer asked what amount of information should be included when someone texts 9-1-1.

Mr. Langdon stated that calling 911 was much faster than texting, and that a text does not include location information. He further stated that texting means the operator only gets one question answered at a time.

Commissioner Schafer asked what the texting procedure would be under the program.

Mr. Langdon stated that when someone texts 911, the message is received at the dispatch center, along with the phone number it came from. He further stated that no location information was received through the text system, and that the first thing users should do is text their location and what the problem was.

Mr. Langdon stated that if nothing further was heard from a person who texted 911, there was nothing more dispatchers could do. He further stated that as long as at least an address is sent, emergency services could be sent there.

Mr. Langdon stated that the text system was like the old days of the 911 system, before wireless cell phones were in use. He further stated that once the location and problem were known, dispatchers would proceed by asking questions one at a time, as with a phone call.

Commissioner Schafer stated that the program seemed to be for hearing impaired people, and that very few people would use it.

Mr. Langdon stated that other agencies with the Text 911 system showed a low frequency of use. He further stated that the system was useful for people who cannot speak, either because of a disability or because they are in a dangerous situation.

Commissioner Polsdofer asked whether the system could help someone in a domestic violence situation who could not provide a lot of information.

Mr. Langdon stated that emergency services can only help if they know where the problem is, and that someone texting 911 would need to send at least that. He further stated that dispatchers would respond and do as much as they could, but that until location information was received, they would be stuck.

Commissioner Polsdofer stated that it sounded like people texting 911 should include their location information.

Mr. Langdon agreed.

Commissioner Crenshaw asked how calls were routed to the dispatchers.

Mr. Langdon stated that calls were routed from cell towers to whichever 911 center covered that area.

Commissioner Crenshaw asked whether a phone number with a 313 area code that called 911 would be routed to an Ingham County 911 center.

Mr. Langdon stated that the text would be routed to an Ingham County 9-1-1 center, except in cases where the caller is close to the County border. He further stated that if the phone connects to an Eaton County tower, the Eaton County 9-1-1 center would receive the text.

Commissioner Slaughter asked whether there were any agencies that allow texting of photos or videos.

Mr. Langdon stated that the technology to do that was not yet available, and that it might be possible in the next generation of technology. He further stated that it would open up a can of worms when it became available, because dispatchers are not psychologically prepared to see videos of people in bad accidents or other emergent situations.

Mr. Langdon stated that police officers and firefighters became a little desensitized through seeing traumatic events frequently in the field, but that dispatchers do not. He further stated that he was concerned about that.

Commissioner Schafer stated that he thought 9-1-1 centers could identify where a person was as soon as they typed in 9-1-1.

Mr. Langdon stated that 9-1-1 calls did give location information, but texts did not. He further stated that the technology would get there eventually, but was not there yet.

Commissioner Schafer stated that the 9-1-1 system had come a long way and he could remember when Williamston dispatchers were working out of a living room.

Thomas Boyd, 55th District Court Judge, stated that he wanted to wish the Committee a happy new year. He further stated that he wanted to welcome the new members of the Committee, and let the Committee know that the District Court provided monthly updates to the Board of Commissioners.

Judge Boyd stated that new members of the Law and Courts Committee sometimes visited the District Court, and that Committee members were welcome to come out and sit next to the judges as they worked. He further stated that on one past occasion, the Committee had met at the District Court.

Judge Boyd thanked the Committee for taking up the Honorary Resolution. He further stated that if the Committee had any questions for him, to let him know.

Chairperson Koenig thanked Judge Boyd.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. CRENSHAW, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ITEMS:

1. Sheriff's Office – Resolution to Authorize an Agreement with the LeadsOnline Company

2. Prosecuting Attorney – Resolution for the Ingham County Prosecutor’s Office to Accept a \$5000.00 Donation for the Care and Maintenance of Support Dog
3. Circuit Court – Family Division – Resolution to Amend Acceptance of Michigan Drug Court Grant for the Ingham County Family Dependency Treatment Court
4. 55th District Court – Resolution Honoring the Ingham County 55th District Court Sobriety Court Program on the Occasion of its 50th Graduation Ceremony
5. Facilities
 - a. Resolution to Authorize a Purchase Order from A&B Equipment & Sons, Inc. for the Replacement Dryer at the Jail
 - b. Resolution to Authorize an Agreement with TAB Products Co. LLC. for the Mobile Filing System at the Hilliard Building and Veterans Memorial Courthouse (VMC)
6. 9-1-1 Dispatch Center – Resolution to Authorize a Contract with AT&T for Telephone Services for the Ingham County 9-1-1 Center

THE MOTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY.

7. Animal Control – Reorganization (*Discussion*)

Teri Morton, Deputy Controller, stated that the Board of Commissioners had a policy which required reorganization resolutions to be on the agenda once as a discussion item before they could be considered as an action item at a later meeting.

Jodi LeBombard, Animal Control Director, stated that the Director and Deputy Director positions at Animal Control had recently been open, and that she had filled the Director position. She further stated that she had looked for areas that needed more resources, and other areas from which resources could be taken.

Ms. LeBombard stated that she had proposed eliminating the Deputy Director position and creating an Animal Care manager position in order to move resources to caring for the animals, and away from other areas. She further stated that Animal Control had office staff, animal care staff, and Animal Control Officers (ACOs).

Ms. LeBombard stated that eliminating the Deputy Director would mean ACOs report directly to her, but that the Lead Officer could provide guidance and direction as well. She further stated that the office staff currently reported to the Customer Service and Outreach Manager, and that not much would change there.

Ms. LeBombard stated that Kate Turner was the present Deputy Director, and was also acting as the Customer Service and Outreach Manager. She further stated that the need for more resources devoted to animal care had been known during the recent investigations at Animal Control, and as far back as 2015, when the National Animal Control Officers' Association had inspected the shelter.

Ms. LeBombard stated that the reorganization would provide another eight hours of worker time devoted to animal care, and would allow the care provider to become familiar with the animals. She further stated that the reorganization would allow the veterinarian to focus on spaying, neutering, and medical care instead of supervisory responsibilities.

Ms. LeBombard stated that the reorganization would save the County money, as well.

Commissioner Crenshaw stated that he supported the reorganization. He further stated that he wanted to know whether the proposed reorganization would go before the Animal Control Shelter Advisory Committee (ACSAC) before the Committee acted on it.

Ms. LeBombard stated that she planned to present it to the ACSAC at their next meeting, which would occur before the next Law and Courts Committee meeting.

Commissioner Celentino stated that the Committee would not see the reorganization plan again until after the ACSAC had an opportunity to give input. He further stated that he was under the impression that eliminating the Deputy Director position would save \$18,000.

Ms. Morton stated that the \$18,000 figure included the extra cost of changing the Volunteer Assistant position to Volunteer Coordinator, which had occurred at the end of 2018. She further stated that the \$18,000 represented the net savings.

Commissioner Celentino asked whether any parts of the job description for the new Animal Care Manager position were similar to ones the Deputy Director would have performed.

Ms. LeBombard stated that the Deputy Director's job description included a lot of elements that were covered by other employees, and that she had taken on the ones that were not.

Commissioner Celentino stated that Essential Function No. 7 from the job description seemed to address some of the issues that had come up at Animal Control in the summer of 2018. He further stated that the Animal Care Manager could report issues to Ms. LeBombard if another "high active" situation arose.

Ms. LeBombard stated that the Animal Care Manager would be working in the back with the animals, and would be able to know "who's who and what's what." She further stated that things changed very frequently as far as animal care, and it could be hard for the Deputy Director to get back there enough to get to know everyone.

Commissioner Schafer asked how the veterinarian's role would change under the reorganization plan.

Ms. LeBombard stated that the veterinarian's supervisory responsibilities had already been removed, which allowed the veterinarian to focus on medical care of the animals.

Commissioner Schafer asked whether Animal Control still employed Michigan State University (MSU) students.

Ms. LeBombard stated that Animal Control did work with MSU students and the veterinarian facilitates that relationship.

Commissioner Schafer asked if the veterinarian position would remain full time.

Ms. LeBombard stated that it would.

Commissioner Schafer asked if the position justified full time hours.

Ms. LeBombard stated that it was more than justified as a full time position. She further stated that the veterinarian worked had generally worked over forty hours a week in the past, and that hopefully without the supervisory duties, the hours would get back down to regular full time hours.

Ms. Morton stated Animal Control needed more veterinarians, even with the current veterinarian devoting more time to animal care work.

Chairperson Koenig stated that perhaps Commissioner Schafer was asking about a matter than had been referred to the Michigan Licensing and Regulatory Agency (LARA). She further stated that the Committee had not heard anything back on the matter.

Commissioner Schafer stated that he was trying to get background information.

Chairperson Koenig asked whether the union had been involved in the reorganization plan.

Ms. Morton stated that both of the proposed positions were managerial, and that the Controller had been advised that union involvement was not necessary.

Chairperson Koenig asked whether the new positions had any impact on non-managerial employees.

Ms. Morton stated that there were no changes to other job descriptions, with the exception of which person employees are expected to report to.

Chairperson Koenig stated that she wanted to bring the unions into the loop to make sure there were no objections.

Chairperson Koenig asked how things were going at Animal Control in general.

Ms. LeBombard stated that things were slowing down a little.

Announcements

Commissioner Slaughter stated that he was looking forward to working with everyone this year, and that there were a lot of new people. He further stated that he looked forward to Chairperson Koenig's leadership on the Committee, and that it would be a good year.

Commissioner Crenshaw stated that January 29, 2019 was the 50th Sobriety Court Graduation event at the Mason City Hall, and that he highly encouraged all Committee members to attend.

Commissioner Schafer stated that on Page 3 of the minutes from the November 29, 2018 meeting, it was noted that he and Commissioner Slaughter had requested a presentation from Alcohol and Drug Administrative Monitoring, Inc. (ADAM).

Ms. Morton stated that ADAM had been contacted, and was expected to give a presentation at the next meeting of the Law and Courts Committee.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:23 p.m.

**FEBRUARY 14, 2019 LAW & COURTS AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Deputy Controller recommends approval of the following resolutions:

- 2a. *Sheriff's Office – Resolution Authorizing Entry into a Training Services Agreement with Bouck Corporation DBA MACNLOW Associates on Behalf of the Sheriff's Office and 911 Central Dispatch*

This resolution will authorize entering into an agreement for training services with MACNLOW Associates on behalf of the Sheriff's Office and 9-1-1 Central Dispatch, for a one-year term of January 1, 2019 through December 31, 2019, at a total cost not to exceed \$33,000. Current Undersheriff Andrew Bouck is a 50% owner in MACNLOW Associates, creating a conflict of interest. In order to avoid this conflict of interest, Undersheriff Bouck may not directly or indirectly engage in any form of solicitation or negotiation of any proposed contract between the County and MACNLOW Associates. MACNLOW Associates has certified that Undersheriff Bouck has provided no information to MACNLOW Associates nor provided any services relating to the solicitation or negotiation of the proposed contract. Undersheriff Bouck may not perform any services on behalf of MACNLOW Associates under the proposed contract.

See memo for details.

- 2b. *Sheriff's Office – Resolution to Authorize Contracts with Identified Service Providers as Authorized by the Justice Millage*

This resolution will authorize entering into contracts with the Wellness Inx and Deb Hart Body Connection Yoga as approved by Resolution 18-497, increasing treatment programming as authorized by the Justice Millage.

Sending out Requests for Proposals is anticipated toward the end of the contract period. It is requested, however, that the Sheriff's Office proceed with these providers now because of their established relationship with the County as qualified and established vendors.

One contract will be with Wellness, Inx for an amount not to exceed \$62,800 for the period of March 1, 2019 through December 31, 2019. Services provided will be for programming related to Breakout and Seeking Safety curriculum.

A second contract will be with Deb Hart Body Connection Yoga for an amount not to exceed \$10,400 for the period of March 1, 2019 through December 31, 2019. This contract will provide Trauma Sensitive Yoga programming.

See memo for details.

3a. Prosecutor's Office – Resolution to Authorize an Amended Memorandum of Understanding Between the Ingham County Prosecutor's Office and the Department of the Attorney General and a Sub Contract Between the Ingham County Prosecutor's Office and End Violent Encounters (EVE)

This resolution will authorize the Prosecutor's Office to enter into a Memorandum of Understanding with the Department of the Attorney General's Office and to enter into a Sub-contract with End Violent Encounters (EVE). The advocate will be paid an hourly rate of \$13.00 not to exceed twenty hours per week and travel reimbursement not to exceed \$5,000 for this contract. The contract is for the time period January 1 through December 31, 2019.

See memo for details.

3b. Prosecuting Attorney – Resolution to Accept an Amendment to the Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Crime Victim Rights Grant

This resolution will approve an amendment to a grant agreement between the Crime Victim Rights Services Act, Crime Victim Rights Grant (CVR) administered by the Michigan Department of Health and Human Services (MDHHS) and the Prosecutor's Office. The original grant award was in the amount of \$249,325. On January 23, 2019 the MDHHS proposed an amendment to the agreement increasing the award amount by \$83,150, to a new total of \$332,475. The increased amount of \$83,150.00 would be for other program expenses. This grant is for the time period of October 1, 2018 through September 30, 2019. The 2019 county budget allocates \$73,805 from the general fund to cover the shortfall which results from the unit's \$323,130.00 total cost. The proposed amendment would make the unit fully grant funded.

See memo for details.

4a. Facilities Department – Resolution to Authorize an Agreement with Cusack's Masonry Restoration, Inc. for the Building Tuck Pointing at the Ingham County Youth Center

This resolution will authorize entering into an agreement with Cusack's Masonry Restoration Inc., for the improvements to the exterior at the Ingham County Youth Center for an amount not to exceed \$62,935, which includes a \$10,000 contingency. The project is necessary as the Youth Center's exterior is deteriorating and improvements will prevent further deterioration and water damage. Cusack's Masonry Restoration Inc. submitted the lowest responsive and responsible bid for tuck pointing services. Funding for the project is included in the capital budget.

See memo for details.

4b. Facilities Department – Resolution to Authorize an Agreement with HPS for the Purchase of Three Ovens for the Ingham County Jail

This resolution will authorize entering into an agreement with HPS for the purchase of Blodgett Combi Ovens for the Ingham County Jail for an amount not to exceed \$139,071.12, which includes a \$5,000 contingency. There are three twenty year old ovens at the Jail that are failing and are in constant need of repair. HPS submitted a proposal for three Blodgett Combi Ovens with the prison package, steaming option and a reverse osmosis water filtration system for \$134,071.12 which includes installation and a one year parts and labor warranty. Funding for the project is included in the capital budget.

See memo for details.

4c. Facilities Department – Resolution to Authorize an Agreement with A&B Equipment & Sons, Inc. for the Purchase of Three Washers for the Ingham County Jail

This resolution will authorize entering into an agreement with A&B Equipment & Sons, Inc., for the purchase of three washers for the Ingham County Jail for an amount of \$37,998.00. The three washing machines at the Jail are beginning to fail and are in constant need of repair. These washers are used to wash inmate's laundry and must remain operable at all times for sanitary reasons. Parts for the units are expensive and difficult to obtain. A&B Equipment submitted a proposal for three commercial washing machines with the prison package for \$37,998.00 which is 28% off the list price and includes a one year manufacturer's warranty. Funding for the project is included in the capital budget.

See memo for details.

4d. Facilities Department – Resolution to Authorize an Agreement with Trane U.S. Inc. for the Overhaul of the Chillers at the Ingham County Jail

This resolution will authorize entering into an agreement with Trane U.S. Inc., for the overhaul of the chillers at the Ingham County Jail for an amount not to exceed \$211,500, which includes a \$20,000 contingency. The chillers at the Jail are more than 24 years old and have outlived their useful life. Trane offers a unique overhaul on their units which costs significantly less than replacing them. The quoted cost includes a five year service plan. Funding for the project is included in the capital budget.

See memo for details.

PRESENTATION:

1. Circuit Court – Juvenile Division – Juvenile Risk, Recidivism, and Continuous Quality Control

DISCUSSION ITEMS:

2b. Sheriff's Office – TV Show Cops

5. Health Department/Sheriff's Office – Jail Medical Reorganization

TO: Board of Commissioners Law and Courts and Finance Committees

FROM: Sheriff Scott Wriggelsworth

DATE: January 11, 2019

SUBJECT: Agreement with MACNLOW Associates

BACKGROUND

MACNLOW Associates has provided training for Ingham County Sheriff's Office and 911 Center personnel for more than twenty (20) years. Current Undersheriff Andrew Bouck is a 50% owner in MACNLOW Associates, thus creating a conflict of interest. Ingham County is desirous to continue this partnership in 2019, even with the minor conflict of interest.

ALTERNATIVES

Although there are other options for similar training for the Sheriff's Office and the 911 Center, maintaining this contract is in the best interest of the county as a whole to best serve its residents.

FINANCIAL IMPACT

Although Undersheriff Bouck would have a small personal pecuniary interest in this contract, the negative financial impact to the county if we discontinued this contract would be sizable. More expensive training, more travel and overnight stays of personnel, as well as no free training seats for hosting MACNLOW courses here at the Sheriff's Office. This would significantly affect the number of training opportunities for Ingham County employees.

OTHER CONSIDERATIONS

In order to avoid a conflict of interest, Undersheriff Bouck may not directly or indirectly engage in any form of solicitation or negotiation of any proposed contract between the County and MACNLOW Associates. MACNLOW Associates has certified that Undersheriff Bouck has provided no information to MACNLOW Associates nor provided any services relating to the solicitation or negotiation of the proposed contract. Undersheriff Bouck may not perform any services on behalf of MACNLOW Associates under the proposed contract.

RECOMMENDATION

Based on the above information, it is requested that the County of Ingham support the resolution to continue the contract with MACNLOW Associates, not to exceed \$33,000. \$8,000 for the Sheriff's Office training and \$25,000 for the 911 Center training in 2018.

Please note, in 2018 only \$9,967.00 was billed for training by MACNLOW to Ingham County, \$5,592.00 for dispatch training, and \$4,375.00 for ICSO law enforcement and corrections training. This is well below the \$33,000 not to exceed limit.

MACNLOW Associates
2019 Course Offerings

Course Name	Length (hrs)	Cost/Person	Approvals*
911 Dispatch Liability	8	\$275	SNC
Achieving Supervisory Excellence	24	\$375	SNC
Active Shooter Incidents for Dispatch	8	\$275	SNC
Advanced 40-Hour Dispatch School	40	\$699	SNC
Advanced Supervision	24	\$375	SNC, MCOLES
Basic 40-Hour Dispatch School	40	\$699	SNC, MCOLES
Coaching for High Quality Work Performance	8	\$275	SNC, MCOLES
Communications Training Officer (CTO Program)	24	\$450	SNC
Corrections Supervision	24	\$375	MSCTC
Courtroom Testimony for Law Enforcement & Corrections	8	\$275	MCOLES
Critical Supervisory Issues	16	\$335	MCOLES
Cultural Competencies & Understanding Implicit Bias	8	\$275	MCOLES
Cybercrime and the Dispatch Center	8	\$275	SNC
Handling Domestic Violence Calls	8	\$275	SNC
Helping the Child and Special Needs Callers to 911	8	\$275	SNC
Homeland Security for the Telecommunicator	8	\$275	SNC
Inmate Classification	8	\$195-275	MSCTC
Investigation of Child Sexual Assault	8	\$275	MCOLES
Lawful Authority, Career Survival and Use of Force	8	\$275	MCOLES
Leading, Supervising & Working with Generations X Y Z	40	\$699	SNC, MCOLES
Managing Interpersonal Interactions Series	40	\$699	MCOLES
Managing the Mental Health Crisis	16	\$350	MCOLES
Media Relations	24	\$375	MCOLES
Police Supervision	8	\$275	MCOLES
Policing with Pride & Integrity	8	\$275	MCOLES
Procedural Justice	8	\$275	MCOLES
Stress Management	8	\$275	SNC, MCOLES
Suicide Calls: Helping the Caller & the Telecommunicator	8	\$275	SNC
Time Management	8	\$275	SNC, MCOLES
Verbal De-Escalation	8	\$275	MCOLES

***Approvals**

SNC = State Nine-One-One (911) Committee approved for training funds

MCOLES = Michigan Commission on Law Enforcement Standards approved for 302 funds

MSCTC = Michigan Sheriff's Coordinating Training Council (no funding)



MACNLOW
ASSOCIATES

**PUBLIC SAFETY TRAINING
AND CONSULTING**

Law Enforcement · Dispatch
Fire · Courts · Corrections

January 10, 2019

Bryan Crenshaw, Chairperson
Ingham County Board of Commissioners

Scott Wriggelsworth
Ingham County Sheriff

Re: Non-Solicitation Certification

Dear Chairperson Crenshaw and Sheriff Wriggelsworth:

As you know, MACNLOW Associates wishes to renew our training services agreement with certain departments of Ingham County. Please be advised that Andrew Bouck is 50% shareholder of MACNLOW Associates. Mr. Bouck also serves as an employee of Ingham County in his capacity as Undersheriff of the Sheriff's Department.

This letter will confirm that Andrew Bouck has not directly or indirectly solicited Ingham County to offer MACNLOW Associates services. Furthermore, Andrew Bouck has had no role in any negotiations between Ingham County and MACNLOW Associates. All contacts, communications or solicitations with Ingham County by MACNLOW Associates have been conducted by the undersigned, as its President. Furthermore, Andrew Bouck will not participate on behalf of MACNLOW Associates in any training provided to Ingham County employees.

At no time in the future will Andrew Bouck directly or indirectly solicit Ingham County for services, so long as he remains an employee of Ingham County. Likewise, he will have no role in any future negotiations between Ingham County and MACNLOW Associates as an employee of Ingham County. In addition, Andrew Bouck's name will not appear on any solicitation or negotiation documents submitted on behalf of MACNLOW Associates to Ingham County. Finally, Andrew Bouck, while an employee of Ingham County, will not participate on behalf of MACNLOW Associates in any future training provided to Ingham County employees.

Thank you for your consideration. Please do not hesitate to contact me should I be able to provide further information in this regard.

Very truly yours,

MACNLOW Associates

Kristen Kemp
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BRIAN SONGER 6350 W MICHIGAN AVE SUITE 300 LANSING MI 48917	CONTACT NAME: BRIAN SONGER PHONE (A/C, No, Ext): 517-886-2260 E-MAIL ADDRESS: bsonger@binsmi.com FAX (A/C, No): 517-886-2272
INSURED BOUCK CORP DBA MACNLOW ASSOCIATES 11609 STONE BLUFF GRAND LEDGE MI 48837	INSURER(S) AFFORDING COVERAGE INSURER A: FARM BUREAU INSURER B: ACCIDENT FUND INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CPP-2942994	05/08/2017	05/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	ARP120007077	09/15/2017	09/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ingham County, Ingham County Sheriff, and their elected officials, appointed officers, employees and agents are Additional Insureds with the respect to the General Liability policy.
Coverage extended to the scheduled Additional Insured, as afforded in the Comprehensive General Liability coverage, is provided on a primary, noncontributory, or excess basis only as defined in the policy language.
We will mail written notice of cancellation at least ten (10) days before the cancellation if we cancel for non-payment of premium, thirty (30) days before the cancellation date if we cancel for any other reason, as provided in policy language.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF INGHAM INGHAM COUNTY SHERIFF PO BOX 319 MASON MI 48854	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian Songer</i> / K6
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A TRAINING SERVICES AGREEMENT
WITH BOUCK CORPORATION DBA MACNLOW ASSOCIATES
ON BEHALF OF THE SHERIFF'S OFFICE AND 911 CENTRAL DISPATCH**

WHEREAS, County employees in the Sheriff's Office and 911 Central Dispatch require training each year in a number of topics; and

WHEREAS, Bouck Corporation d/b/a MACNLOW Associates is in the business of providing the training required by employees of the Sheriff's Office and 911 Central Dispatch; and

WHEREAS, MACNLOW Associates has provided training for Ingham County personnel for more than twenty (20) years; and

WHEREAS, the County is desirous of contracting with MACNLOW Associates to provide training services for the Sheriff's Office and 911 Central Dispatch for the 2019 calendar year; and

WHEREAS, Undersheriff Andrew Bouck is a 50% co-owner of MACNLOW Associates, and would receive a pecuniary benefit from the County's entry into a contract with MACNLOW Associates; and

WHEREAS, Undersheriff Bouck has a conflict of interest with respect to the proposed contract with MACNLOW Associates, which conflict may be avoided by compliance with the requirements of the Contracts of Public Servants with Public Entities Act, MCL 15.321 *et seq.*; and

WHEREAS, in order to avoid a conflict of interest, Undersheriff Bouck may not directly or indirectly engage in any form of solicitation or negotiation of any proposed contract between the County and MACNLOW Associates; and

WHEREAS, Undersheriff Bouck has disclosed his pecuniary interest in the proposed contract in writing to the Sheriff and County Board of Commissioners, which disclosure was placed on file with the County Clerk at least seven days in advance of the County Board's vote on the proposed contract; and

WHEREAS, Undersheriff Bouck has disclosed his pecuniary interest in the proposed contract in person at a public meeting of the County Board at least seven days in advance of the County Board's vote on the proposed contract; and

WHEREAS, the substance of Undersheriff Bouck's disclosures and an acknowledgment of the County Board's receipt of those disclosures were placed in the County Board's meeting agenda and minutes; and

WHEREAS, MACNLOW Associates has certified that Undersheriff Bouck has provided no information to MACNLOW Associates nor provided any services relating to the solicitation or negotiation of the proposed contract; and

WHEREAS, Undersheriff Bouck may not perform any services on behalf of MACNLOW Associates under the proposed contract; and

WHEREAS, pursuant to MCL 15.323(2)(b), approval and authorization of the County's entry into the proposed contract requires a 2/3 majority vote of the full membership of the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entry into a Training Services Agreement with MACNLOW Associates on behalf of the Sheriff's Office and 911 Central Dispatch, for a one-year term of January 1, 2019 through December 31, 2019, at a total cost not to exceed \$33,000.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the Board Chair to sign any necessary documents in this matter that are consistent with this Resolution and approved as to form by the County Attorney.

Agenda Item 2b

TO: Law & Courts Committee
Finance Committee

FROM: Darin J. Southworth, Major – Correctional Administrator

DATE: January 17, 2019

RE: Forming Agreements with Identified Millage Program Service Providers

This resolution requests permission for the Ingham County Sheriff's Office to enter into contracts with the identified entities, to be compensated for services provided, as approved by the 2018 Justice Complex Millage.

Sending out Requests For Proposals is anticipated toward the end of the suggested contract period, however, we wish to proceed with these providers now because of their established relationship with the County as qualified and established vendors. The County approved funding mid-2018 to pay for services rendered by Wellness Inx to avoid discontinuation of "Breakout" programming services. In addition, we do not anticipate many, if any, other entities that would have the qualifications, in the short term to bid or provide Breakout and Seeking Safety curriculum. Like argument can be made for timely launch of Trauma Sensitive Yoga because of established vendor relationship and demonstrated credibility from Deb Hart Body Connection Yoga.

Board approval will be necessary to prepare contracts defining the scope of work and compensation terms for program millage funding.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE CONTRACTS WITH IDENTIFIED SERVICE PROVIDERS
AS AUTHORIZED BY THE JUSTICE MILLAGE**

WHEREAS, on August 7, 2018 the electorate of Ingham County approved the Justice Millage; and

WHEREAS, the millage language authorized funding for “programming for the treatment of substance addictions, treatment of mental illness, and reduction of re-incarceration among arrested persons”; and

WHEREAS, on November 27, 2018 the Board of Commissioners adopted a Resolution 18-497 that included \$99,000 to fund several Ingham County Sheriff’s Office coordinated programs that include, Break Out/Moral Recognition Therapy, Trauma Centered Yoga, and Seeking Safety (Attachment #1); and

WHEREAS, specific vendors have been identified as having the requisite qualifications to provide approved programs and have done so for the jail population previously; and

WHEREAS, the following providers are established County vendors:

Seeking Safety and Break Out/MRT provided by **Wellness, Inx.**
Dr. Debra Smith: debsmith@wellnessinx.com, (517)-272-0520
County vendor # **01533765**.

Trauma Centered Yoga provided by **Deb Hart Body Connection Yoga,**
Deb Hartnagle: debhart9@gmail.com, (517)-980-0334
County vendor # **40495**;

WHEREAS, these vendors are prepared to resume service to the County immediately.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes Corporate Counsel to proceed with agreements between the identified vendors and the County.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$62,800 with Wellness, Inx for services as described in Attachment #1 for the period of March 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$10,400 with Deb Hart Body Connection Yoga for services as described in Attachment #1 for the period of March 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED, that funds for these contracts will come from the Justice Millage.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the 2019 budget and position allocation list.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary documents consistent with this resolution and upon approval as to form by the County Attorney.

Ingham County Jail Education Programming

SEEKING SAFETY

Program price: \$20,800.00

The Seeking Safety program is an evidenced-based present-focused counseling model to help people attain safety from trauma and/or substance abuse. The program will serve both male and female inmates, providing two sessions per gender per week at a rate of \$200 per session.

TRAUMA CENTERED YOGA

Program price: \$10,400.00

Trauma Centered Yoga is a very specific protocol of evidence based treatment designed for people who have experienced 'complex trauma/PTSD', and has been found to be useful as an adjunct to Cognitive Behavioral Therapy (Seeking Safety). The program will serve both male and female inmates, providing one session per gender per week at a rate of \$200 per session.

BREAK OUT

Program price: \$42,000.00

This program is based on Moral Recognition Therapy (MRT) which is a form of cognitive-behavioral programming that focuses on recovery from substance misusing, abusing and dependent behaviors, identifying thinking errors that led to criminogenic thinking and identify goals to achieve once released. The program will serve both male and female inmates, providing two sessions per gender per week at a rate of \$200 per session.

RESTORATIVE JUSTICE

Program price: \$20,800.00

The Restorative Justice Program offers inmates an opportunity to take accountability and repair the harm done by their crimes, while teaching mediation, conflict resolution, and problem solving. The program will serve both male and female inmates, providing one session per gender per week at a rate of \$200 per session.

INMATE INITIATIVES

PROGRAM PRICE: \$2000.00

The Inmate Garden Initiative: There is strong evidence pointing to the importance of education in reducing recidivism. In addition to the classroom programs offered at the Ingham County Jail, education will be taking place outside by way of a vegetable garden. Inmates will be taught new skills such as how to use garden tools, prepare land, plant seeds and plants, and read planting information. There are items that need to be purchased yearly in order to sustain the garden such as seeds, plants and garden tools.

INMATE INITIATIVES

PROGRAM PRICE: \$3000.00

Educational DVD's: These DVD's would assist inmates in increasing their chances of making a successful transition to the community, overcoming barriers to employment and building their motivation and self-esteem.

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Mike Cheltenham, Chief Assistant Prosecuting Attorney

DATE: February 6, 2019

SUBJECT: Resolution to Authorize an Amended Memorandum of Understanding between the Ingham County Prosecutor's Office and the Department of the Attorney General and a Sub Contract with End Violent Encounters (EVE)

BACKGROUND

The Department of the Michigan Attorney General provides funds to assist local prosecutors with investigation, prosecution, and notification of victims for cases arising out of the statewide Sexual Assault Kit Initiative (SAKI). ICPO has received funding and employs one assistant prosecutor focused on unresolved SAKI cases. Our office has also partnered with End Violent Encounters (EVE) to provide advocacy services for victims of sexual assault arising out of SAKI generated cases. The purpose of this resolution is to continue contracting with EVE for advocacy services.

ALTERNATIVES

Our office receives an annual grant through Michigan Department of Health and Human Services Crime Victim Rights Grant which provides for four (4) full time advocates for crime victims. However, those grant funded positions are for direct victim services. Services provided by EVE address direct victim needs but also address issues that fall outside of our grant funded positions. For example, EVE provides a sexual assault survivor support group which meets weekly to discuss trauma issues, coping skills, building trust and self-esteem, and other group member interests.

FINANCIAL IMPACT

There is no financial impact since the Department of the Attorney General will provide re-imbursement to the county for services provided by EVE.

OTHER CONSIDERATIONS

The subcontract is for an hourly rate of \$13.00 for services not to exceed twenty (20) hours per week. There is also provision for travel re-imbursement not to exceed \$5,000.00 for the term of the subcontract.

RECOMMENDATION

Based on the information provided, I respectfully request approval of the attached resolution.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN THE INGHAM COUNTY PROSECUTOR'S OFFICE AND THE DEPARTMENT OF THE
ATTORNEY GENERAL AND A SUB CONTRACT BETWEEN THE INGHAM COUNTY
PROSECUTOR'S OFFICE AND END VIOLENT ENCOUNTERS (EVE)**

WHEREAS, there are 126 untested sexual assault kits in Ingham County that have been sent to the Michigan State Crime Lab for testing; and

WHEREAS, the Department of the Attorney General has indicated that they have funds to assist local prosecutors with investigations and prosecutions and victim notification of viable cases arising from the testing of previously untested sexual assault kits; and

WHEREAS, the Attorney General would designate an attorney as a Special Assistant Attorney General to review these investigations and determine the viability of the prosecutions of these untested sexual assault kits; and

WHEREAS, the Special Assistant Attorney General will be paid by funds from the Attorney General's office including but not limited to salary, computers, phones, training, mileage, and any other funds approved by the Department of the Attorney General. All expenses excluding salary will be processed by Ingham County but will be paid for by the Department of the Attorney General's office.

THEREFORE BE IT RESOLVED, that the Ingham County Prosecutor's Office is authorized to enter into a sub contract with End Violent Encounters (EVE) to provide advocacy services for sexual assault victims. The advocate will be paid an hourly rate of \$13.00 (Thirteen U.S. Dollars and 00/100) not to exceed 20 (twenty) hours per week; travel re-imbursement not to exceed \$5,000.00 (Five Thousand U.S. Dollars and 00/100) for this contract.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Prosecutor's Office to enter into a Memorandum of Understanding with the Department of the Attorney General's Office consistent with this resolution and authorizes the Ingham County Prosecutor's Office to enter into a Sub-contract with End Violent Encounters (EVE) for the time period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary adjustments consistent with this resolution.

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Mike Cheltenham, Chief Assistant Prosecuting Attorney

DATE: February 5, 2019

SUBJECT: Resolution to Accept an Amendment to the Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutors Office Crime Victim Rights Grant

BACKGROUND

The Michigan Department of Health and Human Services provides local prosecutors' offices funding through the Crime Victim Rights Grant to ensure that victims receive all rights and notifications required by the William Van Regenmorter Crime Victim Rights Act of 1985. The Ingham County Prosecutors Office receives this grant and uses it to fund the four (4) full time victim advocates serving in the office's Victim/Witness Unit. The original allocation for the grant for 2019 was \$249,325.00. The MDHHS has proposed to increase that amount by \$83,150.00.

ALTERNATIVES

There are no alternative sources of increased funding anticipated in the near future.

FINANCIAL IMPACT

Currently the CVR grant covers the majority of salary and fringes for the advocates assigned to the ICPO Victim/Witness Unit. The 2019 county budget allocates \$73,805.00 from the general fund to cover the shortfall which results from the unit's \$323,130.00 total cost. The proposed amendment increase exceeds the county's allocation and would make the unit fully grant funded.

OTHER CONSIDERATIONS

The grant restricts work to only direct victim services. The Victim/Witness unit covers duties which fall outside of direct victim services. ICPO is exploring reorganization options to continue fulfilling those responsibilities which may fall outside of grant approved work.

RECOMMENDATION

Based on the information provided, I respectfully request approval of the attached resolution.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT AN AMENDMENT TO THE AGREEMENT BETWEEN THE
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE
INGHAM COUNTY PROSECUTOR'S OFFICE CRIME VICTIM RIGHTS GRANT**

WHEREAS, the Ingham County Prosecutor's Office has been approved to receive grant funds up to an amount of \$249,325.00 from the Crime Victim Rights Services Act, Crime Victim Rights Grant (CVR) administered by the Michigan Department of Health and Human Services (MDHHS) for the fiscal year of October 1, 2018 through September 30, 2019; and

WHEREAS, the grant award of \$249,325.00 will be broken down as follows: \$244,525.00 of the grant award will fund salary and fringe benefits for four (4) full time crime victim advocates; and \$4,800.00 of the grant award is for supplies and materials; and

WHEREAS, on January 23, 2019 the MDHHS has proposed an amendment to the agreement increasing the award amount by \$83,150.00. The added amount would increase the total grant award amount to \$332,475.00. The increased amount of \$83,150.00 would be for other program expenses; and

WHEREAS, the primary goal of the CVR Grant is to support agency staff who provide direct services to victims of crime in Michigan; and

WHEREAS, continuing the CVR Grant will assist the Ingham County Prosecutor's Office in achieving the goals and objectives of providing services to victims of crime.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners has accepted \$249,325.00 awarded by the CVR Grant which begins on October 1, 2018 and ends on September 30, 2019; the Board authorizes acceptance of the proposed amendment to the agreement increasing the grant amount by \$83,150.00 to a total of \$332,475.00.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2019 budget and position allocation lists consistent with this resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts/subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

Agenda Item 4a

TO: Board of Commissioners, Law & Courts, County Service and Finance Committee

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution for an agreement with Cusack's Masonry Restoration Inc. to make exterior improvements to the Ingham County Youth Center

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

The exterior of the Ingham County Youth Center is deteriorating and needs the improvements to prevent further deterioration and water damage. Cusack's Masonry Restoration Inc. submitted the lowest responsive and responsible bid for tuck pointing services at the Ingham County Youth Center.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

It is the recommendation of the Purchasing and Facilities Departments to award a contract to Cusack's Masonry Restoration Inc., who submitted the lowest responsive and responsible bid in the amount of \$52,935.00.

Funds are available in the 2018 approved CIP line item 245-66299-931000-8F05 which has a balance of \$85,000 for building tuck pointing.

The Facilities Department is asking for a \$10,000.00 contingency for any unseen circumstances that may arise during the project.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Purchasing and Facilities Departments respectfully recommends approval of the attached resolution to support an agreement with Cusack's Masonry Restoration Inc. to make the necessary improvements to the exterior of the Ingham County youth Center for \$52,935.00 with a \$10,000.00 contingency for a total cost of \$62,935.00.

Agenda Item 4a

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: August 22, 2018

RE: Memorandum of Performance for RFP No. 183-18: Exterior Masonry Improvements.

Per your request, the Purchasing Department sought proposals from qualified and experienced masonry contractors to enter into a contract for the purpose of making exterior improvements to the Ingham County Youth Center.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	58	15
Vendors attending pre-bid/proposal meeting	8	4
Vendors responding	5	3

A summary of the vendors' costs is located on the next page.

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Preference	Base Bid North & West Exterior; Drawing A.1.1.	Alternate 1 East and South Exterior; Drawing A1.1.	Total Bid	Unit Price Per Linear Foot of Masonry Mortar Joint Removal & Repointing
National Restoration Inc.	No, Milford MI	\$48,350.00	\$19,850.00	\$68,200.00	\$6.75
Cusack's Masonry Restoration Inc.	No, Hubbardston MI	\$52,935.00	\$44,900.00	\$97,835.00	\$9.50
D.C. Byers Co., dba: Detroit Inc.	Yes, East Lansing MI	\$75,700.00	\$26,675.00	\$102,375.00	\$7.00
Moore Trosper Construction Co.	Yes, Holt MI	\$85,141.00	\$37,213.00	\$122,354.00	\$6.33
Davenport Masonry Inc.	Yes, Holt MI	\$81,000.00	\$54,700.00	\$135,700.00	\$6.60

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
CUSACK'S MASONRY RESTORATION, INC. FOR THE BUILDING TUCK POINTING
AT THE INGHAM COUNTY YOUTH CENTER**

WHEREAS, the Ingham County Youth Center's exterior is deteriorating and is in need of repairs; and

WHEREAS, it is the recommendation of both the Purchasing and Facilities Departments to enter into an agreement with Cusack's Masonry Restoration Inc., a registered vendor who submitted the lowest responsive and responsible bid of \$52,935.00, to make exterior improvements; and

WHEREAS, the Facilities Department would like to ask for a \$10,000.00 contingency for any unforeseen circumstances that may arise with this type of project; and

WHEREAS, funds for this project are available within the approved CIP Line Item 245-66299-931000-8F05 which has an available balance of \$85,000.00 for Building Tuck Pointing at the Ingham County Youth Center.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Cusack's Masonry Restoration Inc., P.O. Box 220, Hubbardston, Michigan, 48845, for the improvements to the exterior at the Ingham County Youth Center for an amount not to exceed \$62,935.00 which includes a \$10,000.00 contingency.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 4b

TO: Board of Commissioners, Law & Courts, Finance and County Services Committees

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution to purchase ovens from HPS for the Ingham County Jail

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

There are three ovens at the Ingham County Jail that are failing and are in constant need of repair due to them being 20 years old. HPS submitted a proposal for three Blodgett Combi Ovens with the prison package, steaming option and a reverse osmosis water filtration system for \$134,071.12 which includes installation and a one year parts and labor warranty.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

We are utilizing Ingham County's agreement with the Hospital Purchasing Services (HPS) Contract for the purchase of the ovens. HPS submitted a proposal of \$134,071.12 for the three Blodgett Combi Ovens. The Facilities Department is requesting a \$5,000.00 contingency for uncovered conditions. Funds for this project are available through CIP line item # 245-31199-978000-9F13 which has a balance of \$165,000.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with HPS for the three Blodgett Combi Ovens at the Ingham county Jail of \$134,071.12 with a \$5,000 contingency for a total cost of \$139,071.12.

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH HPS FOR THE
PURCHASE OF THREE OVENS FOR THE INGHAM COUNTY JAIL**

WHEREAS, the ovens at the Ingham County Jail are failing and repairs have become expensive; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with HPS who submitted the proposal of \$134,071.12 for three ovens for the Ingham County Jail; and

WHEREAS, the Facilities Department is requesting a \$5,000.00 contingency for any uncovered conditions; and

WHEREAS, funds are available within the approved 2019 CIP Line Item 245-31199-978000-9F13 which has an available balance of \$165,000.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with HPS 3275 N M-37 Highway Middleville, MI 49333-0247, for the purchase of Blodgett Combi Ovens for the Ingham County Jail for an amount not to exceed \$139,071.12 which includes a \$5,000.00 contingency.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 4c

TO: Board of Commissioners, Law & Courts, Finance and County Services Committees

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution to purchase washers from A&B Equipment & Sons for the Ingham County Jail

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

There are three washing machines at the Ingham County Jail that are beginning to fail and are in constant need of repair. These washers are used to wash inmate's laundry and must remain operable at all times for sanitary reasons. Parts for the units are expensive and difficult to get. A&B Equipment submitted a proposal for three commercial washing machines with the prison package for \$37,998.00 which is 28% off the list price and includes a one year manufactures warranty.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

We are utilizing Ingham County's agreement with the Hospital Purchasing Services (HPS) Contract for the purchase of the washers. A&B Equipment who is on the HPS contract submitted a proposal of \$37,998.00 for the three commercial washing machines.

Funds for this project are available through CIP line item # 595-30110-978000-9F02 which has a balance of \$38,000.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with A&B Equipment & Sons, Inc. for the three commercial washing machines at the Ingham county Jail for a total cost of \$37,998.00.

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH A&B EQUIPMENT & SONS, INC.
FOR THE PURCHASE OF THREE WASHERS FOR THE INGHAM COUNTY JAIL**

WHEREAS, the washers at the Ingham County Jail are failing and repairs have become expensive; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with A&B Equipment & Sons, Inc. a registered vendor who submitted the proposal of \$37,998.00 for three washers at the Ingham County Jail; and

WHEREAS, funds are available within the approved 2019 CIP Line Item # 595-30110-978000-9F02 which has an available balance of \$38,000.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with A&B Equipment & Sons, Inc., 635 Wellington Street Saginaw, MI 48604, for the purchase of three washers for the Ingham County Jail for an amount of \$37,998.00.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 4d

TO: Board of Commissioners, Law & Courts, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution for an agreement with Trane to overhaul the chillers at the Ingham County Jail

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

The chillers at the Ingham County Jail are over 24 years old and have outlived their useful life. Trane offers a unique overhaul on their units which costs significantly less than replacing the units.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Trane U.S. Inc. provided a quote of \$191,500.00 which includes a five year service plan. The Facilities Department is requesting a \$20,000.00 contingency for any unforeseen circumstances. Funds for this project are available through 2018 CIP line item # 245-30199-976000-8F04 which has a balance of \$435,927.81.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Trane U.S. Inc. for the overhaul of the chillers at the Ingham County Jail for \$191,500.00 with a \$20,000.00 contingency for a total cost of \$211,500.00.

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRANE U.S. INC. FOR
THE OVERHAUL OF THE CHILLERS AT THE INGHAM COUNTY JAIL**

WHEREAS, the chillers at the Ingham County Jail have outlived their useful life; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Trane US Inc. a registered vendor who submitted the proposal of \$191,500.00 to overhaul the chillers at the Ingham County Jail ; and

WHEREAS, the Facilities Department is requesting a \$20,000.00 contingency for any unforeseen circumstances that may arise with this type of project; and

WHEREAS, funds for this project are available within the approved 2018 CIP Line Item 245-30199-976000-8F04 which has an available balance of \$435,927.81.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Trane U.S. Inc., 3600 Pammel Creed Road La Crosse, WI 54601, for the overhaul of the chillers at the Ingham County Jail for an amount not to exceed \$211,500.00 which includes a \$20,000.00 contingency.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 5

TO: Law & Courts and Human Services Committees

FROM: Health Officer, Linda Vail

DATE: January 19, 2019

SUBJECT: Options for Continued Operation of Jail Medical

For the meeting agendas of January 31st, February 4th, 5th, and 6th of 2019

DISCUSSION PACKET COVER STATEMENT:

Ingham County is experiencing staffing and service delivery challenges through its current Jail Medical operations. Ingham County has relied upon medical provider coverage for Jail Medical through a provider services agreement with Michigan State University College of Nursing. However, MSU College of Nursing has declined to extend its agreement for jail services past March 31, 2019. Ingham has experienced chronic staff vacancies in County positions, coinciding with increased expectations for jail medical to perform critical functions to strategic community health and safety activities, especially facilitating treatment of substance use disorder. Given these considerations, and the opportunity to determine optimal layouts of the future jail medical facility, it is timely and necessary for Ingham County to address the structure of how to continue to provide quality correctional health services.

Therefore, I present to the Board are two approaches for discussion: Full privatization, which would consolidate services, currently provided through a hybrid of contractual and direct-hire staff, into a single contractor specialized in correctional health; or Reorganization, which would employ an entirely direct-hire staff structuring aligned with Correctional Health industry standards and norms to account for current operational and oversight demands. In either approach, there would be an increased budget allocation to Jail Medical as necessary to meet increased standards for health and safety.

The proposed reorg would reduce reliance on contractual staff services (medical providers and medication passing services) by increasing the number of direct-hire staff. This includes the addition of two newly created job descriptions, Correctional Health Administrator and Correctional Health Provider, to provide dedicated oversight to service quality and operations as well as full-time coverage by a medical provider. An increased operational budget would support the direct hire-staff and assume the full costs of operation.

Privatization (contractual) would consolidate all aspects of correctional health into a single contractual entity, with the objective of enhancing the quality of service delivery while containing costs. Privatization leverages correctional health expertise of the contracting entity, provides more cost-effective options for on-site services, and ensures minimal staffing coverage at all times.

Based on the range of bids collected from the recent RFP, the cost of reorganization and privatization are comparable. This discussion packet will provide the budgetary and operational considerations needed to assess the strengths and limitations of each approach to the future delivery of jail medical services.

Current ACTUAL ICHD COSTS		Reorg ICHD COSTS			
TOTAL SALARY AND FRINGE	\$	TOTAL SALARY AND FRINGE	\$ 1,194,412.67		
PRINTING AND BINDING	\$	PRINTING AND BINDING	\$ 500.00		
OFFICE SUPPLIES	\$	OFFICE SUPPLIES	\$ 1,500.00		
OTHER SUPPLIES	\$	OTHER SUPPLIES	\$ 700.00		
MEDICAL SUPPLIES	\$	MEDICAL SUPPLIES	\$ 18,426.00		
DRUGS & PHARMACEUTICALS	\$	DRUGS & PHARMACEUTICALS	\$ 251,500.00		
MEDICAL & DENTAL SERVICES	\$	MEDICAL & DENTAL SERVICES	\$ 40,000.00		
INPATIENT PRISONER MEDICAL	\$	INPATIENT PRISONER MEDICAL	\$ 350,000.00		
CONTRACTUAL SERVICES	\$	CONTRACTUAL SERVICES	\$ 250,000.00	CC Staffing Services	
UTILITIES	\$	UTILITIES	\$ 9,280.00		
TELEPHONE	\$	TELEPHONE	\$ 4,000.00		
EQUIPMENT REPAIR & MAIN	\$	EQUIPMENT REPAIR & MAIN	\$ 10,750.00		
SUBTOTAL	\$	SUBTOTAL	\$ 2,131,068.67	Cost difference	
IDC 10%	\$	IDC 10%	\$ 213,106.87	Current vs. Proposed	
Total Projected ICHD Estimate for Full	\$ 1	Total Projected ICHD Estimate for Full	\$ 2,344,175.54	\$ 439,886.34	
ICSO COSTS		ICSO COSTS			
Overtime Paid (\$42.17/hr)	\$	Retainer Balance for offsite costs	\$200,000		
Code Red bonus pay	\$	TOTAL PROJECTED JAIL MED COST	\$ 2,544,175.54		
Lansing Mason Area Ambulance Trans	\$				
Lansing Mason Area Ambulance Evals	\$				
Indirect costs @ 10%	\$				
CMH Contract	\$				
MSU Psychiatry	\$				
Total Projected ICSO Estimate for Full	\$				
TOTAL PROJECTED JAIL MED COST	\$2				

Comparison of Staffing, Services and Costs				
	Reorg	vs.	Contractual	
Proposed Reorg				On-site Services
Jail Medical FTE	ICJ			Primary Care Services
On-site Staff				Medication Management
Dentist	0.10	FTE		Medication Passing
Dental Assistant	0.10	FTE		Medical Assessment w.n. 14 days
Jail Healthcare Provider (NP/PA)	1.00	FTE		Chronic disease mgt
LPN	1.00	FTE		Infectious disease control
RN	5.00	FTE		Emergency triage and referral to ED
Jail Medical Associate	2.00	FTE		Off site specialty care referrals
Medical Assistant	3.00	FTE		
Correctional Health Administrator	1.00	FTE		
Contractual Staff				
Perdiem Staffing Support (Concillium)	0.0	FTE		
NP, RN, MA, LPN - Backfill as needed	0	FTE		
	0	FTE		
Off-site Staff				
DHO/ED	0.05	FTE		
Medical Director	0.05	FTE		
TOTAL FTE	13.3	FTE		
Total Health Dept. Cost (personell and non personell)	\$ 2,344,175.54			
Corizon				On-site Services
Jail Medical FTE	ICJ			Primary Care Services
On-site Staff				Medication Management
Dentist	0.13	FTE		Medication Passing
Psychiatrist	0.20	FTE		Medical Assessment w.n. 14 days
Midlevel (NP/PA)	1.00	FTE		Chronic disease mgt
LPN	2.80	FTE		Infectious disease control
RN	5.20	FTE		Emergency triage and referral to ED
Medical Assistant	2.00	FTE		Off site specialty care referrals
Medical Director	0.20	FTE		Onsite Xray -Diagnostic Service
Adminstrative Assistant	1.00	FTE		Intake Screening upon inmate entry
Administrator	1.00	FTE		Medical Direction
TOTAL FTE	13.53	FTE		Psychiatry or telepsych
Total Cost (personell and non personell)	\$ 2,032,320.00			

INGHAM COUNTY JOB DESCRIPTION

JAIL HEALTHCARE PROVIDER

General Summary: Under the supervision of and in collaboration with a staff physician, and under the management of the Corrections Health Administrator and the Medical Director for Community Health Services, the function of the Jail Healthcare Provider is to support the operation of the Jail Health Center by providing primary health care services to incarcerated adults. The Jail Healthcare Provider will also receive administrative supervision from a Jail Health Administrator.

Essential Functions:

1. Deliver primary and preventive care to patients of the Health Department within the Ingham County Jail Health Center.
2. Obtains complete medical history and physical data on patients. Performs complete physical exams, assessments and records findings. Synthesizes data to determine preliminary diagnosis and therapeutic plan consistent with current medical practice and health care needs. Utilizes the principles of prevention and promotes health and wellness.
3. Makes independent provider judgments, collaborating with supervising physician and other health care providers in managing medical needs of patients, as appropriate.
4. Manages medical emergencies. Intervenes in crisis situations, including taking action with scope of practice or referring to the appropriate health care provider or emergency services.
5. Performs treatments including minor procedures such as suture insertion/removal, cast removal, simple skin biopsies, incision and drainage, and other services as needed with scope of practice.
6. Maintains timely, accurate recording and reporting in the electronic medical record (EMR) system. Maintains and reviews patient records, charts and other pertinent information. Maintains patient confidentiality.
7. Orders, interprets, and follows up on laboratory and other diagnostic procedures. Reports and documents test and examination results.
8. Educates patients and other healthcare team members on health maintenance and disease management techniques.
9. Per licensing guidelines, prescribes and administers medications and injections according to collaborating physician direction and protocols.
10. Serve as patient advocate. Instructs patient regarding medications and treatment instructions, health maintenance, illness prevention, normal behavior, social and physical growth and development.
11. Refers patients to specialty care and in-patient hospital services as necessary. Arranges for and coordinates care across the continuum of health care and community services including patient admissions or transfers.
12. Provides consultation to registered nurses and other health team members on health care matters. Assists in establishing protocols and procedures.

13. Demonstrates ongoing professional growth through participation in relevant educational endeavors and appropriate associations.
14. Attends required meetings and participates in team meetings with other staff members. Collaborates with Health Department and Sheriff's Office staff and other agency personnel.
15. Complies with all agency policies and procedures concerning departmental compliance including privacy of protected health information.
16. Participates in the after-hours on-call system.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Master's Degree and graduate of an accredited Physician Assistant program with National Board Certification (PAC) OR Master's Degree in Nursing and relevant Nurse Practitioner training/certification in the specialty area for the position held.

Experience: A minimum of two (2) years of Physician Assistant or Nurse Practitioner experience required. Background in correctional medicine/health preferred.

Other Requirements: Licensed to practice as a PA in the state of Michigan OR possession of a current license to practice as a registered nurse in the State of Michigan, with certification of a nurse practitioner in area of specialty by the ANA or NACOG and possession of a license issued by the State of Michigan as a Nurse Practitioner. Maintain re-certification and licensing accordingly. CPR certification must be kept current and applicable. **Must undergo a background security check, as required by the Ingham County Sheriff's Office, before and at any time during employment at the Jail Health Center.**

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is exposed to noise levels which require shouting in order to be heard.
3. This position is exposed to communicable diseases, blood, other body fluids, etc.
4. This position is exposed to individuals in crisis. These individuals may suffer from mental or emotional illness, have violent tendencies or be unconcerned with their personal safety and hygiene.

Physical Requirements:

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina in climbing, balancing, stooping/crouching, squatting, kneeling, and crawling
- This position's physical requirements require regular stamina in twisting, bending, lifting, carrying pushing, pulling and pinching
- This position's physical requirements require continuous stamina in sitting, standing, walking, traversing, reaching, grasping, handling, typing and enduring repetitive movements of the wrists, hands or fingers
- This position performs medium work requiring the ability to exert between 20-50 pounds of force in the physical requirements above.
- This position primarily requires medium visual acuity to perform tasks at arm's reach such as operating machinery, operating vehicles or heavy equipment, performing cleaning tasks, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

January 2, 2019

MCF A

OR

MNA 06

INGHAM COUNTY JOB DESCRIPTION

CORRECTIONS HEALTH ADMINISTRATOR

General Summary: The Corrections Health Administrator reports to the Deputy Health Officer of Community Healthcare Services. The Corrections Health Administrator manages the Jail Health Center, located within the Ingham County Jail, in Mason, Michigan and the clinical services of the Ingham County Youth Center, in Lansing, Michigan. The Administrator is responsible for the supervision of the health clinic/center, including staff and personnel, program development and management, and budget management. The Administrator must assure that programs operate in compliance with local, state and federal standards, policies and guidelines, and grant contract conditions. He/she must coordinate activities with other Health Department program managers, other local health departments, community agencies, and health care providers.

Essential Functions:

1. Responsible for the selection, orientation, supervision and evaluation of health clinic/center personnel.
 - A. Participates in interviews and makes recommendations for hiring and the release of employees.
 - B. Responsible for orientation of clinic/center staff to assure that staff members understand objectives, policies, procedures and responsibilities.
 - C. Responsible for scheduling, assigning duties, approving leave time and/or travel vouchers, and evaluating the performance of staff.
 - D. Coordinates the scheduling and assignment of medical and/or dental providers.
 - E. Ensure and participate in continuing professional development and adequate in-service training for all staff.
2. Responsible for the ongoing functioning of the health clinic/center.
 - A. Works as part of a team to determine ways to improve health clinic/center operations.
 - C. Supervises the inventory and requisitioning of medical and/or dental and office supplies or equipment.
 - D. Responsible for keeping standards of care and routing orders current.
 - E. Supervises process to assure quality of care.
 - F. Responsible for appropriate handling of client complaints and resolving issues relevant to the operation or services of the health clinic/center.
3. Responsible for implementing plans to continually improve operations of the health clinic/center.
 - A. Participates in the development of measurable objectives within the health clinic/center.
 - B. Responsible for assuring that documentation for services is accomplished and is maintained as required by local, state and federal agencies and grant funding requirements.
4. Coordinates the activities of the health clinic/center with other Agency staff and programs, including other health clinics/centers, the Disease Control Office, the Bureau of Public Health Nursing, Billing and Reporting, Accounting, Registration and Enrollment, Health Promotion, and also with the Human Resources' Department.

5. Laisse and coordinate with County Sheriff's Office and Youth Center Director around health service delivery within correctional operations, and support coordinated programs relevant to health services, among the Health Department, Youth Center, Sheriff's Office, Courts and/or other County divisions as required.
6. Develops and maintains contacts with local, state and federal agencies, as necessary, for programmatic guidance or where collaboration exists in client care and service.
7. Develops and maintains contacts with community referral sources for clients. May represent the department to the public, speaking to community groups, explaining health concern matters, and encouraging support for programs.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Bachelor's Degree, supported by coursework in Administration. License to practice as a Registered Nurse in the State of Michigan Required. Advanced Assessment skills preferred.

Experience: A minimum of three (3) years of professional experience in a county health department, hospital, corrections/correctional health or other health care organization working directly with medical providers, patients, and community organizations.

Other Requirements:

- May provide back-fill to Nurse Practitioner to support health assessments at Youth Center.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is exposed to communicable diseases, blood, other body fluids, etc.
3. This position is exposed to individuals in crisis. These individuals may suffer from mental or emotional illness, have violent tendencies or be unconcerned with their personal safety and hygiene.
4. This position is required to travel for meetings and appointments. Some appointments may be held at personal residences where levels of cleanliness and safety vary.

Physical Requirements:

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina in climbing, balancing, twisting, bending, stooping/crouching, squatting, kneeling, crawling, pushing, pulling, grasping, handling and pinching
- This position's physical requirements require regular stamina in lifting, carrying, and reaching
- This position's physical requirements require continuous stamina in sitting, standing, walking, traversing, typing and enduring repetitive movements of the wrists, hands or fingers
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

January 2, 2019
MCF 11

TO: LAW AND COURTS AND HUMAN SERVICES COMMITTEES

FROM: LINDA VAIL, HEALTH OFFICER

DATE: JANUARY 17, 2019

RE: **REORGANIZATION OF JAIL MEDICAL**

CC: SCOTT WRIGGLESWORTH, INGHAM COUNTY SHERIFF

I. JAIL MEDICAL OVERVIEW

The Ingham County Health Department operates and oversees Jail Medical operations located within the Ingham County Jail, located at 640 North Cedar Street, Mason. Jail Medical provides health services to inmates of the Ingham County Jail and coordinates with mental health services provided through Community Mental Health of Clinton, Eaton and Ingham Counties. On any given day, the Ingham County Jail has the responsibility serve over 400 inmates.

Jail Medical Services

Jail Medical is responsible for a breadth of activities to assure the delivery of quality and medically necessary care, to inmates of the Ingham County Jail (ICJ). This includes assuring continuity of care for those receiving community medical services; providing primary and preventive care, including dental services, for the duration of an inmate's stay at the ICJ; and triage and referral of patients to specialty care and/or for urgent care or to the emergency department as warranted. Jail Medical is responsible for prescribing and dispensing medications for inmates, and complying with community care and court ordered treatment plans. Jail Medical maintains pharmaceutical supplies of needed medications, and performs medication passing services throughout the jail twice daily. Jail Medical performs health assessments on all inmates within 14 days of their incarceration, in accordance with Michigan Department of Corrections standards. Jail Medical responds to inmate health concerns through daily sick call, requests for assessment from Ingham County Sheriff's Office (ICSO) Deputies on post, and through responding to emergency back-up calls throughout the jail. All health care services encounters are documented in an Electronic Health Record (EHR) system, maintained by the Health Department. Jail medical staff also enroll/dis-enroll all qualified inmates into Blue Cross Blue Shield of Michigan (BCBSM) insurance product for community medical appointments.

Jail Medical Staffing

The current staffing plan for Jail Medical is intended to support 24/7 coverage for medical services through four full time Jail Nurse Positions. Medication ordering and on-site management, preparation and stocking of the med passing cart are overseen through a full time Licensed Practical Nurse. Twice daily medication passing to inmates via the stocked med cart throughout the jail is provided through by 1.5 FTE per-diem Medication Associates and a contract with Cross Country Staffing. Via a services agreement with Michigan State University

College of Nursing, 1.0 FTE of Nurse Practitioners provide onsite medical services, including assessment, diagnosis and treatment. Medical Services are supported through two full time Medical Assistant positions and a full time Senior Jail Nurse liaises daily with ICSO Deputies, community care providers, and CMH to coordinate inmate care. All staff and contractual service providers report directly to the Clinical Services Manager of the Community Health Centers, and receive medical direction in the form of policies, procedures, and standing orders as well as direct advisement from the Community Health Center Medical Director. Dental services are provided one morning a week by the Ingham Community Health Center's Dental Director and a Dental Assistant. Ingham has been authorized to utilize Cross Country Staffing to support 0.2 FTE per-diem staff coverage for medication passing functions, which must occur twice daily regardless of the staff status of Jail Medical.

Current Jail Medical Staffing

Jail Medical FTE		
<i>On-site Staff</i>		
Dentist	0.10	FTE
Dental Assistant	0.10	FTE
Senior Jail Nurse (Registered Nurse)	1.00	FTE
Licensed Practical Nurse	1.00	FTE
Jail Nurse (Registered Nurse)	4.00	FTE
Medication Associate (Per Diem)	1.5	FTE
Medical Assistant I	2.00	FTE
Clinical Services Manager (CHC)	0.15	FTE
<i>Contractual Staff</i>		
Nurse Practitioners (MSU) 1.0 FTE		FTE
Medication Passers (Cross Country) 0.2 FTE		FTE
<i>Off-site Staff</i>		
DHO/ED (CHC)	0.05	FTE
Medical Director (CHC)	0.05	FTE
	9.95	TOTAL FTE

Current Challenges

Today, only half of the Jail Nurse and Medical Assistant positions and 0.5 FTE Medication Associates per Diem Associates positions are filled, despite recruitment efforts. Unfilled staff positions have been a chronic issue especially over the last two years. Since September of 2018, MSU College of Nursing has been fulfilling only 0.8 FTE of its contract, and has declined to extend the services agreement beyond March 31, 2019. Chronic vacancies due to recruitment and retention challenges have diminished the ability to support round the clock assessments and triage. When onsite triage/assessment is unavailable, inmates must be "sent out" to community care, which requires costly secured transport through the ICSO. Additionally, increased urgency to address opioid-related substance use disorder through the Courts and Health Department initiatives has increased the dependency on Jail Medical to fulfil and oversee court ordered treatment and linkages to community care and treatment, for which the diminished capacity of jail medical cannot adequately support. The Clinical Services Manager has routinely contributed beyond her allocated 0.15 FTE to support operations; however, this is not sustainable. The

overage in FTE dedicated by the Clinical Services Manager detracts from her critical role in supporting the clinical quality improvement and readiness for value-based care for which the Community Health Centers are increasingly accountable for service reimbursement and compliance. The lack of dedicated oversight to support daily operations contributes to staffing challenges, and the capacity to manage operational success. With the loss of on-site medical provider services via the MSU College of Nursing Contract, the County must find an alternative option, either through direct staffing or contractual, to ensure continued medical care on-site that meets quality and compliance standards.

II. PROPOSED REORGANIZATION

In response to the challenges identified above, the Health Department is proposing the following reorganized model:

Proposed

Jail Medical FTE		
<i>On-site Staff</i>		
Dentist	0.10	FTE
Dental Assistant	0.10	FTE
Correctional Health Administrator	1.00	FTE
LPN	1.00	FTE
Jail Nurse (Registered Nurse)	5.00	FTE
Medication Associate (Per Diem)	2.00	FTE
Medical Assistant I	3.00	FTE
Jail Healthcare Provider (NP/PA)	1.00	FTE
<i>Contractual Staff</i>		
Per-diem Staffing Coverage Support (Cross Country Staffing - NP, RN, MA, LPN - Backfill as needed)	VARIES	FTE
<i>Off-site Staff</i>		
DHO/ED	0.05	FTE
Medical Director	0.05	FTE
TOTAL FTE	13.3	Total FTE

The proposed staffing model includes the addition of two new job descriptions: Correctional Health Administrator and the Jail Healthcare Provider. The Jail Health Care Provider position would enable the County to direct-hire a Nurse Practitioner or Physician's Assistant to provide 40 hours a week of on-site medical provider services, and eliminate the reliance on contractual medical providers. The Correctional Health Administrator would provide all operational oversight and management of jail medical/correctional health services, including coordination with the Courts, Health Department and other community agencies which require jail medical engagement with implementation of court ordered or community health and safety initiatives. The addition of a full-time onsite Correctional Health Administrator would eliminate the necessity of the Senior Jail Nurse position. The Senior Jail Nurse Position would be converted to a an additional 1.0 FTE Jail Nurse position, increasing the registered nurse staffing levels to 5.0 FTE, which assures greater 24/7 Nurse coverage. In addition, the Medication Assistant I and

Medication Associate FTEs would also be increased to assure daily minimum staffing coverage requirements to support critical jail functions, including daily medication passing to inmates.

In addition, it is recommended that in future budget years, starting with Fiscal Year 2020, a retainer fund of \$200,000 annually be held as a cost containment and tracking strategy, to account for the full costs of off-site care, including ICSO secured transport costs. An additional \$250,000 is budgeted to cover an expansion of the existing per-diem professional staffing coverage contract provided via Cross Country Staffing to include other medical professional staffing positions, including Nurse Practitioners, LPNs and Registered Nurses to maintain minimal staffing levels as County positions are posted and filled. It is recommended that funds be provided through an increase in general fund allocation to cover the additional personnel cost of this reorganization. The total personnel and budget reorg results in a cost increase of \$2,353,809.34, which is an increase of up to \$449,520.14 from the current Health Department budget for FY 19 (see attached Budget Comparison). It is imperative that the reorg be funded as Jail Medical provides a critical service, for which the quality of care and cost containment of requires adequate staff support and oversight.

Introduced by the Law & Courts, Human Services and County Services Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A RE-ORGANIZATION OF JAIL MEDICAL

WHEREAS, the Health Department currently operates Jail Medical services, to provide primary and preventive health care services to inmates of the Ingham County Jail; and

WHEREAS, the medical provider services agreement with Michigan State University College of Nursing for full-time Nurse Practitioner services expires on March 31, 2019, and will not be extended; and

WHEREAS, given this, the Health Department has taken sufficient time to re-evaluate the current jail medical operation and has determined that a reorganization is required and necessary to ensure 24/7 staff coverage and capacity to delivery high quality and compliant services; and

WHEREAS, the Health Department is recommending the creation of a Jail Medical Provider, which would be a Nurse Practitioner (MNA 06) or Physician Assistant (MCF A), to provide on-site full-time preventive and primary care services; and

WHEREAS, the Health Department is also recommending the creation of a Correctional Health Administrator (MCF 11) position to provide full-time dedicated supervision and management to support staffing level stability and jail medical service performance that meets quality and compliance with accreditation standards for health care of the jail; and

WHEREAS, the creation of the Correctional Health Administrator eliminates the need for the 0.15 FTE of the Clinical Services Manager and the Senior Jail Nurse (ICEA) position; and

WHEREAS, the Senior Jail Nurse position would be converted to an additional 1.0 FTE Jail Nurse (ICEA) position to support staffing levels capable of ensuring 24/7 coverage of registered nurses; and

WHEREAS, the Health Department also recommends the creation of an additional 1.0 FTE Medical Assistant I and 0.5 FTE Medication Associates positions, to support enhanced service delivery, particularly related to meeting substance use disorder treatment and medication assisted treatment objectives of the Court and Health Department's community health and safety initiatives; and

WHEREAS, the Health Department also recommends an expansion of the existing per-diem medical staffing contract with Cross Country Staffing to include Nurse Practitioner/Physician Assistants and Registered Nurses staffing in order to assure minimal staffing levels are maintained at all times at Ingham County Jail for continuity of care as vacant staff positions are posted and filled through direct-hire, effective March 1, 2019, for an amount not to exceed \$250,000 annually; and

WHEREAS, the costs for per-diem staffing through Cross Country Staffing shall be covered through cost savings of the vacant staff position costs; and

WHEREAS, the Budget Office has calculated that this re-organization will result in annual cost of \$2,353,809.34, which is an increase of up to \$449,520.14 from the current Health Department budget for FY 19; and

WHEREAS, the MNA and ICEA Unions have reviewed the proposed re-organization and have no objections.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the proposed reorg of Jail Medical, to be effective March 1, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves the creation of a 1.0 FTE Correctional Health Administrator (MCF 11) and 1.0 FTE Jail Medical Provider (MNA 06 or MCF A) positions.

BE IT FURTHER RESOLVED, that the Senior Jail Nurse Position (#301215, ICEA) be converted to a new Jail Nurse (ICEA) position.

BE IT FURTHER RESOLVED, that the creation of the Correctional Health Administrator eliminates the need for the 0.15 FTE of the Clinical Services Manager, which shall be returned the Community Health Center Administration Budget.

BE IT FURTHER RESOLVED, that Ingham County Board of Commissioners also approves the creation of an additional 1.0 FTE Medical Assistant I position and increase the maximum of per-diem Medication Associates from 1.5 FTE to 2.0 FTE.

BE IT FURTHER RESOLVED, that Ingham County Board of Commissioners also approves the expansion of the existing per-diem medical staffing contract with Cross Country Staffing to include Nurse Practitioner/Physician Assistants and Registered Nurses staffing in order to assure minimal staffing levels are maintained at all times at Ingham County Jail for continuity of care as vacant staff positions are posted and filled through direct-hire, effective March 1, 2019, for an amount not to exceed \$250,000 annually.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the Health Department's Jail Medical 2019 Budget and Position Allocation List in accordance with this Resolution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.

Points of consideration for Contractual Jail Medical (privatization)

- Privatization offers true cost containment for all jail medical services and oversight through a single contract, at a cost comparable to the proposed reorganization of Jail Medical County-run operation. (However, County run-operation does not truly have a cost containment cap).
- Privatization leverages industry expertise and specialization in correctional health services, including demonstrated track records in meeting and exceeding accreditation, quality and compliance standards
- Privatization assures accountability to meet compliance and accreditation standards of care, lest the vendor be found in breach of contract. A contractual provider is motivated to attain the highest quality of service and meet the County's needs in order to maintain the contract.
- Privatization offers a strategy to assure minimal staffing levels are constantly maintained through its vast staffing networks, and training and onboarding programs. This is beyond what can be leveraged through a County direct-hire staffing model, which requires additional per-diem staffing service contract for when County positions are unfilled, and longer training and onboarding timelines.
- Privatization can deliver more on-site services within its single contract and cost contained structure. For instance, on-site radiology or other beneficial services, which would reduce the number of costly "send outs" through a Deputy secured transport. For the County, each onsite service includes individual contracts with each provider to manage, and additional costs to each.

Points of Consideration for selection of Corizon above other RFP Responses.

Of the four responses considered from the Jail Medical Request for Proposals, it is the recommendation of the evaluation committee that Corizon offered the most cost effective, comprehensive response which is most aligned with Ingham County's stated need.

Compliance with RFP Instructions, and Ingham County's Stated Need:

- Corizon provided a pro-active and localized proposal based on the RFP and their observations from the Ingham County Jail tour.
- Corizon was the only respondent to include signed letters of intent from identified community partners and potential subcontractors. The identified partners align with Ingham County's existing partnerships, including Community Mental Health Authority of Clinton, Eaton and Ingham Counties.
- Corizon was the most specific and detailed in their responses to each question of the RFP compared to other respondents.

Project Approach:

- Corizon offered a superior on-site services model for both medical and dental services, including health maintenance exams for all inmates after 365 days in jail, psych-med services, chronic care management, annual flu shots, and provision of medical devices.
- Corizon specifically responded to its approach to assuring medication passing services twice a day every day, including County Holidays.
- Corizon proposed a 13.53 FTE staffing model, which is on par with the Health Department's Reorganization Proposal, to assure 24/7 staffing coverage.
- Corizon included dedicated nurse at jail intake to perform health screening and assessment, which eases efficiency of health intake procedures of the Ingham County Sheriffs Office, and offers greater care continuity throughout an inmate's stay through discharge.
- Corizon will release inmates with a 5 day supply of medications, not just 3 days as compared to the other competitive bids.

- Corizon offered flexibility to work around inmate court dates, and described how they will send released inmates their medications and care plan information, which other respondents did not speak to.
- Corizon provides printed discharge information to patients for each encounter and release from jail medical.
- Corizon addressed on-site services, including EKG and labs in their response. Specifically, Corizon provides phlebotomy on onsite and lab specimen collection, which was not addressed in other competitive bids.
- Corizon will manage medical waste removal for the entire jail, not just the medical clinic, which was unique from other respondents.
- Corizon will supply and oversee maintenance of AED's, as well as stock of first aid kits and Narcan on posts throughout the jail.
- Corizon offered the most impressive staff recruitment, selection, retention and continuing education model, which supports greater staff recruitment and retention success (consistent staffing).

Qualifications and Experience:

- Corizon has an extra 25 years of experience over other respondents.
- Corizon's regional Headquarters is here in Lansing, and has operations in Kent, Calhoun, Genesee and Saginaw Counties. Their proximity and familiarity was clearly helpful in their ability to provide a custom localized bid.
- Corizon has the Michigan Department of Corrections (MDOC) contract, which is favorable to support continuity of care for Ingham County Jail's MDOC inmates, and provides access to a larger pool of information from Corizon's medical history database.
- References from Corizon clients were positive and affirming of their qualifications and experience.
- The transition of existing jail medical records to the vendor's electronic medical record system was most comprehensively addressed by Corizon.
- Corizon has experience with telemedicine services, which may be of value to Ingham County as a way to expand access to medication assistant Substance Use Disorder Treatment later on.
- Corizon offers ambulatory detoxification with physicians certified by the American Society of Addiction Medicine and provided letters of intent demonstrating relationships with the local medication assisted treatment facilities in the community, including methadone clinics. Corizon spoke most comprehensively of its use of evidence-based substance use disorder screening and treatment tools.

Cost:

- Corizon offered almost 4 FTE staff persons (an approximately \$300,000 - \$400,000 value in salaries and fringes) more than the lowest bid, which offered only 9.0 FTE of staff. Corizon was still just \$161,000 higher in overall cost than the lowest bid.
- Corizon provides its own technology hardware and infrastructure within its contained cost proposal. Other respondents sought the County to provide IT hardware.
- Other respondents required an indemnification clause to their contract, which the County is not capable to honor.
- Corizon provided a direct response to handling enrollment of eligible inmates in the Blue Cross Blue Shield (BCBS) health plan for community care. Corizon included a letter of intent to work BCBS and described its process for billing inmate insurance as possible.
- Corizon covers up to \$200,000 in additional costs for off-site care, which aligns with current costs trends. Because of the array of services Corizon offers to provide on-site, which currently require inmates to be sent-out to community providers with a secured transport, containing costs within the \$200,000 threshold would be feasible.

**JACKSON COUNTY BOARD OF COMMISSIONERS
RESOLUTION # 01-19.06
Michigan Indigent Defense Commission**

WHEREAS, The State of Michigan created Act 93 of 2013 Michigan Indigent Defense Commission Act, MCL 780.981, effective July 1, 2013, an act to create the Michigan Indigent Defense Commission (MIDC) and to provide for its powers and duties, to provide indigent defendants in criminal cases with effective assistance of counsel, to provide for the appointment of legal counsel, to provide for and limit certain causes of action and to provide for certain appropriations and grants; and

WHEREAS, MCL 780.993(6-7) and MCL 780.997(2) provide that the state of Michigan will pay for any increased funding that is necessary to meet minimum standards developed by the MIDC. The MIDC Act requires the state to provide grants to local delivery systems (trial court funding units), in order to comply with the new standards. A local system's duty of compliance is dependent on this funding; and

WHEREAS, the first four out of eight standards have been approved by MIDC with the final 4 standards pending approval at this time; and

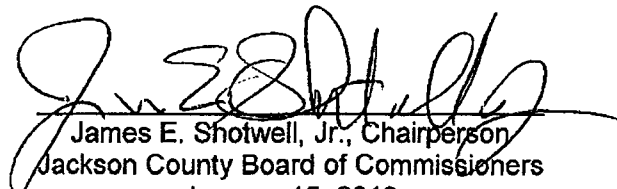
WHEREAS, Jackson County was advised March 27, 2018 that the MIDC had approved it's required compliance plan for the first four standards with approved funding from the State of Michigan in the amount of \$1,244,032.74 for fiscal year 2018; and

WHEREAS, additional concerns have developed with regard to the actual complete funding from the State of Michigan of actual increased costs due to compliance with the MIDC standards; and

WHEREAS, it has come to the attention of Jackson County that additional expenses such as court and prosecutor staffing and additional duties resulting from compliance will not be covered under compliance plan grant funding, thereby creating unfunded mandates on local systems of delivery; and

WHEREAS, additional amended legislation regarding 2018 Public Act 214, MCL 780.993(17), effective December 23, 2018 requires 20 percent of payments from partially indigent defendants with court appointed attorneys to be remitted to the Department of Licensing and Regulatory Affairs, creating additional unfunded mandates on the local systems of delivery.

THEREFORE, BE IT RESOLVED, Jackson County chooses not to enter into an agreement for compliance and funding with MIDC until such time as full funding is provided for compliance with all new MIDC standards.


James E. Shotwell, Jr., Chairperson
Jackson County Board of Commissioners
January 15, 2019

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

I, Amanda L. Kirkpatrick, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners at a Board meeting thereof held on the 15th day of January, 2019 the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have affixed my official signature this 15th day of January, 2019


Amanda L. Kirkpatrick, County Clerk