THE HUMAN SERVICES COMMITTEE WILL MEET ON MONDAY, SEPTEMBER 17, 2018 AT 6:30 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Approval of the August 27, 2018 Minutes
Additions to the Agenda
Limited Public Comment

1. **Ingham Health Plan – Health Services Millage** *(Discussion)*

2. **Fair Office**
   a. Resolution to Authorize an Agreement with Spicer Group to Develop Specifications for the Improvements to the Four Pole/Horse Barns on the Ingham County Fairgrounds
   b. **Fair Budget Projection** *(Discussion)*

3. **Parks Department**
   a. Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to **Hawk Island**
   b. Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to **Lake Lansing South**

4. **Health Department**
   a. Resolution to Accept 2018 Health Center Quality Improvement Funds
   b. Resolution to Extend Agreement with MDHHS with Additional Funds to Provide Refugee Health Assessments
   c. Resolution to Amend **Clean Sweep Agreement**
   d. Resolution to Authorize a Purchase and Services Agreement with **Otech Group LLC**
   e. Resolution to Create Staff Positions for **Sparrow-VOA**
   f. Resolution to Authorize an Agreement with **Southeastern Michigan Health Association**
   g. Resolution to Convert WIC Family/Child/Infant Advocate Position to Medical Assistant I Position

5. **Human Services Committee**
   a. Resolution to Authorize a Cooperative **Cash Match Agreement** with Michigan Rehabilitation Services
   b. Resolution to **Amend Resolution #18-113** Authorizing an Agreement with Weitz & Luxenberg, P.C. to Represent Ingham County in Litigation Against Manufacturers and Wholesale Distributors of Opioids
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.
Members Present: Banas, Sebold, Nolan, Koenig (arrived at 6:04 p.m.), and Naeyaert

Members Absent: Tennis

Others Present: Tim Dolehanty, Jared Cypher, Teri Morton, Michael Townsend, Tim Morgan, Carol Kehoe, Eric Thelen, Stacia Chick, Teresa Kmetz, Mark Stevens, Bill Hendrian, Mary Ann Nolan, Jamie Griggs, Jill Bauer, Mark McCorkle, Lindsey LaForte and others

The meeting was called to order by Chairperson Banas 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 August 20, 2018 Minutes

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. NAEYAERT, TO APPROVE THE MINUTES OF THE AUGUST 20, 2018 HUMAN SERVICES COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Koenig.

Additions to the Agenda

None.

Limited Public Comment

None.

1. Budget Hearings
   a. Community Agencies ........................................................................................................ 4-1
   b. Community Mental Health ............................................................................................... 4-2
   c. Cooperative Extension ...................................................................................................... 4-5
   d. Department of Human Services ...................................................................................... 4-21
   e. Fair .................................................................................................................................. 4-29
   f. Health Department ........................................................................................................... 4-39
   g. Housing Commission ........................................................................................................ 4-81
   h. Medical Care Facility ...................................................................................................... 4-84
   i. Medical Examiner .......................................................................................................... 4-88
   j. Mid-Michigan 2-1-1 Alliance ......................................................................................... 4-91
   k. MSHN Substance Abuse .................................................................................................. 4-92
   l. Parks ................................................................................................................................ 4-94
   m. Transportation Millage .................................................................................................... 4-105
Chairperson Banas asked those departments or affiliated entity representatives that were satisfied with their pieces of the Controller’s Recommended Budget to state their name and department.

The following representatives stated they were satisfied with their piece of the Controller’s Recommended Budget:

<table>
<thead>
<tr>
<th>Representative</th>
<th>Department or Affiliated Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carol Kehoe</td>
<td>Department of Health and Human Services</td>
</tr>
<tr>
<td>Eric Thelen</td>
<td>Ingham County Health Department</td>
</tr>
<tr>
<td>Stacia Chick</td>
<td>Community Mental Health</td>
</tr>
<tr>
<td>Teresa Kmetz</td>
<td>Capital Area United Way/2-1-1</td>
</tr>
<tr>
<td>Mark Stevens</td>
<td>Ingham County Medical Care Facility</td>
</tr>
<tr>
<td>Bill Hendrian,</td>
<td>MSU Extension</td>
</tr>
<tr>
<td>Tim Morgan</td>
<td>Parks Department</td>
</tr>
<tr>
<td>Mark McCorkle</td>
<td>Ingham County Fair</td>
</tr>
<tr>
<td>Mary Ann Nolan</td>
<td>Tri-County Aging Consortium</td>
</tr>
<tr>
<td>Jamie Griggs</td>
<td>Capital Area Mentoring Partnership</td>
</tr>
</tbody>
</table>

2. **Final Ranking**

Commissioner Nolan asked about the other departments included in this budget hearing who had not come to the hearing, for example, Veteran’s Affairs, CATA, Community Agencies, the Medical Examiner and Housing Commission. She further stated that she felt it was unusual for so many to not attend a budget hearing.

Jared Cypher, Deputy Director, stated that the Community Agencies did not regularly attend these meetings. He further stated that the funding for the Housing Commission was a pass through from federal funding.

Mr. Cypher stated that the Medical Examiner was contracted through Sparrow. He further stated that the MSHN Substance Abuse received 50% of PA 2 funds that the County received.

Mr. Cypher stated that Transportation was a voter approved millage. He further stated that there was a resolution concerning the Capital Area Transportation Authority (CATA) which had been tabled at an earlier meeting.

Commissioner Koenig arrived at 6:04 p.m.

Commissioner Nolan stated that there was an issue with CATA and that she was concerned about it.
Mr. Cypher stated that Veteran’s Affairs was not at the hearing, but they had a status quo budget and did not have any cuts.

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. NAeyaert, TO APPROVE THE CONTROLLER’S RECOMMENDED BUDGET WITH THE REMOVAL OF THE TRANSPORTATION PORTION OF THE BUDGET.

Teri Morton, Deputy Controller, stated that the transportation portion of the budget only approved the millage amount and the funding with CATA was a separate item. She further stated that Veteran’s Affairs was also reliant on this millage for their transportation.

Ms. Morton stated that perhaps splitting the question would allow others reliant on the transportation millage to still receive their funds.

Mr. Cypher stated that this budget was setting the millage levy. He further stated the contract with CATA was a separate resolution.

Mr. Cypher stated that the millage levy could be set tonight and that money did not have to be sent to CATA until there was a resolution.

Commissioner Nolan stated that was what the tabled resolution was about. She asked if CATA was aware of the resolution.

Mr. Cypher stated that he had spoken with CATA after the resolution was tabled and they would have an answer for the County in October.

Commission Sebolt stated that he had also spoken with members of the CATA Board and the change needed was a bylaw change which could not happen until their September meeting. He further stated that he would support holding on to the contract also.

Commissioner Sebolt stated that he was supportive of approving the budget as recommended but withholding CATA’s contract at this time.

Commissioner Nolan withdrew the portion of her motion withholding approval of the transportation funds.

THE MOTION, APPROVING THE CONTROLLER’S RECOMMENDED BUDGET, CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

Mr. Cypher stated that the Ingham County Health Plan (ICHP) was not entirely happy with the recommended budget but they will be before the Committee in September to discuss their issues. He further stated that they had issues for 2018 and 2019 that need to be worked through.

Commissioner Koenig asked for a preview of what the ICHP needed.

Mr. Cypher stated that they needed $1.3 million.
Commissioner Koenig asked how much they had in reserve.

Mr. Cypher stated that they had about $7 million in reserve at the end of 2017.

Commissioner Koenig stated that they could talk about this in greater detail at the next meeting.

Chairperson Banas asked for clarification of the amount the ICHP was asking for because she had heard the number $600,000 earlier.

Mr. Cypher stated that they are asking for $600,000 additional for 2019 for a total of $1.3 million because of adding bridge coverage people.

Chairperson Banas stated that that was approximately 400 people.

Mr. Cypher stated that was correct.

Commissioner Nolan stated that she also sits on the ICHP Board and their reserves are going down fairly quickly. She further stated that she expected their reserves to be down to $4 million within the next year which was fine.

Commission Nolan stated that she thought that they should reconsider covering the bridge people.

Commissioner Sebolt stated that had had long been supportive of funding the bridge people. He further stated that he was concerned with the fund balance going any lower.

Commissioner Sebolt stated that with possible Federal changes to the Affordable Care Act (ACA) and the State’s work requirements for Medicaid, the need for health insurance was going to increase. He further stated that there was a high probability of a need to dip into fund balance even more.

Commissioner Sebolt stated that it would be wise to collect more from the millage while they are able in order to avoid a catastrophe health care wise.

Commissioner Koenig stated that she agreed with Commissioner Sebolt that they needed continue to provide services for people who did not have access to healthcare. She asked what was the ICHP’s plan to continue funding in the future.

Commissioner Nolan stated that they did not have a plan. She further stated that they have no idea if Donald Trump would be re-elected or not and what the Federal Government would do to healthcare.

Commissioner Nolan stated that it was critical to have the ICHP structure in place.

Commissioner Koenig stated that basically the only financial supporter of ICHP was the County.
Commissioner Nolan stated that was basically true with a bit of funding from community health workers added in.

Commissioner Naeyaert asked where the people would go if they did not have ICHP coverage. She asked if they would come to Health Department for care.

Commissioner Nolan stated that they would go to the Health Department for care.

Mr. Cypher stated that many do come to the Health Department already.

Commissioner Koenig stated that either way the County was paying for their care.

Commissioner Nolan stated that it would be either general fund money funding this health care if these people came directly to the Health Department without ICHP or millage money paying for the health care if they had ICHP.

Chairperson Banas stated that changes in the Michigan Legislature and Governor’s Office could create changes in the expanded Medicaid program. She asked how many people were using expanded Medicaid in the County.

Mr. Cypher stated that he was unsure of the number.

**Chairperson Banas asked Mr. Cypher to find out how many Ingham County residents relied on Medicaid expansion.**

Commissioner Sebolt stated that there were 680,000 people using expanded Medicaid across the State.

Chairperson Banas stated that the Committee needed to look at what the landscape would look like with the political changes. She further stated that the question was where the money would come from because there was no doubt that these people needed healthcare.

Commissioner Naeyaert stated that it was a huge mistake to budget or plan based on the political climate.

Chairperson Banas stated that we need to know the scenarios.

Commissioner Naeyaert stated that either a Democrat or Republican would be the Governor, but there are so many other variables with Congress and the State Legislature that it was impossible to plan for every scenario. She further stated that once it happened, the County could adjust.

Commissioner Koenig stated that she agreed with Commissioner Naeyaert. She further stated that she never would have thought that Governor Snyder would be behind the Medicaid expansion, but he was.
Commissioner Koenig stated that the ICHP used to employ more people and have programs that brought in money as a source of funding. She further stated that the ICHP should be creative about funding and perhaps the Committee should offer suggestions to grow ICHP.

Commissioner Naeyaert stated that the County had had these discussions about how to be creative. She further stated that this was the only health plan in the state and wondered what were other counties doing.

Commissioner Naeyaert asked if the County was behind other counties since they were the only one with a health plan or if that made the County a leader on this issue.

Chairperson Banas stated that there were something like 17 plans like this at one time.

Mr. Cypher stated that there had been many all around the state and Washtenaw was the only other one left with Ingham County.

Commissioner Koenig stated that the ICHP had helped to manage many of the other plans and that was one way that they were able to bring in additional funding.

Commissioner Sebolt stated that according to MLive there was about 20,000 people on the Healthy Michigan Plan which was the Medicaid expansion program.

Chairperson Banas stated that around the high point she thought that there were about 15,000 people using ICHP.

Commissioner Koenig stated that the max clients of ICHP had been about 16,000 people.

Chairperson Banas stated that there was a lot to consider and think about. She further stated that it seemed that it was the consensus to continue to provide coverage.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:20 p.m.
SEPTMBER 17, 2018 HUMAN SERVICES AGENDA
STAFF REVIEW SUMMARY

ACTION ITEMS:
The Deputy Controller is recommending approval of the following resolutions

2. **Fair Office**
   a. **Resolution to Authorize an Agreement with Spicer Group to Develop Specifications for the Improvements to the Four Pole/Horse Barns on the Ingham County Fairgrounds**
   This resolution authorizes an agreement with Spicer Group, for the schematic design and construction services of the four pole/horse barn improvements at the Ingham County Fairgrounds for a total cost of $27,500. Improvements will include installing concrete floors in each of the barns as well as the grading in and around the pole barns. Funds are available in the 2018 Fair budget.

3. **Parks Department**
   a. **Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Hawk Island**
   This resolution authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Hawk Island grant applications which include a local match request in the amount of $548,500 from the trails & parks millage. The DNR Trust Fund application includes a new paved path, in lieu of the boardwalk along the bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot, and docks, three new fishing piers/lookout docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road. The DNR Land & Water Conservation application includes an accessible canoe/kayak launch, a new floating pedal boat/row boat dock with slips, two new Sun-Shade Shelters, new trash/recycling bins, new concrete walks, native landscaping, and parking lot striping.

   b. **Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Lake Lansing South**
   This resolution authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Lake Lansing South grant applications which include a local match request in the amount of $1,040,200 from the trails & parks millage. The Michigan Department of Natural Resources Trust Fund application includes removal of the existing restroom/concession building, removal and relocation of the Sunrise pavilion, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room, picnic tables with umbrellas near the concession area, six Interpretive Signs to talk about the historical significance of the park, a new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor Showers. The Michigan Department of Resources Land & Water Conservation Fund application includes asphalt paving of the portion of the existing parking lot closest to the ADA parking, drainage improvements around the parking lot, improving the overflow parking area with gravel and pave ADA parking spaces, new walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell, picnic tables with umbrellas near the concession area, landscaping to include native plants and bio-swales.

4. **Health Department**
   a. **Resolution to Accept 2018 Health Center Quality Improvement Funds**
   This resolution accepts a grant supplement of $87,459 allocated for 2018 Health Center Quality Improvement funds, which shall be available through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020.
b. **Resolution to Extend Agreement with MDHHS with Additional Funds to Provide Refugee Health Assessments**

This resolution authorizes an amendment to the terms of the Refugee Health Assessment Services agreement with Michigan Department of Health and Human Services to extend the terms through September 30, 2019 and increase the maximum allowable funds to $1,006,400.

c. **Resolution to Amend Clean Sweep Agreement**

This resolution amends the Clean Sweep agreement with MDARD authorizing ICHD to accept an additional $10,000 for the period of October 1, 2017 through September 30, 2018.

d. **Resolution to Authorize a Purchase and Services Agreement with Otech Group LLC**

This resolution authorizes a services agreement with OTech Group, LLC for electronic screening services effective October 1, 2018 and is automatically renewable on an annual basis for a total amount of $47,500. The total cost for year one of $47,500 will be paid through the AIMS grant award. Ongoing annual maintenance costs shall be covered through program revenue associated with increased substance abuse treatment services.

e. **Resolution to Create Staff Positions for Sparrow-VOA**

Ingham County Health Department (ICHD) wishes to create 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), effective October 1, 2018, with the start of Fiscal Year 2019. Resolution #17-328 authorized the transfer agreements for ICHD to acquire the Sparrow-VOA Community Health Center into its network of Federally Qualified Health Center (Ingham Community Health Centers). As part of those transfer agreements, as amended through Resolution #18-233, existing leased non-provider Sparrow staff of the Sparrow-VOA would be migrated into County staff positions by October 1, 2018. Any vacancies of leased non-provider staff positions would be posted and filled as County staff positions as incurred, in accordance with the terms of the amended transfer agreement. Therefore, staff positions must be created effective October 1, 2018, with the start of Fiscal Year 2019, in order for existing leased non-provider staff to be placed in, or to be posted and filled if the leased position is vacant.

The County Staff to be created are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
<th>County Position #</th>
<th>FTE</th>
<th>County Position</th>
<th>Budgeted Salary Costs FY 2019</th>
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<tbody>
<tr>
<td>RN Supervisor</td>
<td>601510</td>
<td>1.00</td>
<td>Health Center Nurse</td>
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<td>Medical Assistant</td>
<td>601506</td>
<td>1.00</td>
<td>Medical Assistant I</td>
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<td>Medical Assistant I</td>
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<td>601509</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
</tbody>
</table>

The costs of the created County staff positions are included in the proposed budget for FY 2019.

f. **Resolution to Authorize an Agreement with Southeastern Michigan Health Association**

This resolution authorizes an agreement with SEMHA to accept $10,000 in funds for hiring a temporary parent liaison effective October 1, 2018 through September 30, 2019.

g. **Resolution to Convert WIC Family/Child/Infant Advocate Position to Medical Assistant I Position**

This resolution authorizes the conversion of the Family/Child/Infant Advocate position #601153 to a Medical Assistant I position in the WIC Program. This staffing change will enable Ingham County WIC to comply with State and Federal WIC policies. There is no financial impact to make the change. Both the Family/Child/Infant Advocate position and the Medical Assistant I position are UAW-Technical, Office, Paraprofessional Service Grade D positions.
5. **Human Services Committee**
   a. **Resolution to Authorize a Cooperative Cash Match Agreement with Michigan Rehabilitation Services**

This resolution authorizes Ingham County to act as the fiduciary pass-through agency in a cash match agreement with Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services. Match funding is provided by Peckham, Inc. The agreement will not exceed $444,444 ($120,000 local match). The agreement with Michigan Rehabilitation Services will be for the time period of October 1, 2018 through September 30, 2019.

**OTHER ITEMS:**
1. **Ingham Health Plan – Health Services Millage (Discussion)**

2. **Fair Office**
   b. **Fair Budget Projection (Discussion)**

5. **Human Services Committee**
   b. **Resolution to Amend Resolution #18-113 Authorizing an Agreement with Weitz & Luxenberg, P.C. to Represent Ingham County in Litigation Against Manufacturers and Wholesale Distributors of Opioids**

The County Attorney is unable to approve the proposed agreement as to form. Adoption of this resolution is a business and policy decision of the Board of Commissioners.
Ingham County has a 2018 health services millage contract with Ingham Health Plan Corporation (IHPC) in an amount not to exceed $1 million. As the chart below details, projections show that Ingham Health Plan’s expenses on members eligible to be covered under the contract are projected to exceed the $1 million cap by approximately $300,000.

<table>
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<tr>
<th>Month</th>
<th>Millage Eligible Members</th>
<th>Total Members</th>
<th>Medical Expenses</th>
<th>Pharmacy Expenses</th>
<th>Dental Expenses</th>
<th>Dental Credits</th>
<th>Admin</th>
<th>TOTAL</th>
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<td>1651</td>
<td>$45,787</td>
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IHPC’s 2019 budget request also exceeds the Controller recommended contract amount of $1 million by $639,915. This request includes county millage funding for all IHPC members.

<table>
<thead>
<tr>
<th>1650 monthly membership</th>
<th>19,800 member months</th>
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<tr>
<td>Services</td>
<td>PMPM</td>
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<tr>
<td>Medical</td>
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<tr>
<td>Pharmacy</td>
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</tr>
<tr>
<td>Dental</td>
<td>$17.02</td>
</tr>
<tr>
<td>Administration @ 20%</td>
<td>$13.80</td>
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<tr>
<td><strong>Total Millage Request</strong></td>
<td><strong>$82.82</strong></td>
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### Ingham Health Plan
#### Corporation PROJECTED 2019
#### Budget
##### (Health Plan & CareHub Division)

#### REVENUE

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<td>McLaren HP Hub</td>
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<td>McLaren HP CHW Ingham</td>
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<td>Asthma HP Revenue</td>
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<td>MDHHS Special Projects</td>
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<td>Investments</td>
<td>$60,000</td>
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<td>Millage Revenue</td>
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<td>Member Revenue</td>
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<td>Washtenaw TPA</td>
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<td>Medicaid Match</td>
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<td><strong>TOTAL</strong></td>
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#### EXPENSE

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<td>Building Expense</td>
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<td>Claims Processing Charges</td>
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<td>Contracted Services/Consulting</td>
<td>$20,000</td>
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<tr>
<td>Dental</td>
<td>$336,996</td>
</tr>
<tr>
<td>Depreciation</td>
<td>$166,221</td>
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<td>Dues/subscriptions</td>
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<tr>
<td>Information Technology</td>
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<td>Insurance/liability</td>
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<td>Marketing/advertising</td>
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<td>Medical Services</td>
<td>$861,300</td>
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<td>Mileage</td>
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<tr>
<td>Pharmacy Services</td>
<td>$168,300</td>
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<td>Pharmacy Services (Admin)</td>
<td>$34,650</td>
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<td>Payroll and Benefits *</td>
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<td>Travel/conference</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 2,806,730</strong></td>
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#### Surplus/(Deficit)  

<table>
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<tbody>
<tr>
<td><strong>Surplus/(Deficit)</strong></td>
<td><strong>$(723,382)</strong></td>
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*IHPC Fund Balance*

---

<table>
<thead>
<tr>
<th>Position</th>
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</thead>
<tbody>
<tr>
<td>Executive Director</td>
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<tr>
<td>Associate Director</td>
<td>1</td>
</tr>
<tr>
<td>CareHub Programs Manager</td>
<td>1</td>
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<tr>
<td>Health Plan Coordinator</td>
<td>1</td>
</tr>
<tr>
<td>Member &amp; Provider Support Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Community Outreach Coordinator</td>
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</tr>
<tr>
<td>Enrollment Specialist</td>
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<tr>
<td>Community Health Worker</td>
<td>1.5</td>
</tr>
<tr>
<td>Nurse/Asthma Educator</td>
<td>1</td>
</tr>
<tr>
<td>Database Manager/IT Support</td>
<td>0.5</td>
</tr>
</tbody>
</table>
So there are two issues:
   1. How to address the 2018 overage in ‘millage eligible’ costs.
   2. What to do about IHPC’s 2019 budget request.

Several options exist:

1. Do nothing, and keep the IHPC contract at $1 million for both 2018 and 2019. This would potentially require IHPC to use their reserves to cover the excess. As of the end of FY 2017 IHPC had a fund balance of approximately $7 million.

2. Utilize County health services millage reserves. At the end of FY 2017 the County’s reserves were $825,023. If this option were chosen, it may only be viable for one or two years before the County’s reserves were depleted.

3. Increase the millage levy. The Board has the authority to go as high as .52 mills, per the ballot language approved by the voters. Potential levies are listed below:
   .35 mills (current) = $2,590,149
   .4 mills = $2,960,170
   .45 mills = $3,330,191
   .5 mills = $3,700,212
   .52 mills = $3,848,221

4. Some combination of the above three options.

Keep in mind there are several other planned expenditures for the health services millage in 2019. They are:
Community Mental Health contract: $1,331,769
MaLannoye Consulting: $7,000
MSU Psychology Contract (jail): $58,240

The County’s strategic plan contains the overarching long-term objective of ‘promoting accessible healthcare’ and the specific task in the action plan of ‘expand access to health care for County residents, with an emphasis on the uninsured and under-insured’. All of the options provided above ensure that IHPC members will maintain access to care.
TO: Board of Commissioners, Human Services and Finance Committees
FROM: Rick Terrill, Facilities Director
DATE: September 4, 2018
SUBJECT: Resolution authorizing an agreement with Spicer Group for architectural and engineering services for schematic design and construction services on the four pole barns on the Fair grounds.
For the meeting agendas of: September 18 & 19

BACKGROUND
The Fair continues to work towards the completion of improvements to the four pole/horse barns measuring 160’ length X 30’ wide X 14’ height. Due budgetary reasons, installing concrete floors in each of the barns as well as the grading in and around the pole barns were not part of the original construction project scope. Four quotes were obtained and Spicer Group submitted the lowest quote of $27,500 total, for schematic design and construction services for all four pole barn improvements.

ALTERNATIVES
There are no alternatives to this request.

FINANCIAL IMPACT
The Fair is requesting $27,500 from 2018 approved CIP line item #0561-00-769-000-974000. Intended for the improvements to the four pole/horse barns

STRATEGIC PLANNING IMPACT
This resolution supports Goal C, Strategy seven, section c. of the strategic planning action plan - Support regional and local convention and tourism activities.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, the Fair requests approval of the attached resolution to enter into an agreement with Spicer Group for the improvements of the four pole/horse barns on the Ingham County Fairgrounds.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SPICER GROUP TO DEVELOP SPECIFICATIONS FOR THE IMPROVEMENTS TO THE FOUR POLE/HORSE BARNs ON THE INGHAM COUNTY FAIRGROUNDS

WHEREAS, the Fair continues to work towards making improvements to four 160’ length X 30’ wide X 14’ height pole/horse barns on the fairgrounds; and

WHEREAS, Spicer Group provided the lowest total proposal of $27,500 to prepare the schematic design and construction services for the four pole/horse barns; and

WHEREAS, funds for this project are available within the 2018 approved CIP line item #0561-00-769-000-974000.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an agreement with Spicer Group, 1416 N. Homer St.; Ste. 109, Lansing, Michigan 48912, for the schematic design and construction services of the four pole/horse barn improvements at the Ingham County Fairgrounds for a total cost of $27,500.

BE IT FURTHER RESOLVED, 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.
TO: Human Services Committee and the Fair Board  
DATE: September 7, 2018  
RE: Fair Financial Position  
FROM: Jill Rhode and Jared Cypher  

Since the majority of the activity has been recognized for the Fair, we are able to project an annual financial position for the Fair Fund for 2018.

Our current projection has the fund losing $107,000 for the year and ending the year with a fund deficit of $94,000. An additional appropriation is needed to offset the loss and eliminate the deficit. Currently, there is a project for asphalt replacement for the south end of the parking lot in the amount of $120,000 to be funded by the Hotel/Motel Fund. We recommend that this project be eliminated (or delayed into the future) and that this $120,000 be transferred to the Fair Fund for 2018 operations. This should fully fund the activity for 2018 and help accumulate a small fund balance.

In addition, we have advised the staff at the Fair to not purchase anything for the rest of the year without approval of the Controller’s Office.

This addresses the issues with 2018 but a more permanent solution needs to be found for the funding of the fair operations. The funding from the Hotel/Motel Fund for operations cannot continue. This funding is required to be used primarily for capital improvement to the facility.

Below are three options for you to consider:

1. A General Fund appropriation of approximately $100,000 needs to be budgeted annually.

2. All non-fair activity (with the exception of winter storage) needs to be discontinued and only the fair operation will continue. The cost of these activities far exceed the revenue provided.

3. The entire operation of the fair needs to be discontinued.

For 2019, the Controller’s office has balanced the Fair Fund budget by providing an additional $50,000 of Hotel/Motel funding. As mentioned above, this is not sustainable. At this point, the Human Service Committee and Fair Board need to review and discuss the above options along with any other which may be available to find a permanent solution to the Fair’s funding issues.
## Fair Fund since 2011

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Non Fair Week (or Combined Prior to 2010)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$293,828</td>
<td>$293,521</td>
<td>$290,744</td>
<td>$314,858</td>
<td>$362,642</td>
<td>$328,090</td>
<td>$324,154</td>
<td>$275,145</td>
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<td>Expenses</td>
<td>339,145</td>
<td>363,696</td>
<td>376,173</td>
<td>400,344</td>
<td>459,818</td>
<td>440,647</td>
<td>455,704</td>
<td>436,182</td>
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<tr>
<td>Surplus/(Deficit)</td>
<td>(45,317)</td>
<td>(70,175)</td>
<td>(85,429)</td>
<td>(85,486)</td>
<td>(97,176)</td>
<td>(112,357)</td>
<td>(131,550)</td>
<td>(161,037)</td>
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<tr>
<td><strong>Fair Week</strong></td>
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<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>403,451</td>
<td>433,598</td>
<td>461,196</td>
<td>479,698</td>
<td>543,256</td>
<td>499,486</td>
<td>471,088</td>
<td>483,807</td>
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<tr>
<td>Expenses</td>
<td>355,266</td>
<td>338,975</td>
<td>390,406</td>
<td>369,564</td>
<td>471,294</td>
<td>467,706</td>
<td>525,167</td>
<td>447,124</td>
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<tr>
<td>Surplus/(Deficit)</td>
<td>48,185</td>
<td>94,623</td>
<td>70,790</td>
<td>110,134</td>
<td>71,962</td>
<td>31,780</td>
<td>(54,079)</td>
<td>36,683</td>
</tr>
<tr>
<td>Total Surplus/Deficit</td>
<td>2,868</td>
<td>24,448</td>
<td>(14,639)</td>
<td>24,648</td>
<td>(25,214)</td>
<td>(80,577)</td>
<td>(185,629)</td>
<td>(124,354)</td>
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<tr>
<td>Non Capital Transfer Hotel/Motel</td>
<td>25,520</td>
<td>31,000</td>
<td>31,000</td>
<td>196,000</td>
<td></td>
<td></td>
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<tr>
<td>General Fund Transfer</td>
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<td></td>
<td></td>
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<tr>
<td>other revenue</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>insurance proceeds</td>
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<td></td>
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<td></td>
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<tr>
<td>Net Surplus/(Deficit)</td>
<td>2,868</td>
<td>49,968</td>
<td>(14,639)</td>
<td>24,648</td>
<td>5,786</td>
<td>(29,577)</td>
<td>10,371</td>
<td>(107,354)</td>
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<td>Unrestricted Fund Balance (Deficit) - Beginning of Year</td>
<td>(35,715)</td>
<td>(32,847)</td>
<td>17,121</td>
<td>2,482</td>
<td>27,130</td>
<td>32,916</td>
<td>3,339</td>
<td>13,710</td>
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<tr>
<td>Unrestricted Fund Balance (Deficit) - End of Year</td>
<td>(32,847)</td>
<td>17,121</td>
<td>2,482</td>
<td>27,130</td>
<td>32,916</td>
<td>3,339</td>
<td>13,710</td>
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TO:            Board of Commissioners Human Services & Finance Committees 
FROM:      Tim Morgan, Parks Director 
DATE:    September 4, 2018 
SUBJECT: Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Hawk Island 
For the meeting agenda of 9/17/18 Human Services and 9/19/18 Finance 

BACKGROUND 
The Parks Department has identified a need for park and accessibility improvements at Hawk Island. Attached is the scope of work and preliminary cost estimates for two grant applications. The first proposed grant application will be a Michigan Department of Natural Resources Trust Fund application. This project includes a new paved path, in lieu of the boardwalk along bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers / overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road. The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $231,400 from the Ingham County Trails and Parks Millage, for a total project amount of $531,400. 

The second proposed grant application will be a Michigan Department of Resources Land & Water Conservation Fund application. This project includes an accessible canoe/kayak launch, a new floating pedal boat / row boat dock with slips, two new Sun-Shade Shelters, new trash/recycling bins, new concrete walks, native landscaping, and parking lot striping. The project funding is proposed to request $292,100 from the DNR Land and Water Conservation Fund (LWCF) grant and $292,100 from the Ingham County Trails and Parks Millage, for a total project amount of $584,200. 

ALTERNATIVES 
The Parks Department is seeking support for the application to the current Trails and Parks Millage Application Round which includes a Michigan Department of Natural Resources Trust Fund and Land & Water Conservation fund grant applications to secure additional match funding to maximize these projects. 

FINANCIAL IMPACT 
The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of $548,500 from the Trails and Parks Millage for a local match as summarized below, if these projects are selected for funding in the upcoming round of grant applications. 

<table>
<thead>
<tr>
<th></th>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO and fish stocking from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund and Land &amp; Water Conservation Grant Requests, and Other Costs</th>
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<tbody>
<tr>
<td>Local Match from the Ingham County Trails and Parks Millage</td>
<td>$231,400</td>
<td>$292,100</td>
<td>$25,000</td>
<td>$548,500</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$292,100</td>
<td>$0.00</td>
<td>$592,100</td>
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<tr>
<td>Total Project Amount</td>
<td>$531,400</td>
<td>$584,200</td>
<td>$25,000</td>
<td>$1,140,600</td>
</tr>
</tbody>
</table>
STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

OTHER CONSIDERATIONS
The Parks & Recreation Commission instructed the Parks Department to apply for this large action program item through the Trails and Parks Millage application process, instead of during the normal budget request process. The Parks & Recreation Commission supported this resolution and application for the Trails and Parks Millage Grant Round with the passage of a motion at their July 23, 2018 meeting.

RECOMMENDATION
Based on the information presented and direction from the Park Commission, I respectfully recommend approval of the attached resolution.
HAWK ISLAND PARK
PROJECT SUMMARY
2019 DNR GRANT(S)

TRUST FUND GRANT PROJECT
This project entails moving the access route to the south end of the lake. It will include:

- A new paved path, in lieu of the boardwalk along bank of the lake.
- Replacement of asphalt walkways between the bathhouse, parking lot and docks.
- (3) new fishing piers / overlook docks
- Amenities will include a recycled plastic bench, a recycled plastic trash receptacle and an interpretive sign.
- Native landscaping will be included to replace the removed trees and vegetation along the bank of the lake.
- Parking lot striping to delineate the ADA parking spaces.
- Striping of the trail loop around the lake and out to Cavanaugh Road.

The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $231,400 from the Ingham County Trails and Parks Millage, for a total project amount of $531,400.

LAND & WATER CONSERVATION FUND (LWCF) GRANT PROJECT
The proposed project includes:

- An accessible canoe/kayak launch
- A new floating pedal boat / row boat dock with slips
- (2) New Sun-Shade Shelters with concrete floor, picnic tables, grills and wood rail fence.
- New Trash/Recycling Bins
- New concrete walks
- Other amenities will include a recycled plastic bench and an interpretive sign
- Native landscaping to enhance the improvements
- Parking lot striping to delineate the ADA parking spaces

The project funding is proposed to request $292,100 from the DNR Land and Water Conservation Fund (LWCF) grant and $292,100 from the Ingham County Trails and Parks Millage, for a total project amount of $584,200.

OTHER FUNDS
Other funds, which are not DNR grant eligible, will be required to complete the project. They include topographical survey and fish stocking at Hawk Island Park.

Topographical Survey - The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

Fish Stocking - County staff would like to stock the pond with fish and believe it would enhance the proposed improvements.
PRELIMINARY ESTIMATE OF COST
PATH / DOCK IMPROVEMENTS
HAWK ISLAND COUNTY PARK
INGHAM COUNTY, MI

<table>
<thead>
<tr>
<th>Trust Fund Grant - GRAND TOTAL</th>
<th>$531,400.00</th>
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</thead>
<tbody>
<tr>
<td>LWCF Grant - GRAND TOTAL</td>
<td>$584,200.00</td>
</tr>
</tbody>
</table>

**Non-Grant Funded Expenses**
- Fish Stocking: $10,000.00
- Topographical Survey: $15,000.00

**GRAND TOTAL FOR ENTIRE PROJECT**: $1,140,600.00

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<tr>
<th></th>
<th>Grant Funds</th>
<th>Trails &amp; Parks Millage</th>
<th>Total Project Cost</th>
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<td><strong>TRUST FUND GRANT:</strong></td>
<td>$300,000</td>
<td>$231,400</td>
<td>$531,400</td>
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<tr>
<td>Match Percentage:</td>
<td>(57%)</td>
<td>(43%)</td>
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<tr>
<td><strong>LWCF GRANT:</strong></td>
<td>$292,100</td>
<td>$292,100</td>
<td>$584,200</td>
</tr>
<tr>
<td>Match Percentage:</td>
<td>(50%)</td>
<td>(50%)</td>
<td></td>
</tr>
<tr>
<td><strong>OTHER COSTS:</strong></td>
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<td></td>
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</tr>
<tr>
<td>Fish Stocking</td>
<td>$0.00</td>
<td>$10,000</td>
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</tr>
<tr>
<td>Topographical Survey</td>
<td>$0.00</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>PROJECT TOTALS:</strong></td>
<td>$592,100</td>
<td>$548,500</td>
<td>$1,140,600</td>
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<tr>
<td>No.</td>
<td>Quantity</td>
<td>Unit</td>
<td>Description</td>
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<tr>
<td>1</td>
<td>1</td>
<td>Lump Sum</td>
<td>Permits</td>
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<tr>
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<td>Lump Sum</td>
<td>Soil Erosion and Sedimentation Control</td>
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<tr>
<td>3</td>
<td>1</td>
<td>Lump Sum</td>
<td>Site Preparation/Excavation/Rough Grading</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove Ex. Dock</td>
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<tr>
<td>5</td>
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<td>Lump Sum</td>
<td>Pavement Removal, HMA</td>
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<td>6</td>
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<td>Lump Sum</td>
<td>HMA Path, 10' wide, 3&quot; thick</td>
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<td>7</td>
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<td>Lump Sum</td>
<td>Crushed Limestone, 8&quot; thick, C.I.P.</td>
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<td>Concrete Paving, 4&quot; thick</td>
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<td>Fishing Pier/Overlook Dock w/ composite decking</td>
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<td>10</td>
<td>1</td>
<td>Lump Sum</td>
<td>Peddle Boat/Row Boat Dock &amp; Slips (EZ Dock floating)</td>
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<td>Accessible Canoe/Kayak Launch</td>
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<tr>
<td>12</td>
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<td>Each</td>
<td>Interpretive Signage</td>
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<tr>
<td>13</td>
<td>3</td>
<td>Each</td>
<td>Recycled Bench</td>
</tr>
<tr>
<td>14</td>
<td>2</td>
<td>Each</td>
<td>Recycled Trash/Recycling Receptacle</td>
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<td>15</td>
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<td>Each</td>
<td>Shade Structures</td>
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<td>16</td>
<td>1</td>
<td>Each</td>
<td>Large Grill</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>Each</td>
<td>Picnic Tables (2 ADA)</td>
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<tr>
<td>18</td>
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<td>Each</td>
<td>Wood Rail Fence</td>
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<td>19</td>
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<td>Landscaping (Native Trees/Plants)</td>
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<td>Parking Lot Striping &amp; Signage (ADA spaces)</td>
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<td>Trail Striping (thermoplastic)</td>
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<td>Lump Sum</td>
<td>Landscaping (Native Trees/Plants)</td>
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<td>23</td>
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<td>Lump Sum</td>
<td>Site Restoration &amp; Cleanup</td>
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<tr>
<td>24</td>
<td>1</td>
<td>Each</td>
<td>DNR Recognition Plaque</td>
</tr>
<tr>
<td>25</td>
<td>1</td>
<td>Lump Sum</td>
<td>Construction Staking &amp; Material Testing, Allowance</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $800,810

**Contingency** $88,250

**Engineering (15%)** $115,500

**TOTAL PRELIMINARY ESTIMATE OF COST FOR DNR GRANT PROJECTS** $1,105,560

**Other Costs**
- Fish Stocking $10,000
- Topographic Survey $15,000

**GRAND TOTAL** $1,140,660
Agenda Item 3a

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN APPLICATION TO THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUND FOR ACCESSIBILITY IMPROVEMENTS TO HAWK ISLAND

WHEREAS, the Ingham County Parks Department is eligible to apply for the Ingham County Trails and Parks Millage funds; and

WHEREAS, the Ingham County Parks Commission supports the submission of a grant application to the Ingham County Trails and Parks Millage Fund for the local match for submission of two grant applications to the Michigan Department of Natural Resources Trust Fund and Michigan Department of Natural Resources Land & Water Conservation Fund for park and accessibility improvements at Hawk Island; and

WHEREAS, the DNR Trust Fund application includes a new paved path, in lieu of the boardwalk along bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers / overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road; and

WHEREAS, the DNR Land & Water Conservation application includes an accessible canoe/kayak launch, a new floating pedal boat / row boat dock with slips, two new Sun-Shade Shelters, new trash/recycling bins, new concrete walks, native landscaping, and parking lot striping; and

WHEREAS, the proposed applications are supported by the Community’s 5-year Parks Master Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the grant applications requires a financial commitment to the project in the amount $548,500 from the Trails and Parks Millage for a local match ($231,400 for the Trust Fund application, $292,100 for the Land & Water Conservation Fund application, and $25,000 for a TOPO Survey and fish stocking).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Hawk Island grant applications as listed below which include a local match request in the amount of $548,500 and negotiate final terms of the grant agreement consistent with this resolution, if selected for funding in the upcoming future round of grant applications.

<table>
<thead>
<tr>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO and fish stocking from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund and Land &amp; Water Conservation Grant Requests, and Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Match from the Ingham County Trails and Parks Millage</td>
<td>$231,400</td>
<td>$292,100</td>
<td>$25,000</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$292,100</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Project Amount</td>
<td>$531,400</td>
<td>$584,200</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution, if selected for funding in the upcoming future round of grant applications.
TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 4, 2018
SUBJECT: Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Lake Lansing South

For the meeting agenda of 9/17/18 Human Services and 9/19/18 Finance

BACKGROUND
The Parks Department has identified a need for park and accessibility improvements at Lake Lansing South. Attached is the scope of work and preliminary cost estimates for two grant applications.

The first proposed grant application will be a Michigan Department of Natural Resources Trust Fund application. This project includes removal of the existing restroom / concession building, removal and relocation of the Sunrise pavilion, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room, picnic tables with umbrellas near the concession area, six Interpretive Signs to talk about the historical significance of the park, a new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor Showers. The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $725,200 from the Ingham County Trails and Parks Millage, for a total project amount of $1,025,200.

The second proposed grant application will be a Michigan Department of Resources Land & Water Conservation Fund application. This project includes asphalt paving of the portion of the existing parking lot closest to the ADA parking, drainage improvements around the parking lot, improving the overflow parking area with gravel and pave ADA parking spaces, new walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell, picnic tables with umbrellas near the concession area, landscaping to include native plants and bio-swaries. The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $300,000 from the Ingham County Trails and Parks Millage, for a total project amount of $600,000.

ALTERNATIVES
The Parks Department is seeking support for the application to the current Trails and Parks Millage Application Round which includes a Michigan Department of Natural Resources Trust Fund and Land & Water Conservation fund grant applications to secure additional match funding to maximize these projects.

FINANCIAL IMPACT
The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of $1,040,200 from the Trails and Parks Millage for a local match as summarized below, if these projects are selected for funding in the upcoming round of grant applications.
<table>
<thead>
<tr>
<th></th>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO Survey from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund, Land &amp; Water Conservation Grant Requests, and Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Match from the Ingham County Trails and Parks Millage</td>
<td>$725,200</td>
<td>$300,000</td>
<td>$15,000</td>
<td>$1,040,200</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$0.00</td>
<td>$600,000</td>
</tr>
<tr>
<td>Total Project Amount</td>
<td>$1,025,200</td>
<td>$600,000</td>
<td>$15,000</td>
<td>$1,640,200</td>
</tr>
</tbody>
</table>

**STRATEGIC PLANNING IMPACT**
This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

**OTHER CONSIDERATIONS**
The Parks & Recreation Commission instructed the Parks Department to apply for this large action program item through the Trails and Parks Millage application process, instead of during the normal budget request process. The Parks & Recreation Commission supported this resolution and application for the Trails and Parks Millage Grant Round with the passage of a motion at their July 23, 2018 meeting.

**RECOMMENDATION**
Based on the information presented and direction from the Park Commission, I respectfully recommend approval of the attached resolution.
LAKE LANSING PARK SOUTH
PROJECT SUMMARY
2018 DNR GRANT(S)

TRUST FUND GRANT PROJECT
The proposed project includes:
- Removal of the existing restroom / concession building.
- Removal and Relocation of the Sunrise pavilion.
- A new Bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room.
- Picnic Tables with umbrellas near the concession area.
- Six Interpretive Signs to talk about the historical significance of the park.
- A new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park.
- Two outdoor Showers.

The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $725,200 from the Ingham County Trails and Parks Millage, for a total project amount of $1,025,200.

LAND & WATER CONSERVATION FUND (LWCF) GRANT PROJECT
The proposed project includes:
- Asphalt paving of the portion of the existing parking lot closest to the ADA parking.
- Drainage improvements around the parking lot.
- Improving the overflow parking area with gravel and pave ADA parking spaces.
- New walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell.
- Picnic Tables with umbrellas near the concession area.
- Landscaping to include native plants and bio-swales.

The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $300,000 from the Ingham County Trails and Parks Millage, for a total project amount of $600,000.

OTHER FUNDS
Other funds, not grant eligible, will be required to complete the project include topographical survey. The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

These items are not grant eligible expenses. The project funding is proposed to request a total of $15,000 from the Ingham County Trails and Parks Millage.

Lake Lansing Park South
2019 DNR Grant, Summary
**PRELIMINARY ESTIMATE OF COST**  
**BATHHOUSE/ACCESSIBILITY IMPROVEMENTS**  
**LAKE LANSING PARK SOUTH**  
**INGHAM COUNTY, MICHIGAN**

<table>
<thead>
<tr>
<th></th>
<th>Grant Funds</th>
<th>Trails &amp; Parks Millage</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRUST FUND GRANT:</strong></td>
<td>$300,000</td>
<td>$725,200</td>
<td>$1,025,200</td>
</tr>
<tr>
<td>Match Percentage:</td>
<td>(30%)</td>
<td>(70%)</td>
<td></td>
</tr>
<tr>
<td><strong>LWCF GRANT:</strong></td>
<td>$300,000</td>
<td>$300,000</td>
<td>$600,000</td>
</tr>
<tr>
<td>Match Percentage:</td>
<td>(50%)</td>
<td>(50%)</td>
<td></td>
</tr>
<tr>
<td><strong>OTHER COSTS:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Topographical Survey</td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>PROJECT TOTALS:</strong></td>
<td>$600,000</td>
<td>$1,040,200</td>
<td>$1,640,200</td>
</tr>
</tbody>
</table>

Trust Fund Grant - GRAND TOTAL $1,025,200.00  
LWCF Grant - GRAND TOTAL $600,000.00  
Non-Grant Funded Expenses  
Topographical Survey $15,000.00  
GRAND TOTAL FOR ENTIRE PROJECT $1,640,200.00
## Preliminary Estimate of Cost

**Bathhouse/Accessibility Improvements**  
**Lake Lansing Park South**  
**Ingham County, Michigan**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Lump Sum</td>
<td>Permits</td>
<td>Lump Sum</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Lump Sum</td>
<td>Soil Erosion and Sedimentation Control</td>
<td>Lump Sum</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Lump Sum</td>
<td>Site Preparation/Excavation/Rough Grading</td>
<td>Lump Sum</td>
<td>$35,000.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove Ex. Building(s)</td>
<td>Lump Sum</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove Ex. Walkways</td>
<td>Lump Sum</td>
<td>$3,800.00</td>
<td></td>
</tr>
</tbody>
</table>
| 6        | 1       | Lump Sum | Remove & Relocate Ex. Shade Structure  
(includes new concrete fountains & paving) | Lump Sum | $15,000.00 |
| 7        | 1       | Lump Sum | New Bathhouse | Lump Sum | $572,000.00 |
| 8        | 1       | Lump Sum | Allowance for Concession Equipment | Lump Sum | $20,000.00 |
| 9        | 9,800   | Sq. Ft. | Concrete Path, 6’ Wide, 4’ thick, w. sand base | $7.00 | $68,600.00 |
| 10       | 6,550   | Sq. Ft. | Concrete Paving, at bathhouse, 4’ thick, w. sand base | $10.00 | $65,500.00 |
| 11       | 7,100   | Sq. Ft. | Concrete Paving, 8’ wide, w/ thickened edge & sand base | $10.00 | $71,000.00 |
| 12       | 80      | Lin. Ft. | Concrete Retaining Wall | $300.00 | $24,000.00 |
| 13       | 1       | Each | Outdoor Shower, surface mount | $7,500.00 | $7,500.00 |
| 14       | 6       | Each | Picnic Table w/ Umbrella | $3,000.00 | $18,000.00 |
| 15       | 6       | Each | Interpretive Signs, wall mounted | $1,500.00 | $9,000.00 |
| 16       | 418     | Ton | Paved Parking, HMA, 3.5" | $120.00 | $50,160.00 |
| 17       | 12,400  | Sq. Yd. | Gravel Parking Lot, 8" Crushed Limestone Base, 22A, C.I.P. | $12.00 | $148,800.00 |
| 18       | 1       | Lump Sum | Signage & Striping | Lump Sum | $3,500.00 |
| 19       | 700     | Lin. Ft. | Drainage Pipe, 12" RCP and End Sections  
(includes areas along parking lot, paths & new bridges) | $50.00 | $35,000.00 |
| 20       | 4       | Each | Catch Barrels | $3,500.00 | $14,000.00 |
| 21       | 1       | Lump Sum | Utility Allowance | Allowance | $25,000.00 |
| 22       | 1       | Lump Sum | Landscaping, Native Plants, Seeding, Biovales | Lump Sum | $19,000.00 |
| 23       | 1       | Lump Sum | Site Restoration & Cleanup | Lump Sum | $38,100.00 |
| 24       | 2       | Each | DNR Recognition Plaque | $300.00 | $600.00 |
| 25       | 1       | Lump Sum | Construction Staking & Material Testing, Allowance | Lump Sum | $16,900.00 |

**Subtotal**  
$1,299,460.00  
**Contingency**  
$126,340.00  
**Engineering (15%)**  
$208,900.00  

**Total Preliminary Estimate of Cost for DNR Grant Projects**  
$1,625,200.00  

**Other Costs**  
Topographic Survey  
$15,000.00  
**Grand Total**  
$1,640,200.00
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN APPLICATION TO THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUND FOR ACCESSIBILITY IMPROVEMENTS TO LAKE LANSING SOUTH

WHEREAS, the Ingham County Parks Department is eligible to apply for the Ingham County Trails and Parks Millage funds; and

WHEREAS, the Ingham County Parks Commission supports the submission of a grant application to the Ingham County Trails and Parks Millage Fund for the local match for submission of two grant applications to the Michigan Department of Natural Resources Trust Fund and Michigan Department of Natural Resources Land & Water Conservation Fund for park and accessibility improvements at Lake Lansing South; and

WHEREAS, the proposed applications are supported by the Community’s 5-year Parks Master Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the Michigan Department of Natural Resources Trust Fund application includes removal of the existing restroom / concession building, removal and relocation of the Sunrise pavilion, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room, picnic tables with umbrellas near the concession area, six Interpretive Signs to talk about the historical significance of the park, a new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor Showers; and

WHEREAS, the Michigan Department of Resources Land & Water Conservation Fund application includes asphalt paving of the portion of the existing parking lot closest to the ADA parking, drainage improvements around the parking lot, improving the overflow parking area with gravel and pave ADA parking spaces, new walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell, picnic tables with umbrellas near the concession area, landscaping to include native plants and bio-swales; and

WHEREAS, the grant applications requires a financial commitment to the project in the amount $1,040,200 from the Trails and Parks Millage for a local match ($725,200 for the Trust Fund application, $300,000 for the Land & Water Conservation Fund application, and $15,000 for a TOPO survey).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Lake Lansing South grant applications as listed below which include a local match request in the amount of $1,040,200 and negotiate final terms of the grant agreement consistent with this resolution, if selected for funding in the upcoming future round of grant applications.
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution, if selected for funding in the upcoming future round of grant applications.
TO: Board of Commissioners Human Services and Finance Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 27, 2018
SUBJECT: Resolution to Accept 2018 Health Center Quality Improvement Funds
For the meeting agenda of September 17th and 19th, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to accept a one-time grant supplement totaling $87,459.00, from the U.S. Department of Health and Human Services Health Resources and Services Administration allocated for 2018 Health Center Quality Improvement funds. This grant supplement was awarded to ICHD in recognition of its display of high levels of quality performance in the Calendar Year 2017 Uniform Data System’s reporting. These reports include continued plans to support its Community Health Center (CHC) operations by strengthening quality improvement activities, as well as achieving new and/or maintain existing patient-centered medical home recognition.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The award of $87,459.00 allocated for 2018 Health Center Quality Improvement funds will be available for use through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan- Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorization for ICHD to accept a grant supplement of $87,459.00 allocated for 2018 Health Center Quality Improvement funds, which shall be available through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020.
RESOLUTION TO ACCEPT 2018 HEALTH CENTER QUALITY IMPROVEMENT FUNDS

WHEREAS, Ingham County Health Department (ICHD) wishes to accept a one-time grant supplement totaling $87,459.00, from the U.S. Department of Health and Human Services Health Resources and Services Administration, allocated for 2018 Health Center Quality Improvement funds; and

WHEREAS, this grant supplement was awarded to ICHD in recognition of its display of high levels of quality performance in the Calendar Year 2107 Uniform Data System’s reporting; and

WHEREAS, these reports include continued plans to support its community health center operations by strengthening quality improvement activities, as well as achieving new and/or maintaining existing patient-centered medical home recognition; and

WHEREAS, the award of $87,459.00 of 2018 Health Center Quality Improvement funds will be available for use through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020; and

WHEREAS, the Ingham Community Health Center Board of Directors supports the acceptance of 2018 Health Center Quality Improvement funds; and

WHEREAS, the Health Officer recommends the acceptance of 2018 Health Center Quality Improvement funds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of the grant supplement of $87,459.00 from the U.S. Department of Health and Human Services Health Resources and Services Administration, allocated for 2018 Health Center Quality Improvement funds which will be available through the end of the FY 2019 Health Center Program budget period ending January 31, 2020.

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

BE IT FURTHER RESOLVED, the Chairperson of 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.
TO: Board of Commissioners Human Services and Finance Committee  
FROM: Linda S. Vail, MPA, Health Officer  
DATE: August 30, 2018  
SUBJECT: Authorization to Extend Agreement with MDHHS awarding Additional Funds to Provide Refugee Health Assessment Services  
For the meeting agendas of September 17 and 19, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to extend the agreement with Michigan Department of Health and Human Services (MDHHS), for the term of October 1, 2015 through September 30, 2019. Resolution #15-354 and #16-403, authorized ICHD to enter into a Refugee Health Assessment Services agreement with the Michigan Department of Health and Human Services (MDHHS) for the term of October 1, 2015 through September 30, 2018. MDHHS recently informed ICHD that it wished to amend the agreement by extending it for an additional fiscal year, (through September 30, 2019) and by increasing the maximum allowable funds from $753,200.00 to $1,006,400.00, for a total increase of $253,200.00. All of the other terms of the agreement shall remain the same.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The amendment would increase the total allowable amount of the agreement from $753,200.00 to $1,006,400.00, for a total increase of $253,200.00.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorization to the amendment to the terms of the Refugee Health Assessment Services agreement with Michigan Department of Health and Human Services to extend the terms through September 30, 2019 and increase the maximum allowable funds to $1,006,400.00.
Agenda Item 4b

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXTEND AGREEMENT WITH MDHHS WITH ADDITIONAL FUNDS TO PROVIDE REFUGEE HEALTH ASSESSMENTS

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the agreement with Michigan Department of Health and Human Services (MDHHS), for the term of October 1, 2015 through September 30, 2019; and

WHEREAS, resolution #15-354 and #16-403, authorized ICHD to enter into a Refugee Health Assessment Services agreement with MDHHS for the term of October 1, 2015 through September 30, 2018; and

WHEREAS, MDHHS recently informed ICHD that it wished to amend the agreement by extending it for an additional fiscal year, (through September 30, 2019) and by increasing the maximum allowable funds from $753,200.00 to $1,006,400.00, for a total increase of $253,200.00; and

WHEREAS, all of the other terms of the agreement shall remain the same; and

WHEREAS, the Ingham Community Health Center Board of Directors supports the extension to the agreement with MDHHS for additional funds to provide refugee health assessments; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension and increase in funding for this agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes extending the Refugee Health Assessment Services agreement with MDHHS for the term of October 1, 2015 through September 30, 2019, and increasing the maximum allowable funds to $1,006,400.00.

BE IT FURTHER RESOLVED, that all other terms of the agreement shall remain the same.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO: Board of Commissioners Human Services & Finance Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 22, 2018
SUBJECT: Amendment to Resolution #17-464 for Clean Sweep Agreement

BACKGROUND
Resolution #17-464 authorized a Michigan Agriculture Environmental assurance program Clean Sweep agreement with the Michigan Department of Agriculture and Rural Development (MDARD) to receive up to $14,000 in funding. Ingham County Health Department (ICHD) wishes to amend Resolution #17-464, which will authorize ICHD to accept an additional $10,000 in grant funds from the Michigan Department of Agriculture and Rural Development (MDARD). MDARD provides funding to ICHD annually through the Clean Sweep program to cover the disposal of pesticides and herbicides collected through the Ingham County House Hold Hazardous Waste Program (HHW). Due to the large volume of pesticides and herbicides collected this year, MDARD has given ICHD additional grant funds to cover the costs ICHD incurred through the collection and disposal of pesticides and herbicides. The acceptance of these grant funds will allow ICHD HHW to continue collecting household hazardous waste throughout the remainder of the season. This grant would be effective October 1, 2017 through September 30, 2018. All other terms of this agreement will remain the same.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The amendment to Resolution #17-464 would authorize ICHD accepting an additional $10,000 in grant funds from MDARD to be used to cover the cost of disposal of pesticides and herbicides collected by ICHD HHW program.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting service to Residents: Provide easy access to quality, innovative, cost-effective services that promote well-being and quality of life for the residents of Ingham County. Strategy 1. Strive to make facilities and services user-friendly. k. Provide for collection and proper disposal of household hazardous waste through the Health Department Environmental Health Division.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to amend the Clean Sweep agreement with MDARD authorizing ICHD to accept an additional $10,000 for the period of October 1, 2017 through September 30, 2018.
RESOLUTION TO AMEND CLEAN SWEEP AGREEMENT

WHEREAS, Resolution #17-464 authorized a Michigan Agriculture Environmental assurance program clean sweep program agreement with the Michigan Department of Agriculture and Rural Development (MDARD) to receive up to $14,000 in funding; and

WHEREAS, Ingham County Health Department (ICHD) wishes to amend this agreement Resolution #17-464 to receive an additional $10,000 in grant funds from the Michigan Department of Agriculture and Rural Development (MDARD); and

WHEREAS, MDARD provides funding to ICHD annually through the Clean Sweep program to cover the disposal of pesticides and herbicides collected through the Ingham County Hold Hazardous Waste Program (HHW); and

WHEREAS, MDARD due to the large volume of pesticides and herbicides collected this year, MDARD has given ICHD additional grant funds to cover the costs ICHD has incurred through the collection and disposal of pesticides and herbicides; and

WHEREAS, the acceptance of these grant funds will allow ICHD HHW to continue collecting household hazardous waste throughout the remainder of the season; and

WHEREAS, this grant would be effective October 1, 2017 through September 30, 2018; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the amendment to the Clean Sweep Program agreement with MDARD to receive an additional $10,000 for the period of October 1, 2017 through September 30, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the amendment to the Clean Sweep Program agreement with MDARD to receive an additional $10,000 for the period of October 1, 2017 through September 30, 2018.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign the necessary contract documents on behalf of the county after approval as to form by the County Attorney.
TO: Board of Commissioners Human Services and Finance Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 30, 2018
SUBJECT: Authorization to enter agreement with OTech Group, LLC
For the meeting agendas of September 17 and 19, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to enter into a services agreement with OTech Group LLC, for electronic screening services totaling $47,500.00 effective October 1, 2018 and automatically renewable on an annual basis. ICHD accepted the award of the 2017 Access Increases to Mental Health and Substance Abuse Services (AIMS) grant through Resolution #17-411. As part of the funded scope of work, ICHD proposed to implement electronic screening for mental health risks and substance abuse for patients of the Ingham Community Health Centers (CHCs), to support expanded mental health and substance abuse services focusing on the treatment, prevention, and awareness of opioid abuse. ICHD accepted two quotes from service providers, and recommends entering a purchase and services agreement with OTech Group LLC, which offered the most competitive bid for the electronic hardware and software to implement this electronic screening tool.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The cost includes an initial one-time cost for the purchase of twenty tablets, form configuration, and shipping, for a total of $25,600.00. Additionally, there are ongoing maintenance fees for the tablets and an EHR interface, in an amount not to exceed $21,900.00 annually. The total cost for year one of $47,500.00 shall be paid through the AIMS grant award. Ongoing annual maintenance costs shall be covered through program revenue associated with increased substance abuse treatment services.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorizing ICHD entering a services agreement with OTech Group, LLC for electronic screening services effective October 1, 2018 and automatically renewable on an annual basis for a total amount of $47,500.00.
INTRODUCED BY THE HUMAN SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE AND SERVICES AGREEMENT WITH OTECH GROUP LLC

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into a services agreement with OTech Group LLC, for electronic screening services totaling $47,500.00 effective October 1, 2018 and automatically renewable on an annual basis; and

WHEREAS, ICHD accepted the award of the 2017 Access Increases to Mental Health and Substance Abuse Services (AIMS) grant through Resolution #17-411; and

WHEREAS, as part of the funded scope of work, ICHD proposed to implement electronic screening for mental health risks and substance abuse for patients of the Ingham Community Health Centers (CHCs), to support expanded mental health and substance abuse services focusing on the treatment, prevention, and awareness of opioid abuse; and

WHEREAS, ICHD accepted two quotes from service providers, and recommends entering a purchase and services agreement with OTech Group LLC, which offered the most competitive bid for the electronic hardware and software to implement this electronic screening tool; and

WHEREAS, there are ongoing maintenance fees for the tablets and an EHR interface, in an amount not to exceed $21,900.00 annually as well as additional ongoing maintenance fees for the tablets and an HER interface, in an amount not to exceed $21,900.00; and

WHEREAS, the cost for year one totaling $47,500.00 shall be paid through the AIMS grant award; and

WHEREAS, ongoing annual costs shall be covered through program revenue associated with increased substance abuse treatment services; and

WHEREAS, the Ingham Community Health Center Board supports entering a purchase and services agreement with OTech Group LLC for electronic mental health and substance abuse disorder screening tools; and

WHEREAS, the health officer recommends entering an agreement with OTech Group, LLC for electronic screening services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering a purchase and services agreement with OTech Group, LLC for electronic screening services totaling $47,500.00 effective October 1, 2018, and automatically renewable on an annual basis.

BE IT FURTHER RESOLVED, that the cost for year one totaling $47,500.00 shall be paid through the AIMS grant award.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.
BE IT FURTHER RESOLVED, the Chairperson of 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.
TO: Board of Commissioners Human Services, County Services, and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 28, 2018
SUBJECT: Authorization to Create Staff Positions for Sparrow - VOA
For the meeting agendas of September 17, 18 and 19, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to create 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), effective October 1, 2018, with the start of Fiscal Year 2019. Resolution #17-328 authorized the transfer agreements for ICHD to acquire the Sparrow-VOA Community Health Center into its network of Federally Qualified Health Center (Ingham Community Health Centers). As part of those transfer agreements, as amended through Resolution #18-233, existing leased non-provider Sparrow staff of the Sparrow-VOA would be migrated into County staff positions by October 1, 2018. Any vacancies of leased non-provider staff positions would be posted and filled as County staff positions as incurred, in accordance with the terms of the amended transfer agreement. Therefore, staff positions must be created effective October 1, 2018, with the start of Fiscal Year 2019, in order for existing leased non-provider staff to be placed in, or to be posted and filled if the leased position is vacant.

The County Staff to be created are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
<th>County Position #</th>
<th>FTE</th>
<th>County Position</th>
<th>Budgeted Salary Costs FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN Supervisor</td>
<td>601510</td>
<td>1.00</td>
<td>Health Center Nurse</td>
<td>$61,086</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601506</td>
<td>1.00</td>
<td>Medical Assistant I</td>
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</table>

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The costs of the created County staff positions are included in the proposed budget for FY 2019; therefore, these positions are at no additional cost to the County.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.
OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorizing the creation of 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), as proposed in Budget Year 2019.
RESOLUTION TO CREATE STAFF POSITIONS FOR SPARROW-VOA

WHEREAS, Ingham County Health Department (ICHD) wishes to create 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), effective October 1, 2018, with the start of Fiscal Year 2019; and

WHEREAS, resolution #17-328 authorized the transfer agreements for ICHD to acquire the Sparrow-VOA Community Health Center into its network of Federally Qualified Health Centers (Ingham Community Health Centers); and

WHEREAS, as part of those transfer agreements, as amended through Resolution #18-233, existing leased non-provider Sparrow staff of the Sparrow-VOA would be migrated into County staff positions by October 1, 2018; and

WHEREAS, any vacancies of leased non-provider staff positions would be posted and filled as County staff positions are incurred, in accordance with the terms of the amended transfer agreement; and

WHEREAS, staff positions must be created effective October 1, 2018, with the start of Fiscal Year 2019, in order for existing leased non-provider staff to be placed in, or to be posted and filled if the leased position is vacant; and

WHEREAS, the County staff to be created are as follows:

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</tbody>
</table>

WHEREAS, the costs of the created County staff positions are included in the proposed budget for FY 2019, therefore these positions are at no additional cost to the County; and

WHEREAS, the Ingham CHC Board supports the creation of these staff positions, as budgeted in FY 2019; and

WHEREAS, the Health Officer recommends the creation of these staff positions, as budgeted in FY 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the establishment of 4.0 FTE Medical Assistant I (UAW) positions and 1.0 FTE of Health Center Nurse (MNA) positions for the Sparrow-VOA Health Center, as budgeted in FY 2019.
BE IT FURTHER RESOLVED, that the positions to be created and filled with existing leased non-provider staff, and or posted and filled if vacated by leased staff prior to October 1, 2018, are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
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BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 14, 2018
SUBJECT: Agreement with Southeastern Michigan Health Association
For the meeting agendas of September 17th & 19th, 2018

BACKGROUND
Ingham County Health Department's (ICHD) Children's Special Health Care Services (CSHCS) wishes to accept $10,000 in grant funds from Southeastern Michigan Health Association (SEMHA) for supporting outreach efforts, facilitating parent input and feedback, and for family involvement with ICHD’s CSHCS policy and procedure process. CSHCS provides coordinated care for children with special needs. CSHCS assists these individuals and their families through the appropriate use of the CSHCS care system, so that children are able to demonstrate improved health outcomes and an enhanced quality of life.

ICHD will use these funds to hire a temporary parent liaison, filled by an area parent that is currently enrolled in the CSHCS system. This liaison will work collaboratively with ICHD-CSHCS staff to develop and implement outreach strategies that focus on engaging other families who have children with special health care needs. This peer support affords parents the benefits of CSHCS, and provides strategies to assist parents in navigating the system. This grant will be effective October 1, 2018 through September 30, 2019.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
These grant funds totaling $10,000 from SEMHA will provide funding to ICHD for the hiring of a temporary parent liaison effective October 1, 2018 through September 30, 2019.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1 (e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution authorizing an agreement with SEMHA to accept $10,000 in funds for hiring a temporary parent liaison effective October 1, 2018 through September 30, 2019.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
SOUTHEASTERN MICHIGAN HEALTH ASSOCIATION

WHEREAS, Ingham County Health Department (ICHD) Children's Special Health Care Services (CSHCS) has been awarded a grant for $10,000.00 from Southeastern Michigan Health Association (SEMHA) to support outreach efforts and to facilitate parent input and feedback, as well as family involvement with ICHD's CSHCS policy and procedure process; and

WHEREAS, CSHCS provides coordinated care for children with special needs; and

WHEREAS, CSHCS assists these individuals and their families through the appropriate use of the CSHCS care system, so that children are able to demonstrate improved health outcomes and an enhanced quality of life; and

WHEREAS, ICHD will use these funds to hire a temporary parent liaison, filled by an area parent that is currently enrolled in the CSHCS system; and

WHEREAS, this liaison will work collaboratively with ICHD-CSHCS staff to develop and implement outreach strategies that focus on engaging families who have children with special health care needs; and

WHEREAS, this peer support affords parents the benefits of SCHCS, and provides strategies to assist parents in navigating the system; and

WHEREAS, this grant will be effective October 1, 2018 through September 30, 2019; and

WHEREAS, the health officer recommends that the Board of Commissioners authorize an agreement with SEMHA in an amount of $10,000, effective October 1, 2018 through September 30, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with SEMHA in an amount up to $10,000 effective October 1, 2018 through September 30, 2019.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the county after approval as to form by the County Attorney.
TO: Board of Commissioners Human Services, County Services, & Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 28, 2018
FOR: WIC Staff Position Conversion

BACKGROUND
Ingham County Health Department (ICHD) wishes to convert Women Infant & Children (WIC) Family/Child/Infant Advocate position #601153, to a Medical Assistant I (MA I) position based upon the following criteria:

- The Family/Child/Infant Advocate role limits the duties of the position to exclude what is needed to maintain caseload in the WIC Clinic. This role is better suited to a home visiting program. The role of the Medical Assistant I better suits the needs of the WIC clinic. The primary job duties performed by the recent employee in the Family/Child/Infant Advocate role are within the job description of the Medical Assistant I. Changing the position to Medical Assistant I better fits the needs of the clinic and enhances the program’s ability to meet policies set forth by the State and Federal government.
- The position will become vacant with a retirement on September 7, 2018.
- The position number for this MA I will remain the same as there is no change in funding source or location, and will be categorized as a title change in ICHD’s position tracking system.
- The UAW has approved this conversion of the WIC Family/Child/Infant Advocate postion #601153 to a Medical Assistant I (MA I).

ALTERNATIVES
There are no alternatives that will allow Ingham County WIC to remain compliant with State WIC Policies.

FINANCIAL IMPACT
There is no financial impact to make the change. Both the Family/Child/Infant Advocate position and the Medical Assistant I position are UAW-Technical, Office, Paraprofessional Service Grade D positions.

STRATEGIC PLANNING IMPACT
This position change supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan- Expand access to healthcare for county residents.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution authorizing a conversion of the position from Family/Child/Infant Advocate to Medical Assistant I in the WIC Program.
RESOLUTION TO CONVERT WIC FAMILY/CHILD/INFANT ADVOCATE POSITION TO MEDICAL ASSISTANT I POSITION

WHEREAS, Ingham County Health Department (ICHD) wishes to convert Women Infant & Children (WIC) Family/Child/Infant Advocate position #601153, to a Medical Assistant I (MA I) position; and

WHEREAS, the Family/Child/Infant Advocate role limits the duties of the position to exclude what is needed to maintain caseload in the WIC Clinic; and

WHEREAS, this staffing change will enable Ingham County WIC to comply with State and Federal WIC policies; and

WHEREAS, the position will become vacant with a retirement at on September 7, 2018; and

WHEREAS, the position number for this MA I will remain the same as there is no change in funding source or location, and will be categorized as a title change in ICHD’s position tracking system; and

WHEREAS, the UAW has approved this conversion of the WIC Family/Child/Infant Advocate position #601153 to a Medical Assistant I (MA I); and

WHEREAS, the change of position does not involve a financial impact to make this change as both the Family/Child/Infant Advocate position and the Medical Assistant I position are UAW-Technical, Office, Paraprofessional Service Grade D positions; and

WHEREAS, the health officer recommends that the Board of Commissioners authorize the conversion of the Family/Child/Infant Advocate position to a Medical Assistant I position in the WIC Program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the conversion of the Family/Child/Infant Advocate position #601153 to a Medical Assistant I position in the WIC Program.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the position allocation list consistent with this resolution.
TO: Board of Commissioners Human Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: August 31, 2018

SUBJECT: Cash Match Agreement with Michigan Rehabilitation Services For the meeting agendas of September 17 and September 19, 2018

BACKGROUND
This resolution authorizes Ingham County to act as the fiduciary pass-through agency in a cash match agreement with Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services. Match funding is provided by Peckham, Inc. This agreement is similar to other agreements the Board of Commissioners going back to 2008, whereby Ingham County replaced the Ingham County Department of Human Services in this role, because the prior arrangement came under scrutiny because match dollars may not be federal, and the agreement between two state agencies raised that concern.

ALTERNATIVES
If this resolution was not approved, Michigan Rehabilitation Services would have to find another partner to act as the pass through entity for the local match funding provided by Peckham Inc.

FINANCIAL IMPACT
The agreement will not exceed $444,444 ($120,000 local match). The agreement with Michigan Rehabilitation Services will be for the time period of October 1, 2018 through September 30, 2019.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long term objective of Meeting Basic Needs.

OTHER CONSIDERATIONS
NA

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution.
Agenda Item 5a

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH MICHIGAN REHABILITATION SERVICES

WHEREAS, Michigan Rehabilitation Services (MRS) engages in cash match agreements which require contributions from partner organizations; and

WHEREAS, prior to 2008 the Ingham County Department of Human Services (DHS) had a long-standing agreement with MRS to act as a pass through entity for match funding provided by local agencies; and

WHEREAS, the agreement between DHS and MRS came under scrutiny because match dollars may not be federal, and this agreement between two state agencies raises that concern; and

WHEREAS, MRS finds it preferable to establish this agreement with a local government agency to avoid the appearance and confusion of inter-departmental agreements at the state; and

WHEREAS, Ingham County has been identified as an appropriate pass through entity to help maintain this agreement since 2008; and

WHEREAS, MRS wishes to enter into another, similar cash match agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a cash match agreement not to exceed $444,444 ($120,000 local match) with Michigan Department of Human Services – Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services.

BE IT FURTHER RESOLVED, that this agreement is contingent upon the execution of an agreement with Peckham Inc., to provide Ingham County’s local match portion ($120,000), and no county funds will be used for this purpose.

BE IT FURTHER RESOLVED, the term of the agreements shall be October 1, 2018 through September 30, 2019.

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

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution and approved as to form by the County Attorney.
TO: Human Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: September 5, 2018
RE: Resolution to Amend Resolution #18-113 Authorizing an Agreement with Weitz & Luxenberg, P.C. to Represent Ingham County in Opioid Litigation
For the meeting agendas of September 17 and September 19

BACKGROUND
Resolution #18-113 authorized an agreement with Weitz & Luxenberg to secure legal representation and provide legal services in pursuing legal claims against various pharmaceutical manufacturers and/or distributors related to fraudulent marketing and sales of opioid painkillers.

The County Attorney negotiated with Weitz & Luxenberg in good faith according to the parameters set forth by the Board and the RFP that Weitz & Luxenberg responded to. In July, an agreement was reached (attached), and was signed by Weitz & Luxenberg representatives and was actually in the County’s signature process to be signed by the Board Chairperson when Weitz & Luxenberg requested that we pull it back. The issues in dispute at the time were the compensation and indemnification clauses of the agreement, specifically the parts that refer to Weitz & Luxenberg being responsible for costs or fees until there is a settlement, verdict, judgment, award of costs or other recovery of funds. As an alternative they offered their standard retainer agreement (attached). The County Attorney cannot approve the standard retainer agreement “as-to-form”. The standard retainer agreement does not meet the requirements under which the County Attorney had authorization to negotiate. After further conversation, The County Attorney offered a revised version of our original agreement (attached) which has been rejected.

ALTERNATIVES
The County could opt to re-issue the original RFP and take additional bids, or not to participate in litigation vs. manufacturers and distributors of opioids.

FINANCIAL IMPACT
No direct financial impact from this resolution, but Weitz & Luxenberg would be paid 30% of any recovery for Ingham County on a contingent fee basis, plus costs should an agreement be executed.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objectives of preventing and controlling disease, and promoting accessible healthcare.

OTHER CONSIDERATIONS
None.

RECOMMENDATION
 Approval of this resolution is a business and policy decision of the Board of Commissioners.
WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an agreement with Weitz & Luxenberg, P.C. to investigate and pursue, if appropriate, the County’s claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County.

BE IT FURTHER RESOLVED, the Board of Commissioners waives section 21 of the Ingham County Purchasing Policy, as Weitz & Luxenberg was not the lowest qualified bidder.
21. **Contract on which All Bids are in Order.** The Purchasing Director shall report in writing a summary of all bids received to the County Services Committee, or other appropriate committee, with his recommendation as to which, if any, of such bids shall be accepted. The Committee shall approve awarding of the contract to the lowest qualified bidder provided funds are available. In the event that only a single bid was received, or that the lowest bid was not recommended or the amount of said bid was in excess of the approved budgetary appropriation, a report shall be sent by the Purchasing Director to the appropriate committee notifying them of the same.

BE IT FURTHER RESOLVED, Weitz & Luxenberg, P.C. will be paid 30% of any recovery for Ingham County on a contingent fee basis, plus costs.

BE IT FURTHER RESOLVED, this agreement will be effective upon the date of execution and continue until completion of the lawsuit.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** Banas, Tennis, Sebolt, Nolan, Koenig, Louney, Naeyaert  
**Nays:** None  **Absent:** None  **Approved 03/05/2018**

**FINANCE: Yeas:** Grebner, Crenshaw, Tennis, Koenig, Schafer  
**Nays:** None  **Absent:** Anthony, Louney  **Approved 03/07/2018**
COUNTY OF INGHAM

OPIOID LITIGATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), and WEITZ & LUXENBERG, PC, 719 Griswold St Suite 620, Detroit, MI 48226 (hereinafter referred to as “W&L”) as lead counsel and the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”).

WITNESSETH:

WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or distributors of controlled substances in Ingham County, on a contingent fee basis, wherein there is no attorney fee if there is no recovery.

NOW, THEREFORE, it is agreed:

The County retains, Weitz & Luxenberg, P.C. (“W&L”) as lead counsel, the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”) to prosecute and adjust for the County a claim for past and future damages and/or expenditures caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors and/or retailers of opioid analgesics. The County hereby gives Claimant’s Counsel the exclusive right to take all legal steps to enforce its claims in this matter for the duration of this Agreement.

In consideration of the services rendered or to be rendered by Claimant’s Counsel, the County agrees to pay a contingent fee of 30% percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for the County’s share of the recovery only.

This fee will be paid only if there is a recovery and will be deducted after the reimbursement of the litigation expenses and costs. Litigation expenses and costs include, but are not limited to, filing fees, costs associated with conducting discovery, hearings, conferences, meetings, trials, expert consultation and testimony, and investigation costs.

All costs and expenses will be advanced by W&L. At the conclusion of the litigation, the County is entitled to review and contest the reasonableness of any expenses incurred and allocated to the County.
Claimant’s Counsel shall provide periodic updates on the status of the litigation, including material developments related to settlement, motion practice and trial. The contacts for provision of such notice to the County will be:

County of Ingham
Attn: Timothy Dolehanty, Administrator/Controller
(517) 676-7203
tdolehanty@ingham.org

Jared Cypher, Deputy Controller
(517) 676-7229
jcypher@ingham.org

Cohl, Stoker & Toskey, P.C.
Attn: Bonnie Toskey or Matt Nordfjord
601 N. Capitol Ave
Lansing, MI 48823
(517) 372-9000
btoskey@cstmlaw.com
mnordi@cstmlaw.com

COUNTY OF INGHAM
By: __________________________
   Carol Koenig, Chairperson
   County Board of Commissioners
Date: _________________________

WEITZ & LUXENBERG, PC
By: __________________________
   (Signature)
Name: _________________________
   (Print or Type)
Title: _________________________
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SAM BERNSTEIN LAW FIRM, PLLC
By: __________________________
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CHURCH WYBLE, PC
By: __________________________
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Name: _________________________
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Date: _________________________

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STROKER & TOSKEY, P.C.
By: __________________________
   Mattis D. Nordfjord
COUNTY OF INGHAM

OPIOID LITIGATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), and WEITZ & LUXENBERG, PC, 719 Griswold St Suite 620, Detroit, MI 48226 (hereinafter referred to as “W&L”) as lead counsel and the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”).

WITNESSETH:

WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery.

NOW, THEREFORE, it is agreed:

1. **Representation.** The County retains, Weitz & Luxenberg, P.C. (“W&L”) as lead counsel, the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”) to prosecute and adjust for the County a claim for past and future damages and/or expenditures caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors and/or retailers of opioid analgesics. The County hereby gives Claimant’s Counsel the exclusive right to take all legal steps to enforce its claims in this matter for the duration of this Agreement.

2. **Agreement Period and Termination.** Claimant’s Counsel shall commence performance of the services and obligations required of it hereunder on the date this Agreement is fully executed by the parties and will continue services through the completion of the lawsuit.

   Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of 15 days prior written notice to Claimant’s Counsel.

   Subject to the Michigan Code of Professional Responsibility and any requirements imposed by the court in pending litigation, upon receipt of a Notice of Termination and, except as otherwise directed by the County, Claimant’s Counsel shall:
A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

B. Obligate no additional Agreement funds for any costs beyond such date as the County shall specify;

C. On the date termination is effective, submit to the County all records, reports, documents, and pleadings as the County shall specify; all pertinent keys to files and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property; and

D. Submit within 30 days a final activity report and invoice.

It is expressly understood and agreed that in the event of a breach of this Agreement by Claimant’s Counsel and its termination by the County, the County, in addition to the Agreement’s termination, reserves the right to seek any other remedies available in law or in equity.

3. **Compensation.** In consideration of the services rendered or to be rendered by Claimant’s Counsel, the County agrees to pay a contingent fee of 30% percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for the County’s share of the recovery only.

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4. **Services.** The County engages Claimant’s Counsel and Claimant’s Counsel agrees to faithfully and diligently perform the Services set forth in this Agreement consistent with the standard of legal practice in the community. The Services are as determined by the County related to this matter.

   Included in the Services are any meetings with County staff required to accomplish the purpose of this Agreement as well as attendance at any County Commission or other board or agency meetings related to the purpose of this Agreement. Claimant’s Counsel shall not make an initial contact with any County staff or elected official until the County Administrator or County Attorney has advised Claimant’s Counsel it is cleared to make the contact with the client.

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   B. Trial dates are set or favorable developments or events which enable meeting time schedules and/or goals sooner than anticipated; and
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9. **Maintenance of Records.** Subject to whatever document destruction requirements may exist in protective orders issued by the Court, Claimant’s Counsel shall keep and maintain records covering persons served, the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said three (3) year period, Claimant’s Counsel shall notify the County in writing and request such an audit or permission to dispose of the records.

10. **Nondiscrimination.** Claimant’s Counsel, as required by law and/or the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Claimant’s Counsel shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

   A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

   Breach of this section shall be regarded as a material breach of this Agreement. In the event Claimant’s Counsel is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to Claimant’s Counsel.

11. **Compliance with the Law.** Claimant’s Counsel will provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

12. **Independent Contractor.** It is expressly understood and agreed that W&L is an independent contractor. The employees, servants and agents of Claimant’s Counsel shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. Claimant’s Counsel’s employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Claimant’s Counsel shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. Claimant’s Counsel shall carry workers’ compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.
13. **Indemnification and Hold Harmless.** To the extent permitted by Michigan Rules of Professional Conduct 1.8(e)(1), Claimant’s Counsel shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of Claimant’s Counsel, its employees, agents or subcontractors that may arise out of this Agreement. Claimant’s Counsel responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by Claimant’s Counsel pursuant to the requirements of this Agreement.

14. **Liability Insurance.** Claimant’s Counsel shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company’s Insurance Reports rating of A or A- (Excellent).

A. **Workers’ Compensation Insurance.** Workers’ Compensation Insurance including Employers’ Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an “occurrence basis” only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. **Professional Liability Insurance.** Professional Liability Insurance on an “occurrence basis” only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit.

D. **Deductibles.** Claimant’s Counsel shall be responsible for paying any deductibles in its insurance coverages.

F. **Proof of Insurance.** Claimant’s Counsel shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

15. **Living Wage Requirements.** In the event Claimant’s Counsel has five (5) or more employees and the sum to be paid to Claimant’s Counsel under this Agreement when combined with the sum to be paid under any other Agreement(s) Claimant’s Counsel has with the County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) Claimant’s Counsel and all its subcontractor(s) shall comply with the County’s policy on payment of living wages as set forth in the Ingham County Board of Commissioners’ Resolution No. 03-168, a copy of which is labeled Exhibit A and attached to this Agreement. In the event that Claimant’s Counsel or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar Claimant’s Counsel from future contracts with the County as provided below:

A. If Claimant’s Counsel is found to be in violation of the Living Wage Policy, Claimant’s Counsel shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. Claimant’s Counsel shall also pay the County $100.00 per affected employee for each day the violation occurs beginning with the third day after Claimant’s Counsel receives notification of the violation. The County may withhold from payments to Claimant’s Counsel such amounts as are necessary to effectuate the above-stated payments or penalties.
B. If Claimant’s Counsel is found to be in violation of the Living Wage Policy and is subsequently required to pay the $100.00 penalty provided for above for more than three (3) incidents within a two (2) year period Claimant’s Counsel shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

16. **Compliance with Standards of Conduct for Ingham County Vendors.** Claimant’s Counsel shall comply with the County’s policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which is labeled Exhibit B and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

17. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

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

19. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

20. **Assignment or Subcontracting.** Claimant’s Counsel shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

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

22. **Complete Agreement.** This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement’s term or the termination of this Agreement.

24. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
25. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

26. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

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7. **Conflict of Interest.** In the event the interests of the County and interests of other clients become directly adverse in connection with any pending matters, such conflicts shall be discussed and resolved pursuant to the Michigan Rules of Professional Conduct. All information communicated between the County and Claimant’s Counsel within the attorney-client privilege will be and remain confidential, and will not be disclosed by Claimant’s Counsel, consistent with the Michigan Rules of Professional Conduct and applicable law.

8. **Expenditure and Receipt Reports.** Claimant’s Counsel will submit periodic updates regarding the status of the litigation to the County Administrator. The County may also request a status update at other times and, when requested, Claimant’s Counsel shall endeavor to provide an update within 10 business days of such request. At the conclusion of the litigation, the County is entitled to review and contest the reasonableness of any expenses incurred and allocated to the County.

9. **Maintenance of Records.** Subject to whatever document destruction requirements may exist in protective orders issued by the Court, Claimant’s Counsel shall keep and maintain records covering persons served, the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of
this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said
three (3) year period, Claimant’s Counsel shall notify the County in writing and request such an audit or permission to dispose of the records.

10. **Nondiscrimination.** Claimant’s Counsel, as required by law and/or the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Claimant’s Counsel shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.


Breach of this section shall be regarded as a material breach of this Agreement. In the event Claimant’s Counsel is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to Claimant’s Counsel.

11. **Compliance with the Law.** Claimant’s Counsel will provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

12. **Independent Contractor.** It is expressly understood and agreed that W&L is an independent contractor. The employees, servants and agents of Claimant’s Counsel shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. Claimant’s Counsel’s employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Claimant’s Counsel shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. Claimant’s Counsel shall carry workers’ compensation
insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

13. **Indemnification and Hold Harmless.** Claimant's Counsel shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of Claimant's Counsel, its employees, agents or subcontractors that may arise out of this Agreement. Claimant's Counsel responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by Claimant's Counsel pursuant to the requirements of this Agreement.

14. **Liability Insurance.** Claimant's Counsel shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. **Workers' Compensation Insurance.** Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. **Professional Liability Insurance.** Professional Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit.

D. **Deductibles.** Claimant's Counsel shall be responsible for paying any deductibles in its insurance coverages.

E. **Proof of Insurance.** Claimant's Counsel shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

15. **Living Wage Requirements.** In the event Claimant's Counsel has five (5) or more employees and the sum to be paid to Claimant's Counsel under this Agreement
when combined with the sum to be paid under any other Agreement(s) Claimant's Counsel has with the County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) Claimant's Counsel and all its subcontractor(s) shall comply with the County's policy on payment of living wages as set forth in the Ingham County Board of Commissioners' Resolution No. 03-168, a copy of which is labeled Exhibit A and attached to this Agreement. In the event that Claimant's Counsel or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar Claimant's Counsel from future contracts with the County as provided below:

A. If Claimant’s Counsel is found to be in violation of the Living Wage Policy, Claimant’s Counsel shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. Claimant’s Counsel shall also pay the County $100.00 per affected employee for each day the violation occurs beginning with the third day after Claimant’s Counsel receives notification of the violation. The County may withhold from payments to Claimant’s Counsel such amounts as are necessary to effectuate the above-stated payments or penalties.

B. If Claimant’s Counsel is found to be in violation of the Living Wage Policy and is subsequently required to pay the $100.00 penalty provided for above for more than three (3) incidents within a two (2) year period Claimant’s Counsel shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

16. **Compliance with Standards of Conduct for Ingham County Vendors.** Claimant’s Counsel shall comply with the County’s policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which is labeled Exhibit B and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

17. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
18. **Waivers.** No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

20. **Assignment or Subcontracting.** Claimant’s Counsel shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

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

22. **Complete Agreement.** This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement’s term or the termination of this Agreement.

24. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

25. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
26. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

**COUNTY OF INGHAM**

By: __________________________
Carol Koenig, Chairperson
County Board of Commissioners

Date: _________________________

**WEITZ & LUXENBERG, PC**

By: __________________________
(name)
Name: Paul F. Novak
Title: Managing Attorney, Detriot

Date: 7-19-18

**SAM BERNSTEIN LAW FIRM, PLLC**

By: __________________________
(name)
Name: Beth Bernstein Miller
Title: Attorney Partner

Date: 7-19-18

**CHURCH, WYBLE, PC**

By: __________________________
(name)
Name: David Mittleman
Title: Church Wyble Pres

Date: 7/20/18

**APPROVED AS TO FORM**

FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: __________________________
Mattis D. Nordfjord

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Page 9 of 9
Introduced by the County Services and Finance Committees of the:

HINGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a “Living Wage” sufficient to meet their employees’ basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute’s August 2000 issue guide, “Higher Wages Lead to More Efficient Service Provision,” indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, “Economic Self-Sufficiency: A Michigan Benchmark,” that a family of three required at that time, on average $2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of $15.83 for households with a single worker and $7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was $18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

i. A “contractor” is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds $50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective
date of the contract with Ingham County exceeds $50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor’s contract for that purpose exceeds $25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee’s health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, whether incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy

a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County $100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the $100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a pay day or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant’s satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:

1. A bona fide training program;

2. A summer or youth employment program;

3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee’s educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.
BE IT FURTHER RESOLVED, that a contractor may request a waiver of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yea: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin Absent: None Approved 6/17/03

FINANCE: Yea: Swope, Dedden, Hertel, Thomas
Nays: Grobner, Minter Absent: None Approved 6/18/03
EXHIBIT B
ADOPTED - DECEMBER 8, 2015  
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15 - 459

WHEREAS, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached Standards of Conduct for Ingham County Vendors.

BE IT FURTHER RESOLVED, a copy of said Standards of Conduct for Ingham County Vendors shall be incorporated into the County’s vendor registration process so that vendors are fully informed as to the County’s expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the Standards of Conduct for Ingham County Vendors.

BE IT FURTHER RESOLVED, that any County vendor found to violate the Standards of Conduct for Ingham County Vendors shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES:  Yeas: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville  
Nays: None  Absent: None  Approved 12/01/15
Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:
Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:
Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)
676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee’s official duties for the County.

Use of County Equipment, Facilities and Resources:
Use of County equipment, facilities and resources is authorized only for County purposes.
• Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:
When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.
Agenda Item 5b

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #18-113 AUTHORIZING AN AGREEMENT WITH WEITZ & LUXENBERG, P.C. TO REPRESENT INGHAM COUNTY IN LITIGATION AGAINST MANUFACTURERS AND WHOLESALE DISTRIBUTORS OF OPIOIDS

WHEREAS, Resolution #18-113 authorized an agreement with Weitz & Luxenberg to secure legal representation and provide legal services in pursuing legal claims against various pharmaceutical manufacturers and/or distributors related to fraudulent marketing and sales of opioid painkillers; and

WHEREAS, the County Attorney negotiated with Weitz & Luxenberg in good faith according to the parameters set forth by the Board and the RFP that Weitz & Luxenberg responded to; and

WHEREAS, the County Attorney and Weitz & Luxenberg have been unable reach an agreement that the County Attorney is able to approve as to form; and

WHEREAS, without approval as to form by the County Attorney, execution of the agreement is a business decision of the County.

THEREFORE BE IT RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County.

BE IT FURTHER RESOLVED, that all other terms and conditions set forth in resolution #18-113 remain unchanged.