

CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

LAW & COURTS COMMITTEE
MARK POLSDOFER, CHAIR
GABRIELLE LAWRENCE
VICTOR CELENTINO
CHRIS TRUBAC
IRENE CAHILL
MYLES JOHNSON
SIMAR PAWAR
MONICA SCHAFER

INGHAM COUNTY BOARD OF COMMISSIONERS
P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE LAW & COURTS COMMITTEE WILL MEET ON THURSDAY, APRIL 27, 2023 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/81848426836>.

Agenda

Call to Order

Approval of the [April 13, 2023](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Prosecuting Attorney
 - a. Resolution to Deactivate the Domestic Violence Coordinator Position (229055) and Create a Position Number for a [Victim/Witness Assistant](#)
 - b. Prosecuting Attorney's Office Update
2. Sheriff's Office – Resolution to Authorize an Administrative Service Contract with [Blue Cross Blue Shield](#) of Michigan and the Sheriff's Office
3. Circuit Court
 - a. Resolution to Authorize an Agreement with [Smart Home/Smart Office](#) to Upgrade Courtroom Audio Processor
 - b. Resolution to Accept the State Court Administrative Office Virtual Backlog Response [Docket Award](#)
 - c. Circuit Court General Trial Division [Reorganization](#) (*Discussion*)
4. Circuit Court – Juvenile Division – Resolution to Authorize the Juvenile Division Purchasing [BizStream](#) Client Management Software
5. Office of the Public Defender – Resolution to Authorize the Purchase of a [Toshiba e-STUDIO9029A Copier](#)

Announcements

Public Comment

Adjournment

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

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

LAW & COURTS COMMITTEE

April 13, 2023

Draft Minutes

Members Present: Polsdofer, Lawrence, Celentino, Trubac, Johnson, Pawar, and Schafer.

Members Absent: Cahill.

Others Present: Judge Donald Allen, Gregg Todd, Scott LeRoy, Annette Ellison, Tom Shanley, Madison Hughes, Kaitlyn Hetfield, and others.

The meeting was called to order by Chairperson Polsdofer at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/81848426836>.

Approval of the March 16, 2023 Minutes

CHAIRPERSON POLSDOFER STATED, WITHOUT OBJECTION, THE MINUTES OF THE MARCH 16, 2023 LAW & COURTS COMMITTEE MEETING WERE APPROVED. Absent: Commissioner Cahill.

Additions to the Agenda

None.

Limited Public Comment

None.

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

1. Community Mental Health – Resolution to Authorize an Extension to the Lease Agreement with the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties for the House of Commons Facility
2. Circuit Court – Juvenile Division
 - a. Resolution to Accept the 2023 Risk Avoidance Program Grant from the Michigan Municipal Risk Management Authority
4. Probate Court – Resolution to Approve Project Change Request No. 22876 with i3-Imagesoft, LLC for the Ingham County Probate Court Imaging Project

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Cahill.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioner Cahill.

3. 55th District Court – Resolution to Authorize the Addition of a 0.5 FTE Court Officer Position in the 55th District Court

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. LAWRENCE, TO APPROVE THE RESOLUTION.

Commissioner Schafer stated she understood that the additional \$43,000 would compensate for the other half of the Court Officer position. She further stated the position was absolutely needed but stated she had a concern with how the position would be supported in the long-term.

Commissioner Schafer stated about five or six positions had been added throughout Ingham County and encouraged fiscal responsibility to ensure this position could be sustained.

Gregg Todd, Ingham County Controller, stated Commissioner Schafer was correct that Ingham County was facing a budget shortfall in 2023 and 2024. He further stated a list of strategies to help long-term would be provided at the upcoming Finance Committee meeting.

Mr. Todd stated it was not just a 2024 shortfall, but could be a structural deficit based on the amount of positions added and the increased compensation for employees, though well-deserved with inflation, has put the County in a position where expenses were exceeding revenues. He further stated there was not an individual solution but this was a critical solution based on the security needs.

Commissioner Schafer stated agreement with the security needs and stated public security and safety should absolutely be a priority. She further stated it would be wonderful to address those concerns at the upcoming Finance Committee meeting.

Commissioner Pawar asked for clarification if the increase would take a current part-time employee and make them full-time.

Mr. Todd stated confirmation. He further stated that Judge Donald Allen, 55th District Court Judge, was confirming with a head nod as well.

Judge Allen stated that he was available to answer any other questions the Commissioners might have.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Cahill.

5. Building Authority – Resolution to Approve Additional Funding Authorization for the Ingham County Justice Complex

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. LAWRENCE, TO APPROVE THE RESOLUTION.

Mr. Todd stated Tom Shanley, Kramer Management Project Director, was in attendance to provide further information. He further stated the Justice Complex was approved at \$79 million and the final cost estimate was around \$81.3 million.

Mr. Todd stated the final cost estimate was based on numerous items including a sanitary auger system that was not anticipated when the building was designed and was \$1.5 million of the estimate. He further stated phase six, which was the demolition of the existing jail, would need roughly \$500,000 but could provide more potential costs as well.

Mr. Todd stated miscellaneous additions came along as the project was built as well. He further stated an additional \$500,000 was being requested in contingency, to total \$2.8 million, and requested the authority to spend that.

Mr. Todd stated there was money available in two pots, one being the existing revenue for the project. He further stated \$68 million was bonded for the project but it was not all spent, so the remaining was invested which earned approximately \$600,000 in interest.

Mr. Todd stated there was also money from the original funding that was transferred over, which would make up the \$800,000. He further stated the Justice Millage Fund had approximately \$2.6 million as well.

Mr. Todd stated the funding was available, but with the way the Building Authority was set up, the County was authorized to spend \$79 million. He further stated additional authorization was needed from the County Commissioners to go back to the Building Authority to approve the rest of the project.

Commissioner Lawrence asked if the funding source would remain the same and if it was coming from the Millage.

Mr. Todd stated it was a combination of Millage funds and the portion of the project that was bonded.

Commissioner Lawrence asked for clarification if additional General Fund money was being requested.

Mr. Todd stated General Fund money was not being requested.

Commissioner Lawrence stated, for confirmation, if the request was for authorization to use the funding that they planned to spend on this project.

Mr. Todd stated confirmation.

Commissioner Lawrence asked if Mr. Todd or Mr. Shanley could speak to the projects timeliness and being over budget.

Mr. Shanley stated the new Justice Complex had the final inmate move in February of 2023 and the project was very close to the schedule that was laid out. He further stated there were a couple impacts with State inspection timelines and other things that caused a slight delay.

Mr. Shanley stated Mr. Todd pointed out that the intent of the project was to eliminate the auger system, which was essentially a trash collection system for items that might go down the sewage line, such as wrappers for food. He further stated the old complex had safety mechanisms for this that created more problems with drains being clogged.

Mr. Shanley stated the new complex had a number of the safety mechanisms in it as well and the intent was to eliminate the need for that. He further stated the County had been working in cooperation with the City of Mason to provide additional testing.

Mr. Shanley stated, at the time the City of Mason did some testing to ensure the Ordinance Compliance was in-line, both complexes were being used which might have caused a slight burden on the system. He further stated the plan now was to continue the testing to ensure that there was a condition, and if there was, that would be why the additional funding would be needed.

Mr. Shanley stated it was based on an estimate that an Engineering group provided to attempt to go back and retro-fit the system. He further stated that was a big part of the request.

Commissioner Lawrence asked if Mr. Shanley was talking about the sewer system.

Mr. Shanley stated confirmation.

Commissioner Lawrence stated that the sewer system was planned to be one-way, but now it was needing to be a different way and the different way will be more expensive.

Mr. Shanley stated confirmation and stated, in a Correctional environment, particularly one that ties into a City sanitary system such as this, some things do come down the sewer line, such as trash, that could get into the pumps and cause them to fail. He further stated if it failed, it could take the whole sanitary system down.

Commissioner Lawrence asked if the more expensive system was in the old facility.

Mr. Shanley stated confirmation and stated there was a grinder at the old facility that would chew up those items as they came down the sewer line, as well as an auger to take out any remaining confetti from the ground trash.

Commissioner Lawrence asked why it was not anticipated that the new facility might need an upgraded system like that.

Mr. Shanley stated the new facility came with many other features, including water management, hooks and lines to catch debris, and some places for extraction along the sewer line. He further stated the design provided a reduced need for the grinder and auger, but sometimes things get through.

Mr. Shanley stated that they have been trying to work with the City of Mason but, from the beginning of the project in 2019, there had been a lot of changeover in both the City and the County which caused some difficulties. He further stated they were trying to ensure the due diligence was done, the testing would be done to see if they do comply, and if they do comply, further action might not be necessary.

Mr. Shanley stated they wanted to account for the exposure of the problem and account for it in the budget if it was needed.

Commissioner Lawrence asked what would happen to the old facility.

Mr. Shanley stated that was the phase they were working on currently. He further stated the idea was a complete demolition of the old complex, restore the site and a new parking lot in front of the new complex.

Commissioner Lawrence asked if there was a threshold amount where Mr. Todd could approve it that would not need Committee or Board of Commissioners approval.

Mr. Todd stated the way the project was set up, it was a Building Authority project. He further stated County Commissioners approved the project and gave the Building Authority, consisting of the County Controller, Treasurer, and Attorney, \$79 million worth of spending authority for the project.

Mr. Todd stated the Building Authority could spend that on anything they believed would need to be spent on for the project. He further stated they were needing the additional authority to spend more money.

Mr. Todd stated, if the auger system was not needed, then they could use the additional funding could be used for something else in the project. He further stated they were getting ready to start digging and problems could arise once that begins, so they wanted to ensure they had a healthy contingency so they would not have to come back in the future.

Commissioner Lawrence asked if this expenditure would exhaust the remaining amount.

Mr. Todd stated it would not.

Commissioner Lawrence asked what would happen to the remaining amount.

Mr. Todd stated it would remain in the Justice Millage which could be used for the bond, some programming, or any other expenses that might come up. He further stated it could become a fund that could be utilized for other things that coincided with the Justice Millage, which was very restrictive.

Commissioner Schafer asked if there were issues that had happened.

Mr. Shanley stated all of the testing provided from the City of Mason, except for a couple of weeks, was prior to the official move in of inmates, which was why it was hard to delineate which was causing the problem because they were both on the same sewer feed. He further stated they do suspect new testing to occur within a couple of weeks from a third party.

Mr. Shanley stated that the couple of weeks that testing was received, it did show a significant reduction in solids and suspended solids, which was good news. He further stated that was why they were hopeful that there was less of a problem and other options that could be used.

Chairperson Polsdofer asked if the change would affect the Sheriff's Office and how they utilize the Justice Complex without disruptions to their operations.

Mr. Shanley stated they would have to work with them with the Sheriff's Office on a coordinated effort if the auger system was needed. He further stated that it could need a tap, but they were planning to use a bypass, which would be a coordinated and limited shutdown where a bypass could be tapped in and isolate the area they were working on to provide the work with no disruption to the Justice Complex.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Cahill.

Commissioner Johnson left at 6:17 p.m.

2. Circuit Court – Juvenile Division
 - b. Youth Center Replacement (*Discussion*)

Annette Ellison, Ingham County Youth Center Director, and Scott LeRoy, Interim 30th Circuit Court Administrator, provided an overview regarding the Ingham County Youth Center replacement. The overview has been included in the minutes as Attachment A.

Commissioner Johnson returned at 6:19 p.m.

Chairperson Polsdofer asked Ms. Ellison to email the report from Fishbeck recommending the replacement of the Youth Center to Becky Bennett, Ingham County Board of Commissioners Director.

Ms. Ellison confirmed she would email the report. She further continued the presentation.

Mr. LeRoy stated the Youth Center was a court-operated facility and fell under a set of rules promulgated by the Social Welfare Act and had different standards than a licensed child care facility. He further stated their staff required one staff member to 8 youth.

Mr. LeRoy stated they were not requesting to increase staff. He further stated the current staff would accommodate the three day rooms of 8 youths without increasing the staff.

Mr. LeRoy stated they were trying to replace the Youth Center without asking for the County for money. He further stated Public Act 97 was passed in 2019 that established a fund for Raise the Age.

Mr. LeRoy stated as part of the Act and the legislation, if you could show you had to make structural changes to a facility or had to build out programming that did not fall under the existing statute for childcare fund reimbursement, you could access another pot of money. He further stated after they had received the Fishbeck report in 2023, they had requested to amend the 2023 Raise the Age grant through the State of Michigan to include upfront costs.

Mr. LeRoy stated Rick Terrill, former Ingham County Facilities Director, had stated it would be \$3.2 to \$3.8 million for the upfront costs. He further stated the State of Michigan had told him that all the money had been appropriated out of that fund.

Mr. LeRoy stated Public Act 97 stated the State of Michigan could appropriate money and once the money was gone you were not able to go back to the fund. He further stated they had submitted an Intent to Apply for 2024 and included the entire cost of the facility of \$32 million.

Mr. LeRoy stated when the State of Michigan stated Intent to Apply applications would be accepted, they said they were looking at appropriating about \$13 million for the entire State of Michigan. He further stated that was important because the amount of money was controlled by State Legislature and he knew some of those present were connected to those in the State Legislature or were chairing Appropriations Committees.

Mr. LeRoy stated he knew that they had provided information to the State of Michigan stating if the State of Michigan was looking to get money directly for Juvenile Justice, which was a hot button issue for the State of Michigan, this was one way to do it. He further stated he had met personally with legislators from around the State of Michigan to try and help educate them about this fund.

Mr. LeRoy stated he had many conversations with Gregg Todd, Ingham County Controller, regarding the funding. He further stated it was a long shot that the State of Michigan would approve the requested \$32 million but if they did, there would be a short time frame to get things done within the fiscal year from October 2023 to September of 2024.

Mr. LeRoy stated if the State of Michigan did not approve the full \$32 million, there were a couple other options. He further stated one option would be for a bond.

Mr. LeRoy stated there was already one Juvenile Justice Millage Bond and would have to cut \$1.8 million in programming, which would be \$3.6 million accounting for the reimbursement received from the State of Michigan for child care. He further stated that would be catastrophic for the system and would have to close down the treatment program, reporting program, all of the programming they had built over the last 15 to 20 years that had reduced the need for detention beds.

Mr. LeRoy stated the second option would be to bond the project, where the County would pay the \$1.8 million over 20 years out of a pot of money. He further stated he was not certain that would be something the County would like to do or not.

Mr. LeRoy stated the third option would be to have it on a ballot separate from the Juvenile Justice Millage. He further stated the Juvenile Justice Millage had been around for 21 years and did not know if increasing that millage would be beneficial because, if it did not pass, all of the programming would be lost.

Mr. LeRoy stated there could be a separate millage on the ballot as a Juvenile Detention Millage that could be on the August or November 2024 ballot. He further stated another option would be to not do anything.

Mr. LeRoy stated they could continue to operate with the facility they had the best they could. He further stated Ms. Ellison was correct in saying that the programming they offer was state of the art.

Mr. LeRoy stated 30th Circuit Court Judge Lisa McCormick had stated Ingham County was seen as a beacon of Juvenile Justice. He further stated that was true and they are looked at across the state as one of the highest-functioning courts for evidence-based programming, statistics and data available.

Mr. LeRoy stated part of that was the people they had working in the system and another part was having Michigan State University eight miles east and having a great working relationship with them. He further stated they were going to try their hardest to receive the full grant but did not think that would happen.

Ms. Ellison continued with the presentation.

Commissioner Celentino thanked Ms. Ellison for the tour of the Youth Center. He further stated he did see deficiencies, facilities that needed upgrading, small classrooms, and a medical clinic where the dental program could not be implemented correctly due to the space.

Commissioner Celentino stated the new facility would require a new site on six and a half acres. He further asked what would happen to the current facility.

Mr. LeRoy stated it could be possible that the Department of Health and Human Services (DHHS) may be interested in the facility to expand on the two smaller facilities in Northern Michigan. He further stated he had heard that DHHS would look into a regional approach to keep kids closer to their homes.

Mr. LeRoy stated he felt it would be worth a discussion with DHHS and felt the State of Michigan would be interested in having that conversation about the facility. He further stated, from the State of Michigan's perspective, Ingham County housed females and males, 13 year olds to 18 year olds and in the State of Michigan facilities they controlled who was in their population and were already segregating kids by facility.

Mr. LeRoy stated the State of Michigan did not have the structural issues that the Ingham County Youth Center had just having two day rooms. He further stated he thought the State of Michigan may like that the Ingham County Youth Center had two day rooms but he could not speak for the State of Michigan and felt the idea was worth exploring.

Mr. LeRoy stated another option would be to look at selling the building to a private organization in the Juvenile Justice system. He further stated there could be a private or non-profit organization that could operate long-term secure resident treatment interested in purchasing it.

Commissioner Celentino asked Mr. Todd when the Building Authority would be reached and if the Building Authority would give a recommendation to the Board of Commissioners based on the site.

Mr. Todd stated, once the County decided to move forward with the project and were going to the bond market for the land and everything else, the County would create a resolution that proposed the project not to exceed a certain amount of dollars and authorize the Building Authority to take over the project. He further stated the Building Authority would then work with the Courts to develop the layout and programming and all of the costs would be done through the Building Authority.

Commissioner Celentino asked if that included the site.

Mr. Todd stated one way was to say there was available land at one facility but they were unsure if they wanted to use that land or look to purchase other land without the Building Authority involved. He further stated another option would be to roll it all into one project.

Commissioner Celentino asked if it was possible to get part of the Public Act 97 requested funding amount.

Mr. LeRoy stated confirmation. He further stated if the State of Michigan decided to give half of the amount requested he did not think they could act fast enough to get the other half before the legislation had sunset.

Mr. LeRoy stated that legislation was a three year grant and it was required to reapply each year and the third year was 2024. He further stated if the State of Michigan came back in the next couple of months and stated they would approve the intent to apply for \$32 million they would have to move quickly to spend the funds by September 2024.

Commissioner Celentino asked if the Circuit Court spoke with other Committees or if this would be taken to a Board Leadership meeting to move forward.

Mr. Todd stated he thought that would be best for the Law & Courts Committee to forward their recommendation to a Board Leadership meeting.

Mr. LeRoy stated they wanted to start with the Law & Courts Committee and get some guidance on how they should move forward with the project. He further stated there was Juvenile Justice Fund balance with Juvenile Justice Millage money so if there was a piece of property they could act on it fairly soon.

Mr. LeRoy stated that he was not sure how public the Board of Commissioners would want to make that as he had heard that when people found out the County was looking to purchase property, they negotiated prices differently with the County.

Chairperson Polsdofer asked if Mr. LeRoy knew when the Juvenile Justice Millage renewed.

Mr. LeRoy stated the Millage would renew in 2028.

Commissioner Schafer asked what percentage of the Justice Millage the Circuit Court utilized and who all utilized funds from the Justice Millage. She further asked if it was possible to look at combining into a complex similar to the new Justice Complex and if it would make sense from a financial point of view.

Commissioner Schafer stated they did not want to rent the current building out to another county entity with all the updates and infrastructure issues it had. She further stated, similar to the Justice Complex combining with the 55th District Court, was there a way to cap the money and bring it under one roof.

Commissioner Schafer stated when she was campaigning, Millage funds were the number one concern her constituents raised and where the money was being utilized. She further stated if there was a way to bring facilities together and upgrade them together it would have a positive financial impact.

Mr. LeRoy stated the Juvenile Justice Millage brought in about \$5 million a year. He further stated that \$5 million was leveraged with State of Michigan Child Care Fund dollars so it was a total of about \$10 million.

Mr. LeRoy stated the County used to be reimbursed \$.50 on the dollar for child care reimbursement but it was now \$0.585 on the dollar. He further stated it was around \$10 to \$11 million received but it changes and fluctuates based on accrued interest and property values.

Mr. LeRoy stated the Justice Millage funds were used for programming. He further stated the entire operating budget for the Detention facility was Juvenile Justice Millage matched with the State of Michigan Child Care Fund.

Mr. LeRoy stated the entire operating budget for the Ingham Academy, Evening Reporting Program, and Truancy Court, were all programs that the Juvenile Justice Millage operating dollars matched with State of Michigan Child Care Fund.

Mr. Todd stated if the County looked at trying to fund a new facility through the existing Millage, it would not work because it would deplete all of the programs they were providing.

Commissioner Celentino clarified that the existing millage only dealt with treatment programs. He further asked if it would be a new millage for the new facility.

Mr. Todd stated the Juvenile Division would have the authority to build out of the existing Juvenile Justice Millage if the Board of Commissioners wanted to.

Mr. LeRoy stated confirmation.

Mr. Todd stated it would not be feasible to fund a new facility through the existing millage. He further stated the options would be to rely on the State of Michigan, bond the project, or put out a new millage.

Mr. Todd stated if the project were bonded it would be about \$1.8 million that would be a General Fund cost since they could not tap into the existing millage as those funds were being used for programming. He further stated if there was a new millage and the millage paid for the bond payment or that bond payment would be coming out of the General Fund.

Commissioner Schafer asked if that bond payment would be \$1.8 million a year.

Mr. Todd stated confirmation. He further stated it was assumed that they would use fund balance for land or grant money from the State of Michigan for the upfront cost.

Commissioner Schafer stated she understood that the County had done a lot with the American Rescue Plan Act (ARPA) money and a lot of it was allocated but had not been spent. She further asked if it would be possible to pull back any of the ARPA funding to apply toward the \$1.8 million payment.

Mr. Todd stated the ARPA funds had all been allocated but he was not certain that it all would be spent. He further stated the problem in using ARPA to make bond payments was they would not start making bond payments until 2025 and the ARPA funds would need to be spent by 2026.

Mr. Todd stated he would hate to commit that there would be ARPA funds available since it had all been allocated. He further stated that come 2026, they may be hustling to get those funds spent but could not commit to that.

Commissioner Schafer asked if you were to combine the different entities that had their different overheads into one complex, could there be savings of \$1.8 million doing that.

Mr. Todd stated probably not. He further stated, for something like that, there would need to be land and the programming that goes along with it.

Mr. Todd stated the Family Center was in good shape so building onto that could be done but that would not save \$1.8 million.

Commissioner Schafer asked if the 12 acres mentioned previously would not work.

Mr. Todd stated that was where the Family Center was now. He further stated it was doable but may run into issues putting a detention center there with it being in a very residential neighborhood.

Mr. Todd stated doing that would save on the land cost but would not gain anything building a new Youth Center since it would not replace the Family Center.

Commissioner Schafer asked if it would be possible to utilize the property of the old Justice Complex that was being removed.

Mr. Todd stated that property was going to go toward parking and green space for the new Justice Complex. He further stated even after the removal of the old Justice Complex, it was a very tight site.

Mr. Todd stated they would want the new facility to be built in the community where a lot of the kids were coming from. He further stated building the facility in Mason was taking it outside of that community.

Mr. LeRoy stated it would be very hard for parents to visit in Mason with there being no bus lines available.

Commissioner Trubac asked Mr. LeRoy to go back through the State of Michigan grant option, how it would work, and what had already been pursued.

Mr. LeRoy reiterated the State of Michigan grant option. He further stated he had spoken with DHHS and was told that they were serious about their Intent to Apply request but it was a lot of money.

Commissioner Lawrence left at 7:00 p.m.

Mr. LeRoy stated he had met with DHHS in December 2022 and had asked if the Intent to Apply request was something they were seriously entertaining and DHHS had confirmed they were. He further stated there were other people in the State of Michigan Legislature that were trying to decide what to do with funds they had to spend also.

Mr. LeRoy stated he had heard from an inside sources that one idea was to appropriate some of the money to Juvenile Facilities to help build new facilities.

Commissioner Trubac stated the money that was allocated or appropriated with Raise the Age was already gone by the time they had begun pursuing that option. He further asked if at this point they were looking for somewhere to start fresh.

Mr. LeRoy stated with the State of Michigan grant, an intent to apply would be submitted each year and when the State of Michigan was building their budget they had an idea of what they would be appropriating based on the intent to apply. He further stated the intent to apply requests

were due in February and the State of Michigan would build what was needed into the State of Michigan grant.

Mr. LeRoy stated for 2023, the grant money was not available but their 2024 Intent to Apply request was for \$32 million. He further stated if the State Legislature decided to appropriate \$50 million for the entire State of Michigan and gave Ingham County \$32 million they would be able to do it.

Mr. LeRoy stated they were looking at all the angles and exploring things. He further stated when you read the Act, it was clear that they fall within the parameters of the Act.

Commissioner Lawrence returned at 7:02 p.m.

Commissioner Trubac stated the amount was a huge ask.

Mr. LeRoy agreed, but stated it was not impossible.

Ms. Ellison stated a neighboring County had requested \$10 million to fund detention center renovations and received that.

Mr. LeRoy stated those funds were received in 2023. He further stated that County had not provided any documentation or reports with recommendations for replacement or improvement and still received the funds.

Chairperson Polsdofer asked what County it was that had received \$10 million.

Mr. LeRoy stated it was Eaton County.

Chairperson Polsdofer stated the Board of Commissioners would look at the Governor's Executive Recommendation, see where the tentative number was and have conversations with their Legislators on this.

Commissioner Pawar stated there might not be a full understanding of how the programs work and asked, based on the structural engineering of the future complex, what thought process had been looked into for programming that was provided through the Youth Academy. She further asked if there was a comprehensive way to look to the future ten to 15 years in regards to the programs provided that could make it more of a complex and not just a detention center.

Commissioner Pawar stated the future should be taken into consideration when discussing various programs and buildings that might not need renovations now but could in the next ten years. She further asked if other programs could be brought under one complex.

Mr. LeRoy stated it was a possibility and was done across the State of Michigan. He further stated there were Juvenile Justice Facilities, Detention centers, Day Treatment areas, and residential facilities all housed in one unit in other areas.

Mr. LeRoy stated facilities costs could be saved because it was one building needing those services but the programming would have to be completely separate. He further stated in the detention center, the youth are housed in a secured setting and those youth should never be mixed with youth that are there to go to school.

Commissioner Pawar stated that there could be concerns with the complexes in the future that do not need repairs now, but could in the future. She further asked if there was a plan for those buildings in the future because asking for a Millage is not always the best plan.

Mr. LeRoy stated he did not disagree with Commissioner Pawar. He further stated the Day Treatment program was treated like a school where they would pick the youth up from their homes and bring them to the facility.

Mr. LeRoy stated there could be a looming threat if the Detention Center, where the youth are locked up, was on the other side of their day treatment. He further stated, in an ideal world, these services would remain separated for the children involved.

Mr. LeRoy stated that possibly 30 years down the road, the Day Treatment program could need a new facility. He further stated money had been invested in the Family Center and an approximately \$800,000 safety and security renovation was taking place being paid for out of the existing Juvenile Justice Millage fund.

Commissioner Lawrence stated she believed a facilities assessment would be requested by the Commissioners.

Chairperson Polsdofer stated that would be the Fishbeck assessment that was done.

Commissioner Lawrence stated she was asking about a facilities assessment for all Ingham County facilities.

Mr. Todd stated there were facility assessments but he was unsure if there was one for every facility and how updated they were. He further stated that could be something done for the budget cycle.

Commissioner Trubac thanked Mr. LeRoy and Ms. Ellison for bringing this matter to the Law & Courts Committee to discuss and ask questions. He further apologized for being unable to tour the facility but could appreciate the needs based off what the other Commissioners had seen and what they had pointed out.

Commissioner Trubac stated his support to bring this discussion to a Board Leadership meeting to come up with a plan. He further stated he believed that was the consensus from the other Law & Courts Committee members as well.

Commissioner Schafer asked if a letter of support from the Commissioners would assist in the request for the grant.

Mr. LeRoy stated he believed that could help and any relationship one might have with a legislator would also help greatly. He further stated they were open to hosting individuals from the State to come out, tour the facility and educate.

Commissioner Schafer asked if that would be something the Law & Courts Committee would create.

Chairperson Polsdofer stated State Senator Sarah Anthony and State Senator Sam Singh were looking to come meet with the Board of Commissioners in the future and, if the timing worked out, they could include this in the conversations.

Commissioner Celentino stated he was glad they were meeting with the Senators, but a letter had been done in the past where the Chairperson of the Committee or of the whole Board of Commissioners would write the letter. He further stated he was not sure on the timeline for this grant.

Mr. LeRoy stated he could not recall when the grant request would have to be submitted but they had already submitted a two-page intent to apply.

Chairperson Polsdofer stated with that information and knowing what was happening in the next two months at the State level and appropriations would provide a picture to know where they would be settling. He further stated the Board of Commissioners could decide after that.

Commissioner Trubac stated he was not sure about the two month timeline at the State level.

Mr. LeRoy asked when the State of Michigan would start to finalize their budget.

Chairperson Polsdofer stated ideally, things would be wrapped up by July. He further stated he was aware there was a lot of activity happening this week and deferred to Commissioner Trubac.

Commissioner Trubac stated it was hard to speak specifically on what the process would look like that was unfolding now. He further stated things were moving pretty quickly from what he was picking up.

Commissioner Johnson asked what plans were to alleviate the issues the Youth Center was having right now.

Ms. Ellison stated the Youth Center prided themselves on their programming to keep kids engaged, stimulated and regulated. She further stated a solution they had with the older population was partnering with Peckham to introduce programming to help the older population.

Ms. Ellison stated they had a focus group over the summer with residents to find what programming they would like to see being at the Youth Center long term. She further stated Peckham had started a couple of programs within the last couple of months based on the feedback provided in that focus group.

Ms. Ellison stated they were working with the Facilities Department about what could be done manage safety and security. She further stated they had worked with a new medical vendor to look at services and what could be done within the existing facility or the need to utilize more community providers for providing medical care that could not be provided in house.

Ms. Ellison stated they were providing more training to staff on how to deescalate youth and work through challenging situations they had and providing more staff support.

Commissioner Trubac requested Chairperson Polsdofer work with staff and Board of Commissioners Chairperson Sebolt to draft a letter that would be sent to Legislative leaders from Ingham County to communicate the importance of the need, the financial difficulty, and what the Board of Commissioners were looking for. He further asked that be completed fairly quickly.

Chairperson Polsdofer stated he thought that could be completed this week. He further stated he would keep everyone updated on what the letter would look like.

Chairperson Polsdofer stated they would move this issue to Board Leadership for awareness, discussion, and figure out next steps.

Announcements

None.

Public Comment:

None.

Adjournment

The meeting was adjourned at 7:16 p.m.

Attachment A: Ingham County Youth Center Replacement Overview

INGHAM COUNTY YOUTH CENTER FACILITY CONSTRUCTION

Built in 1986, the Ingham County Youth Center a division of the 30th Circuit Court, is responsible for providing temporary custody and care for juveniles in a safe and secure setting. The Youth Center supports a 24-bed unit for male and female juveniles, ages 12-18, who have violated the law, violated court orders and stipulations of probation, and/or who are waiting court-ordered placement. The Youth Center is 16,500 square feet and is staffed 24/7/365. Its secure detention program aims to give youth the chance to make positive changes in their lives while also keeping the community safe. The Youth Center provides educational, psychological, medical/dental, mental health, nutritional, recreational, case management, and other much-needed services. The Youth Center and its programs are a nationally recognized model for juvenile detention.



I. CURRENT PRESSURES and OPERATIONAL CHALLENGES

- Existing facility is almost 40 years old-many of its internal and external features are now obsolescent and require frequent maintenance repairs
- Obsolescent technology, electrical, plumbing, and heating, cooling, and ventilation systems
- October 2021 "Raise the Age" legislation: 1 out of 20 youth were entering the Youth Center at 17 years of age or older where now the ratio is 1 out of 3 youth are 17 years of age or older
- Four times more serious crimes and violent offenders (murder, attempted murder, assault, gun related charges)
- Challenges in appropriately segregating juveniles based on age, risk, gender, etc.
- Longer-term detention stays (average length of stay 12-14 days has increased to 6 to 18 mos.)
- Increase in mental health crisis and need for hospital monitoring
- Linear layout compromises safety
- Current design does not meet current ADA standards
- Limitations in providing proper monitoring and safety to youth in behavioral and mental health crisis
- Does not meet current environmental psychology standards for a trauma-responsive juvenile facility
- Small classrooms, medical clinic, and lack of meeting spaces for mental health professionals, Juvenile Court Officers/Case Managers

II. COURT'S RESPONSE TO CURRENT PRESSURES AND OPERATIONAL CHALLENGES

- Under the direction of the Circuit Court Chief Judge, in fiscal year 2022, BOC approved funding for Architectural & Engineering Assessment Services for the Youth Center
- June 2022, an RFP for Architectural & Engineering Assessment Services to perform an assessment of the Youth Center with a focus on whether to renovate or build a new center whichever was in the counties best interest
- July 2022 approval from the BOC to hire Fishbeck an A&E firm who teamed up with HDR in the amount of \$24,950 to provide Ingham County with an Assessment Report
- November 4, 2022 Fishbeck provided a final assessment report to the Youth Center
- Judicial Leadership and Controller's office supports new construction for the Youth Center

III. BUILDING ASSESSMENT RECOMMENDATIONS and VISION

Not to increase bed capacity and operational costs BUT to upgrade structure to current standards, and increase square footage of the facility in order to provide a layout that improves safety and security, better accommodates programming and services, and meets the County's net zero greenhouse gas emission goals required by Resolution #21-210.

- Fishbeck & HDR are recommending the construction of a new 38,000 square foot facility with a construction cost estimated to be between \$25 and \$30 million depending on scope of work, final design, and when construction will begin. (To renovate current facility will be about the same, however, impossible given the current land cannot accommodate the square footage needed)
- A new facility would need a new site approximately 6.5 acres in size
- increase number of dayrooms to accommodate smaller group sizes and improve dayroom assignment and segregation according to age, risk, and gender
- Layout that eradicates blind spots and improves traffic flow within the facility
- Expanded Intake area separate from staff and public entrance
- Increase capacity for 24-hour behavioral monitoring units for detained youth in behavioral and mental health crisis
- Industry standards for Suicide-Resistant, ADA approved, and trauma-responsive juvenile facility design
- Technology upgrades to support security system and services requiring the use of technology (i.e. school, hearings)
- State of the art facility to better accommodate evidenced-based best practice programming and services

IV. FINANCING NEW CONSTRUCTION

- Public Act 97 establishes a Raise the Age Fund within the Department of Treasury, which will be administered by MDHHS for reimbursement and auditing purposes through E-GrAMS. These will be expenses associated with exercising jurisdiction over juvenile justice youth who come under court/tribal jurisdiction at age 17 that would not be reimbursable through the already-existing Child Care Fund Reimbursement Program.
- * Raise the Age funding to cover property acquisition, facility design, and Owners Representative
- * Juvenile Division submitted an Intent to Apply for the Raise the Age FY 2024 Grant in the amount of 32 million
- * A \$25 million bond over 20 years will have an estimated annual debt service payment of \$1.8 million, equivalent to around 0.22 mills based on the 2022 taxable value.
- * A special millage placed on either August or November 2024 ballots (Or the County would need to pay the elections costs for the parts of the County where no election is already scheduled).

V. NEXT STEPS

- Identify funding source(s)
- Identify location for facility (Lansing is preferred)
- Go through the appropriate departments and committees for approval to move forward with the project
- Begin putting together estimated site acquisition costs which includes a base line environmental assessment before negotiating a purchase price
- Work on estimating costs for an Architectural & Engineering firm, Construction Manager, and an Owners Representative
- Work on developing RFP's for all the consultants
- Consider best approach to the construction project based on funding requirements
- Once contracts are in place begin working on finishing conceptual and preliminary design
- Work on finishing design review and construction bid documents
- Begin construction

**APRIL 27, 2023 LAW & COURTS AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Controller recommends approval of the following resolutions:

1a. Prosecuting Attorney – Resolution to Deactivate the Domestic Violence Coordinator Position (229055) and Create a Position Number for a Victim/Witness Assistant

This resolution authorizes the deactivation of the current Domestic Violence Coordinator position, and the creation of a Victim/Witness Assistant. The Domestic Violence Coordinator job description was based on the duties associated with the Victims of Crime Act (VOCA) grant funded position. This position is now County funded and the responsibilities are the same as other Victim/Witness Assistants in the department. This position change will go from an ICEA Pro 4 (\$46,712-56.092) to a UAW G (\$44,049-52,532).

See memo for details.

2. Sheriff's Office – Resolution to Authorize an Administrative Service Contract with Blue Cross Blue Shield of Michigan and the Sheriff's Office

This resolution authorizes an Administrative Service Contract with Blue Cross Blue Shield of Michigan (BCBSM) with the Sheriff's Office to cover off-site medical for inmates. The Health Department was the holder of this agreement, but with the jail medical switch to VitalCore, they are no longer involved in jail medical.

See memo for details.

3a. Circuit Court – Resolution to Authorize an Agreement with Smart Home/Smart Office to Upgrade Courtroom Audio Processor

This resolution authorizes an agreement with Smart Home/Smart Office to upgrade the audio processor in Courtroom 8 at the VMC. Smart Home/Smart Office is on the MiDeal program. Cost of the upgrade is \$12,667.73 and funds are available in the Courtroom Technology CIP.

See memo for details.

3b. Circuit Court – Resolution to Accept the State Court Administrative Office Virtual Backlog Response Docket Award

This resolution approves the acceptance of a grant from the State Court Administrative Office in the amount of \$64,646.08 of which \$30,646.08 will be directed to the Michigan Department of Corrections to assist with sentencing investigations. The remaining balance of \$34,000 will be used to pay for a virtual visiting Judge to assist with the following proceedings: Motions to set aside convictions, driver's license appeals, motions to transfer structured settlements and annuities of lottery winnings, debtor exams, and objections to garnishments. There is no cost to the County.

See memo for details.

4. Circuit Court – Juvenile Division – Resolution to Authorize the Juvenile Division Purchasing BizStream Client Management Software

This resolution authorizes an agreement with BizStream for \$24,800 for Youth Center software to manage and track client contacts, risk assessment information, detention and placement history, and school information. Funding is available in the Client Management Software CIP.

See memo for details.

5. Office of the Public Defender – Resolution to Approve Additional Funding Authorization for the Ingham County Justice Complex

This resolution approves the purchase of a new printer for the Office of the Public Defender from Toshiba for \$7,850. Funding is available through the 2023 Michigan Indigent Defense Commission Compliance Plan.

See memo for details.

ADDITIONAL ITEMS:

1b. Prosecuting Attorney – Prosecuting Attorney’s Office Update

3c. Circuit Court – Circuit Court General Trial Division Reorganization (Discussion)

Agenda Item 1a

TO: Board of Commissioners, Law & Courts, County Services, and Finance Committees
FROM: Nicole Matusko, Chief Assistant Prosecutor
DATE: April 18, 2023
SUBJECT: **Deactivate the Position Number for Domestic Violence Coordinator (#229055) and Create a Position Number for a Victim Witness Assistant**

For the meeting agenda of Law & Courts for April 27, 2023

BACKGROUND

For the 2023 budget, the Board of Commissioners approved “the conversion of a grant funded domestic violence advocate position to a full-time county funded position.” This request is to deactivate the grant-funded position number (Position #229055) and to create a victim witness assistant that will be assigned a dedicated domestic violence caseload. This process will allow our victim witness unit to be a cohesive unit of advocates housed under the same union as the lead that are able to provide seamless services and referrals more effectively to our community.

In March 2022, there was a significant change to the Victims of Crime Act (VOCA) grant. This grant had funded a domestic violence advocate position in our office since 1999. The role of this advocate was limited by the federal grant requirements and often our county-funded advocates had to complete tasks that were not included in the grant funding. Over the course of the past few years, our office has seen an increase in domestic violence cases and an overall rise in lethality factors. Below are the number of domestic violence cases submitted during the budget process for 2023:

2018: 2,338 cases
2019: 2,332 cases
2020: 2,447 cases
2021: 2,452 cases

In 2021, our VOCA grant position provided services to 1,149 individuals. Services included referrals to community resources, personal accompaniment to court, emotional support, shelter services, and general assistance navigating the criminal justice system. In 2020, our office received a Stop Violence against Women (STOP) Grant that now funds a 100% dedicated domestic violence prosecutor however does not have funding for a comparable advocate. This prosecutor focuses on felony cases with high lethality factors, repeat offenders, and bringing accountability to those offenders that previously our office was unable to dedicate the resources to prosecute. For the last year, our domestic violence unit prosecutors and our current three adult victim advocates have been attempting to fulfill the role of this dedicated advocate however having each advocate support approximately 383 individuals or take on approximately an additional 800 cases per year is not sustainable. Our office appreciates that the approval of this position acknowledged the hard work necessary for our advocates to be effective in the community.

The current job description for the grant-funded position of “Domestic Violence Coordinator” is outdated and inconsistent with the duties of our victim witness advocates. This job description was not available during the 2023 budget process. When it was located and reviewed, it appears it was limited by the grant requirements. In addition, as it was adopted in 2001 and appears to have never been modified as it does not include many of the duties our former grant funded advocate was performing upon her departure. Our office is seeking to deactivate

the outdated “Domestic Violence Coordinator” position number and create a victim witness assistant position number. The job description and duties of a victim witness assistant are detailed and extensive. These duties are consistent with the role of an advocate within our office. A copy of this job description is also attached for reference.

Currently our adult victim witness advocates are assigned a caseload by an alpha-split of the offender’s last name. Our office also has an advocate with a dedicated caseload to assist in juvenile court matters. Consistent with the approval in the 2023 budget, this newly created position number would sit to replace the domestic violence coordinator. This would allow a dedicated advocate to handle domestic violence/intimate partner violence cases. This is consistent with the position that the Board of Commissioners approved for this year’s budget.

Allowing a position number in the same union with the same duties allows for cross training as well as coverage when an advocate is out of the office. In addition, this would allow movement within the victim witness unit if an advocate were to need relief from handling the specialized topic due to workplace burnout or vicarious trauma. This also allows our office to assign advocates based upon interest and qualifications. The current separation of the “domestic violence coordinator” from the other advocates has created a situation where a non-union member may be required to do work outside of their own collective bargaining agreement. It also places one member into a position with an inability to change “assignments” if the operational need arises.

ALTERNATIVES

Without this change, our victim witness unit will be comprised of three advocates with the same job description and one advocate with a job description limited by a grant our office no longer receives. The current job description of the “Domestic Violence Coordinator” does not encompass all of the critical services offered by our victim witness unit. If we are unable to fill this position, the services we provide to victims in our community will be lacking given the significant caseload handled by our previously funded grant advocate.

FINANCIAL IMPACT

This position was approved in the 2023 budget. There will be no increased financial impact on the prosecutor’s budget for 2023 or moving forward. This position was approved as ICEA County Professional 04. The Victim Witness Assistant is UAW level G. The costs both immediately and long-term will be less.

<u>Victim Witness Assistant (UAW G)</u>			<u>Grant Funded Domestic Violence Coordinator (ICEA County Professional 04)</u>		
	<u>Level 1</u>	<u>Level 5</u>		<u>Level 1</u>	<u>Level 5</u>
Salary	44,049	52,532	Salary	46,712	56,092
Unemployment	220	263	FICA	3,503	4,207
FICA	3,370	4,019	Dental	936	936
Liability	607	724	Vision	135	135
Health	19,002	19,002	PHP MED	19,002	19,002
Retiree Chargeback	3,586	3,586	MERS 0202	14,266	17,131
Retiree Health Trust	1,982	2,364	MERS 0202	467	561
Workers Comp	18	21	Liability	644	773
Dental	936	936	Work Comp	19	22
Vision	135	135	Disabil 60	61	73
Separation	881	1,051	Unemployment	234	280
Life	90	90	Retee Chg B	3,585	3,585
Disability	57	68	Separate	934	1,112

Retirement	11,003	13,122		Ret/Hlth/T	2,102	2,524	
Retirement	440	525		Life 40K	120	120	
TOTAL:	<u>86,337</u>	<u>98,437</u>			<u>92,719</u>	<u>106,563</u>	

OTHER CONSIDERATIONS

Our office currently receives funding for one dedicated assistant prosecuting attorney (APA) for domestic violence and intimate partner violence cases. This funding is under the STOP grant. Our domestic violence advocate works closely with the STOP APA, and the other members of the DV/Sexual Assault Unit, to provide support, notification, and court assistance to all victims serviced by the STOP grant. The STOP grant focuses on felony level prosecution of domestic violence and intimate partner violence.

Our office met with members of Human Resources and they recommend handling this matter consistent with this request. Our office also discussed this matter with the UAW and the union is supportive with handling this matter consistent with this request.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support the Deactivation of the Domestic Violence Coordinator Position Number and Creation of a Victim Witness Assistant Position Number.

Nicole Matusko

From: Teresa Carter
Sent: Sunday, April 16, 2023 10:54 AM
To: Nicole Matusko
Subject: RE: DV Victim Witness Assistant

Thank you Nicole for discussing this with me, Yes the Union is in agreement with this process and to bring the DV Victim Witness Assistant in as a UAW position as a G.

Teresa Carter
Unit Chair
Local 2256

From: Nicole Matusko <pa_matusko@ingham.org>
Sent: Sunday, April 16, 2023 10:44 AM
To: Teresa Carter <TCarter@ingham.org>
Subject: DV Victim Witness Assistant

Teresa,

As I believe you're aware, for the 2023 budget, the Board of Commissioners approved "the conversion of a grant funded domestic violence advocate position to a full-time county funded position." About a month ago, I located the old job description for the DV Coordinator. I met with HR last week to discuss this as I had some concerns for our office given the position number for the prior DV Coordinator was tied to an outdated/granted limited job description that was inconsistent with the job in practice and was placed in a different union as the other advocates within the victim witness unit – including our lead who would train this person.. HR recommended going through the resolution process to deactivate the old position number for the DV Coordinator and then reactivate a VW Assistant position number or ask the county to create a new position number for the county-funded position which would be the same as a Victim Witness Assistant (UAW G).

I am submitting a request is to deactivate the grant-funded position number (Position #229055) and to create or reactivate a victim witness assistant. There appears to be an inactive Victim Witness Assistant position number available (Position #229050). Our office believes this will allow our victim witness unit to be a cohesive unit of advocates housed under the same union as the lead that are able to provide seamless services and referrals more effectively to our community. Our office will continue to have an assigned advocate for the DV cases within the unit.

HR asked me to reach out to you to see if the UAW would support handling this position in this manner. I do believe it best supports our current Victim Witness Unit and will serve the office better moving forward.

If you have any questions or concerns, please let me know!

Nicole

Nicole Matusko

Chief Assistant Prosecuting Attorney
Ingham County Prosecutor's Office
nmatusko@ingham.org / (517) 483-6231

**INGHAM COUNTY
JOB DESCRIPTION**

DOMESTIC VIOLENCE UNIT COORDINATOR

General Summary:

Under the general supervision of the Victim Witness Coordinator, provides direct services to the victims of domestic violence. Recruits, trains and maintains a group of volunteers who work as advocates with victims of domestic violence. Refers victims to community agencies and support institutions. Provides victims information on legal services available for their protection, safety, and support. Compiles statistics and information for reports and audits.

Essential Functions:

1. Provides direct services to the victims of domestic violence including an overview of the criminal justice system. Provides the victim transportation to and from court for appearances and provides other support and assistance as may be necessary.
2. Refers the victim to community agencies and other resources such as shelters, job training and family counseling.
3. Recruits, trains, and maintains a group of volunteers who work as advocates for victims of domestic violence. Educates volunteers on the criminal justice system, problems of domestic violence and the available community resources to help prevent abuse.
4. Provides crisis intervention to victims of domestic assault addressing immediate and long-term needs. Explains office policy regarding criminal charges.
5. Provides victims information on legal services available for their protection, safety and support. Provides victims with emotional support and reassurance.
6. Provides notification of pre-trials, trials, pleas and sentencing. Explains the process and meaning of various steps in the proceedings.
7. Completes performance reports and audit information, which may be required for grant monies. Maintains records of activities associated with the program and prepares grant reports.
8. Provides public education through public speaking and other means on safety planning related to domestic assault and related issues.
9. Attends conferences and workshops related to domestic violence. Networks with other service providers to stay abreast of ongoing efforts to address victim assistance programs.

Other Functions:

10. None listed.

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

Employment Qualifications:

Education: Two to three years of college-level coursework in criminal justice or a human service related area. Bachelor's Degree preferred.

Experience: One or more years of experience working with law enforcement, the courts, or related social service providers. Experience related to domestic violence prosecution and victim advocacy is desirable. One or more years of working with victims of domestic violence preferred. Experience in grant writing and reporting desirable.

Other Requirements: Possession of a valid Michigan's Driver's License.

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

Physical Requirements: [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

Ability to access filing systems.

Ability to enter and retrieve information from computer systems.

Ability to travel and access all courtrooms.

Working Conditions:

Works in an office setting.

Travels to and from courtrooms throughout the County.

DOMESTIC VIOLENCE UNIT COORDINATOR (1/22/01)

**INGHAM COUNTY
JOB DESCRIPTION**

VICTIM/WITNESS ASSISTANT

General Summary:

Under the supervision of the Assistant Chief Prosecutor, ensures implementation of victims' rights as mandated by law, includes attending court hearings, trials, and witness management. Provides crisis intervention and emotional support to victims and/or witnesses regarding criminal justice.

Essential Functions:

1. Sends informational packets to victims of crime to inform the victim of the charges filed and their rights under the Crime Victims' Rights Act. Provides victims with impact statement to complete and return if they choose to take advantage of their rights under law.
2. Informs victims, by letter or telephone, of court dates and actions taken. Ensures that statutory requirements regarding notification are fulfilled at each step during prosecution of the case.
3. Advises victims of hearings and final dispositions which includes providing forms to be completed by the victim and assists with the preparation of such statements.
4. Assists victims in completing applications for compensation to recover some of the expenses incurred as a result of the crime. Provides victims with information that may assist in filing a claim.
5. Meets and/or assists victims in preparing for court and provides support by familiarizing them with the court process. Serves subpoenas to victims during scheduled meetings and to other witnesses outside of the office with the assistance of the prosecuting attorney.
6. Attends hearings and trials with victims as requested.
7. Schedules appointments with the assistant prosecutors for victims and explains court procedures and their rights to these individuals.
8. Interviews victims and/or families of victims to discuss the case and possible plea agreements and acts as liaison between the victim and the prosecutor.
9. Provides crisis intervention and assistance to victims in obtaining Personal Protection Orders, handles threats, and shelter referrals or counseling.
10. Assists assistant prosecutors and police agencies with problem witnesses. With police support, serves
11. May supervise grant paid employees, interns, and volunteers, includes making work assignments and reviewing work products.
12. Coordinates travel arrangements for witnesses attending court from outside the area. Provides transportation to court as necessary.
13. May assist in grant writing for the victim/witness unit.

14. Serves on boards and councils to provide input on victim's issues. Makes presentations to community groups, local police departments, hospitals, and other organizations on victim's rights and the County's victim/witness program.

15. Regular attendance and punctuality are standards of performance required for this position.

Other Functions:

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

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

Employment Qualifications:

Education: A minimum of two years of college level coursework in criminal justice or a human services field is required.

Experience: A minimum of one year of experience in a Prosecutor's office or other legal setting which would provide familiarity with the judicial system.

Other Requirements: None

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

Working Conditions:

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

Physical Requirements:

- This position requires the ability to sit, stand, traverse, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require continuous stamina (more than 50%) sitting. This position's physical requirements require regular stamina (21-50% of the time) traversing, typing, repetitive movements of the wrists, hands, or fingers. This position's physical requirements require periodic stamina (5-20% of the time) standing, carrying, reaching, grasping and handling. This position's physical requirements require little to no stamina (less than 5%) lifting, pushing, pulling, pinching.
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.

- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

September 2014
UAW G

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO DEACTIVATE THE DOMESTIC VIOLENCE COORDINATOR POSITION
(229055) AND CREATE A POSITION NUMBER FOR A VICTIM/WITNESS ASSISTANT**

WHEREAS, Position No. 229055, Domestic Violence Coordinator, was approved to be converted from a grant-funded position to a county-funded position for the 2023 budget; and

WHEREAS, the Ingham County Prosecutor's Office (ICPO) no longer is restricted by the grant funding for the Domestic Violence Coordinator position and now seeks to convert this position to a Victim/Witness Assistant position, UAW G (salary range: \$44,049-52,532), to better address operational needs; and

WHEREAS, ICPO will have a dedicated Victim Witness Assistant to handle domestic violence cases consistent with the budget approval request in 2023; and

WHEREAS, the previous position of Domestic Violence Coordinator was compensated at the ICEA – Prof Level 04 (salary range: \$46,712-56,092) and a Victim/Witness Assistant is compensated at the position, UAW G (salary range: \$44,049-52,532), without fringe benefits; and

WHEREAS, the Human Resources Department is aware of ICPO's request and suggested the resolution process as the proper mechanism to convert the Domestic Violence Coordinator position number to a Victim/Witness Assistant position number; and

WHEREAS, the UAW has been consulted and supports the process of creating a Victim/Witness Assistant position, UAW G (salary range: \$44,049-52,532), to fill the role of the approved county-funded domestic violence advocate; and

WHEREAS, the deactivation of the previous grant position and creation of a Victim/Witness Assistant position, UAW G (salary range: \$44,049-52,532), would have no financial impact as this position was previously approved in the 2023 budget process.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize the deactivation of Position Number 229055 (Domestic Violence Coordinator) and the creation of a new position number assigned as a Victim/Witness Assistant position, UAW G (salary range: \$44,049-52,532).

BE IT FURTHER RESOLVED, that the Ingham County Controller/Administrator is authorized to make any necessary adjustments to the budget and approved position list consistent with this resolution.

Agenda Item 2

TO: Law & Courts and Finance Committees of the Ingham County Board of Commissioners
FROM: Darin J. Southworth, Chief Deputy, Sheriff's Office
DATE: February 13, 2023
SUBJECT: Contract Renewal For Administrative Service Contract With Blue Cross Blue Shield Of Michigan At The Correctional Facility
For the meetings' agenda of April 27 & May 3, 2023

BACKGROUND

Resolution #21-524 authorized a contract renewal between the Ingham County Health Department (ICHHD) and Blue Cross Blue Shield of Michigan (BCBSM) to serve Ingham County Inmates. The contract was effective December 1, 2021 through November 30, 2022. Considering that the ICHHD no longer provides jail medical services, now assumed by a third-party vendor, the Sheriff's Office has become the keeper of this contract. It is the Sheriff's intent to continue contractual services with BCBSM to cover offsite inmate medical costs.

ALTERNATIVES

The County could pay the full cost of offsite inmate medical expenses with no reimbursement/coverage from BCBSM.

FINANCIAL IMPACT

The County is responsible for providing inmate medical care. This contract allows insurance coverage of incarcerated inmates receiving off site care which reduces financial burden on the County. Rates remain the same as those in the previous contract period, ending in 2022.

STRATEGIC PLANNING IMPACT

The Sheriff is statutorily responsible for operation of a county jail. This includes the appropriate safety, security, and care of inmates therein. Facilitation of insurance coverage for qualified medical expenses affords cost containment/cost reduction opportunity that would otherwise have to be covered with County funds.

OTHER CONSIDERATIONS

This service contract has been maintained effectively to the benefit of the County since 1996. The updated BCBSM Administrative Services Contract with updated (unchanged) rates through 2025, has been provided to the Sheriff's Office and will accompany this resolution request.

RECOMMENDATION

Based on the information presented, I respectfully recommend the board of Commissioners approve the Sheriff's request to move forward with a contract with BCBSM through November 30, 25.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN ADMINISTRATIVE SERVICE CONTRACT WITH
BLUE CROSS BLUE SHIELD OF MICHIGAN AND THE SHERIFF'S OFFICE**

WHEREAS, the Ingham County Health Department (ICHD) and Blue Cross Blue Shield of Michigan (BCBSM) entered into an agreement in 1996 wherein BCBSM would pay the claims of health care services provided to inmates of Ingham County Jail; and

WHEREAS, Ingham County Sheriff's Office (Sheriff's Office) wishes to continue contractual services with BCBSM by executing Schedule A - Exhibit 1, Administrative Services Contract (ASC), and Schedule B, BlueCard Disclosures Inter-Plan Arrangements, effective December 1, 2022 through November 30, 2025; and

WHEREAS, the ICHD has transferred management of this agreement to the Sheriff's Office in light of the jail medical services being assumed by a third-party vendor, VitalCore; and

WHEREAS, the BCBSM agreement is updated by executing the ASC, Schedule A – Exhibit 1, and Schedule B; and

WHEREAS, BCBSM has proposed a 2022-2025 ASC, Schedule A – Exhibit 1, and Schedule B, with no changes from the 2021-2022 contract; and

WHEREAS, the Budget Office has included the costs of this agreement in the FY 2023 Sheriff's Corrections - Jail Medical Budget; and

WHEREAS, the Sheriff recommends that the Board of Commissioners authorize the 2022-2025 ASC, Schedule A – Exhibit 1, and Schedule B with BCBSM for paying claims of health care services provided to inmates of the Ingham County Jail.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an ASC and the attached Schedule A – Exhibit 1 and Schedule B with BCBSM for paying claims of health care services provided to inmates of the Ingham County Jail.

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.

Blue Cross Blue Shield of Michigan
SCHEDULE A – Renewal Term (Effective 12/01/2022 thru 11/30/2025)
Administrative Services Contract (ASC)

1. **Group Name** INGHAM COUNTY INMATES
2. **Customer ID** 117977
3. **ASC Funding Arrangement** Monthly Wire
4. **Line(s) of Business and Services**

Line of Business	Applicable
Facility	X
Professional	X
Prescription Drugs	X
Dental	
Vision	
Hearing	

5. Administrative Fees

The below administrative fees cover the Lines of Business and Services checked in Section 4 above, unless otherwise indicated.

A. Fixed Administrative Fees – *Not Applicable*

B. Variable Administrative Fees	Percentage	Effective Start Date	Effective End Date
i. Administrative Fee Percent (%) of Claims	11.00%	12/01/2022	11/30/2025

In lieu of a fixed administrative fee, BCBSM will retain as Additional Administrative Compensation (AAC), 9.00 percent of the Michigan Hospital discounts. AAC is included in the medical Claims cost. The AAC is separate from and does not include BlueCard fees.

6. Data Feeds – *Not Applicable*

7. Advance Deposit – *Not Applicable*

8. Advance Deposit Monthly Cap / Level Payment Amount – *Not Applicable*

9. BCBSM Account

1840-09397-3	Comerica	0720-00096
Wire Number	Bank	American Bank Association

10. Late Payment / Interest Charges

Late Payment Charge	2.00%
Health Care Provider Interest Charge	12.00%

11. Buy-Ups – *Not Applicable*

12. Shared Savings Programs

BCBSM has implemented programs to enhance the savings realized by its customers. As stated below, BCBSM will retain as administrative compensation a percent of the recoveries or cost avoidance. Administrative compensation retained by BCBSM through the Shared Savings Program will be available through reports obtained on eBookshelf:

Program:	BCBSM Retention of:	
A. Hospital Bill Review	30%	Cost avoidance of improper hospital billing by line-by-line reviews of each inpatient claim's itemized bill to identify defects and improprieties before the bill is paid.
B. Advanced Payment Analytics	30%	Recoveries of overpayments using proprietary data mining analytics as a second pass review along with continual monitoring enabling up-to-date policy compliance.
C. Subrogation	30%	Recoveries of money already paid through Blue Cross benefits that is the responsibility of non-health insurance carrier.
D. Hospital Credit Balance	30%	Recoveries of claims through enhanced reviews of hospital patient accounting systems and identified credit balances from overpayments.
E. Advanced Editing	30%	Cost avoidance through applied advanced algorithms and extensive analytic reviews of professional and outpatient facility Claims for adherence to medical, clinical and national coding guidelines.
F. Non-Participating Provider Negotiated Pricing	30%	Cost avoidance for out-of-network, non-participating Claims equal to the difference between the amount that would have been paid pursuant to the Group's benefit design (before Enrollee cost-share is applied) and the amount actually paid for such Claims (before Enrollee cost-share is applied) as a result of third-party vendor negotiations or benchmark-based pricing.
G. Home Infusion Therapy Medical Drugs	30%	The difference between BCBSM's 2021 home infusion therapy ("HIT") network pricing and the improved negotiated pricing administered through a third party HIT vendor.
H. Rebate Service Fee for Medical Prescription Drugs	10%	Medical benefit drug rebates on Claims incurred in the renewal term net of the Rebate Administrator Fee. The Rebate Administrator Fee is 5.25% of gross rebates for medical benefit drug Claims.
I. Rebate Service Fee for Pharmacy Prescription Drugs	10%	Pharmacy benefit manufacturer rebates on Claims incurred in the renewal term.

13. Pharmacy Pricing Arrangement

A. Traditional Prescription Drug Pricing and Administrative Compensation

Group acknowledges and agrees the amount BCBSM pays its contracted pharmacy benefit manager (“PBM”) for a prescription drug may be more or less than the amount Group pays BCBSM for such prescription drug, and BCBSM may retain the difference as administrative compensation as specified below, when the amount is less.

BCBSM shall retain the following administrative compensation (“Traditional Rx Drug Pricing Admin Fee”):

- a. Up to two (2) percentage points of the aggregated Average Wholesale Price (“AWP”) discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order Brand Drugs; and
- b. Up to four (4) percentage points of the aggregated AWP discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order Generic Drugs.
- c. \$0.10 of the dispensing fee for 30-day supplies of retail prescription drugs.

The actual Traditional Rx Drug Pricing Admin Fee paid by Group to BCBSM shall depend on Group’s aggregated AWP discount referenced above, which is based on Group’s prescription drug utilization, drug mix, pharmacy choice, and a pharmacy’s usual and customary charges. BCBSM will credit Group with any amount that was collected during the Contract Year that exceeds the amounts specified in (a) and (b) above. The Traditional Rx Drug Pricing Admin Fee retained by BCBSM will be reported to the Group.

Group agrees to timely incorporate language into Group’s Summary Plan Description or equivalent document that any Enrollee cost-sharing that is calculated as a percentage will be based upon the amount Group pays BCBSM for the prescription drug.

B. Pharmacy Monitoring Fee (PMF) Pricing – *Not Applicable*

14. Additional Pharmacy Services and/or Programs

A. 3rd Party Rx Vendor Fee

If Group’s prescription drug benefits are administered by a third-party vendor, BCBSM will charge Group an administrative fee of \$5.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage and administer the medical benefit without administering the prescription drug benefit.

B. High-Cost Drug Discount Optimization Program – *Not Applicable*

15. 3rd Party Stop-Loss Vendor Fee

Group does not have Stop-Loss coverage. If Group obtains stop-loss coverage from a third-party stop-loss vendor, BCBSM will charge an additional fee of \$8.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage Group’s benefits.

16. Agent Fees

This Schedule A does not include any fees payable by Group to an Agent. If Group has an Agent Fee Processing Agreement on file with BCBSM, please refer to that agreement for fees and details.

17. Medicare Contracts

If Group has Medicare contracts that are being separated from the current funding arrangement, all figures within the current funding arrangement will be adjusted.

18. Compensation Agreement with Providers

The Group acknowledges that BCBSM or a Host Blue may have compensation arrangements with providers in which the

provider is subject to performance or risk-based compensation, including but not limited to withholds, bonuses, incentive payments, provider credits and member management fees. Often the compensation amount is determined after the medical service has been performed and after the Group has been invoiced. The Claims billed to Group include both service-based and value-based reimbursement to health care providers. Group acknowledges that BCBSM's negotiated reimbursement rates include all reimbursement obligations to providers including provider obligations and entitlements under BCBSM Quality Programs. Service-based reimbursement means the portion of the negotiated rate attributed to a health care service. Value-based reimbursement is the portion of the negotiated reimbursement rate attributable to BCBSM Quality Programs, as described in [Exhibit 1 to Schedule A](#). BCBSM negotiates provider reimbursement rates and settles provider obligations on its own behalf, not Group. Group receives the benefit of BCBSM provider rates, but it has no entitlement to a particular rate or to unbundle the service-based or value-based components of Claims.

BCBSM Quality Programs may also include risk sharing arrangements with certain provider entities ("PE"), e.g., physician organizations, facilities, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside risk for a performance year. The PE's performance will be measured by comparing its total cost of care trend for attributed members to BCBSM's statewide total cost of care trend which may be equated to a per member per month amount. BCBSM will calculate each PE's performance approximately 11 months after the end of a performance year.

If the PE's performance results in a payment of additional reimbursement, Group may be invoiced an additional amount based on its attributed membership to that PE. If the PE's performance results in a return of reimbursement, Group may receive a credit based on its attributed membership to that PE. BCBSM will provide Group with supporting documentation for such amounts. Invoice or credit to Group may occur in conjunction with BCBSM's customer savings refund process as set forth in the administrative services contract.

Notwithstanding the above, in the first three years of the program (2020-2022), BCBSM will not invoice Group for any additional reimbursement earned by a PE. Moreover, reimbursement returned to BCBSM may be used to offset any additional reimbursement earned by a PE in the following year. BCBSM will not retain any amounts resulting from such risk sharing arrangements.

See [Schedule B to ASC](#) and [Exhibit 1 to Schedule A](#) for additional information.

19. Out-of-State Claims

Amounts billed for out-of-state claims may include BlueCard access fees and any value-based provider reimbursement negotiated by a Host Blue with out-of-state providers. See [Schedule B to ASC](#) and [Exhibit 1 to Schedule A](#) for additional information.

<p style="text-align: center;">Exhibit 1 to the Schedule A: Value-Based Provider Reimbursement</p>
--

As in prior years, the Claims billed to Group include amounts that BCBSM reimburses health care providers including reimbursement tied to value. BCBSM has adopted a provider payment model that includes both fee-based and value-based reimbursement. BCBSM does not unbundle Claims and does not retain any portion of Claims as compensation. Provider reimbursement is governed by separate agreements with providers, BCBSM standard operating procedures, and BCBSM Quality Programs, which are subject to change at BCBSM's discretion. BCBSM shall provide Group with at least sixty (60) days' advance written notice of any additions, modifications or changes to BCBSM Quality Programs describing the change and the effective date thereof.

BCBSM negotiates provider reimbursement rates on its own behalf and makes those rates available to customers through its products and networks. The reimbursement rates can, and often do, vary from provider to provider. Providers may qualify for higher reimbursement rates for satisfying requirements of certain BCBSM Quality Programs, including, for example, Pay-for-Performance (PFP) rates and Value Based Contracting (VBK) rates earned by hospitals, Per Attributed Per Member Per Month ("PaMPM") Provider Delivered Care Management, and Patient Centered Medical Home (PCMH) rates earned by physicians. Provider reimbursement rates also capture provider commitments to BCBSM Quality Program, such as participation and performance in Collaborative Quality Initiatives ("CQIs"). CQIs address many of the most common and costly areas of surgical and medical care in Michigan. In each CQI, hospitals and physicians across the state collect, share and analyze data on patient risk factors, processes of care and outcomes of care, then design and implement changes to improve patient care.

Providers may also receive reward and incentive payments from BCBSM Quality Programs funded through an allocation from provider reimbursement or collected from Group's Customer Savings Refund. Such allocations may be to a pooled fund from which value-based payments to providers are made. For example, pursuant to the Physician Group Incentive Program (PGIP), physicians agree to allocate a percentage of each Claim to a PGIP fund. The PGIP fund makes reward payments to eligible physician organizations demonstrating particular quality, pays physician organizations for participation in collaborative initiatives, and funds CQIs. An additional portion of a provider's contractual reimbursement (the "Risk Allocation") of most claims may be allocated to a Risk Pool for payments to organized systems of care based on cost/quality performance.

BCBSM Quality Programs may also include risk sharing arrangements with certain provider entities ("PE"), e.g., physician organizations, facilities, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside risk for a performance year. The PE's performance will be measured by comparing its total cost of care trend for attributed members to BCBSM's statewide total cost of care trend which may be equated to a per member per month amount. BCBSM will calculate each PE's performance approximately 11 months after the end of a performance year.

If the PE's performance results in a payment of additional reimbursement, Group may be invoiced an additional amount based on its attributed membership to that PE. If the PE's performance results in a return of reimbursement, Group may receive a credit based on its attributed membership to that PE. BCBSM will provide Group with supporting documentation for such amounts. Invoice or credit to Group may occur in conjunction with BCBSM's custom savings refund process as set forth in the administrative services contract.

Notwithstanding the above, in the first three years of the program (2020-2022), BCBSM will not invoice Group for any additional reimbursement earned by a PE. Moreover, reimbursement returned to BCBSM may be used to offset any additional reimbursement earned by a PE in the following year. BCBSM will not retain any amounts resulting from such risk sharing arrangements.

As explained in the Blue Card Program disclosure ([Schedule B to ASC](#)), an out-of-state Blue Cross Blue Shield Plan ("Host Blue") may also negotiate fee-based and/or value-based reimbursement for their providers. A Host Blue may include all provider reimbursement obligations in Claims or may, at its election, collect some or all of its value-based provider (VBP)

reimbursement obligations through a PaMPM benefit expense, as in, for example, the Total Care Program. All Host Blue PaMPM benefit expenses for VBP reimbursement will be consolidated on your monthly invoice and appear as "Out-of-State VBP Provider Reimbursement." The supporting detail for the consolidated amount will be available on e-Bookshelf as reported by each Host Blue Plan. Host Blues determine which members are attributed to eligible providers and calculate the PaMPM VBP reimbursement obligation based only on these attributed members. Host Blue have exclusive control over the calculation of PaMPM VBP reimbursement.

Value-based reimbursement includes other obligations and entitlements pursuant to other BCBSM Quality Programs funded in a similar manner to those described in this Exhibit. Additional information is available at www.valuepartnerships.com and www.bcbs.com/totalcare. Questions regarding provider reimbursement and BCBSM Quality Programs or Host Blue VBP reimbursement should be directed to your BCBSM account representative.

Intellectual property may be developed through BCBSM Quality Programs for subsequent license and use by BCBSM or a third party. Group specifically understands, acknowledges, and agrees that it has no rights to any intellectual property, or derivatives thereof, including, but not limited to, copyrights, patents, or licenses, developed thru BCBSM Quality Programs.

Schedule B
BlueCard Disclosures
Inter-Plan Arrangements

Out-of-Area Services

Overview

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Enrollees access healthcare services outside the geographic area BCBSM serves, the Claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSM for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSM serves, Enrollees obtain care from Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Enrollees may obtain care from Providers in the Host Blue geographical area that do not have a contractual agreement (“Nonparticipating Providers”) with the Host Blue. BCBSM remains responsible for fulfilling its contractual obligations to you. BCBSM’s payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when paid as medical claims / benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSM to provide the specific service or services, are not processed through Inter-Plan Arrangements.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Enrollees access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim – In General

a. Enrollee Liability Calculation

The calculation of the Enrollee liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the Participating Provider's billed covered charges or the negotiated price made available to BCBSM by the Host Blue.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue’s local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider’s billed charge and the reference

benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

b. Group Liability Calculation

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

2. Claims Pricing

The Host Blue determines a negotiated price, which is reflected in the terms of each Host Blue's healthcare Provider contracts. The negotiated price made available to BCBSM by the Host Blue may be represented by one of the following:

- (i) an actual price. An actual price is a negotiated payment in effect at the time a Claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed charges for covered services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare Providers or a similar classification of its Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or an average price in its respective Provider agreements. The use of estimated or average pricing may result in a difference (positive or negative) between the price Group pays on a specific Claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Enrollee and Group is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Group will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Group. If Group terminates, Group will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which BCBSM is obligated under the BlueCard Program to pay to the Host Blue, to the Blue Cross and Blue Shield Association (BCBSA), and/or to vendors of BlueCard Program related services. The specific Blue Card Program fees and compensation that are charged to Group and which Group is responsible related to the foregoing are set forth in Exhibit 1 to this Schedule B. BlueCard Program Fees and compensation may be revised annually from time to time as described in H below.

B. Negotiated Arrangements

With respect to one or more Host Blue, instead of using the BlueCard Program, BCBSM may process your Enrollee claims for covered healthcare services through Negotiated Arrangements.

In addition, if BCBSM and Group have agreed that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in BCBSM's Negotiated Arrangement(s) for National Accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Enrollees access such network(s). In negotiating such arrangement(s), BCBSM is not acting on behalf of or as an agent for Group, the Group's health care plan or Group Enrollees.

1. Enrollee Liability Calculation

Enrollee liability calculation for covered healthcare services will be based on the lower of either billed covered charges for covered services or negotiated price that the Host Blue makes available to BCBSM that allows Group's Enrollees access to negotiated participation agreement networks of specified Participating Providers outside of BCBSM's service area.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

2. Group Liability Calculation

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under the contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

3. Claims Pricing

Same as in the BlueCard Program above.

4. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangement may be revised annually as described in section H below. In addition, the participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to Group under the Negotiated Arrangements are set forth in Exhibit 1 to this Schedule B.

C. Special Cases: Value-Based Programs

Value-Based Programs Overview

Group Enrollees may access covered healthcare services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways, including but not limited to retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to BCBSM, which BCBSM will pass directly on to Group as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Group via an enhanced Provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the Claim, they may be billed as a Per Attributed Member Per Month (PaMPM) amount for Value-Based Programs incentives/Shared Savings settlements to Group outside of the Claim system. BCBSM will pass these Host Blue charges directly through to Group as a separately identified amount on the Group's invoices.

The amounts used to calculate either the supplemental factors for estimated pricing or PaMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, the Host Blue will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PaMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PaMPM price methods, described above, are calculated. If Group terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of the administrative services contract.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated / drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

Note: Enrollees will not bear any portion of the cost of Value-Based Programs except when the Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

The Host Blue may also bill BCBSM for Care Coordinator Fees for Covered Services which BCBSM will pass on to Group as follows:

1. PaMPM billings; or
2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement / contract, BCBSM and Group will not impose Enrollee cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If BCBSM has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Enrollees, BCBSM will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

D. Return of Overpayments

Recoveries of overpayments from a Host Blue or its Participating Providers and Nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare Provider bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts determined in the ways noted above will be applied so that corrections will be made, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from the Host Blue to BCBSM they will be credited to the Group account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments or recovery amounts. The fees of such a third party may be charged to Group as a percentage of the recovery.

Unless the Host Blue agrees to a longer period of time for retroactive cancellations of membership, the Host Blue will provide BCBSM the full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSM will request such refunds for a period of up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this agreement / contract.

E. Inter-Plan Programs: Federal / State Taxes / Surcharges / Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSM will provide prior written notice of any such surcharge, tax or other fee to Group, which will be Group liability.

F. Nonparticipating Healthcare Providers Outside BCBSM's Service Area

1. Enrollee Liability Calculation

a. In General

When covered healthcare services are provided outside of BCBSM's service area by Nonparticipating Providers, the amount an Enrollee pays for such services will generally be based on either the Host Blue's Nonparticipating Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, BCBSM may pay Claims from Nonparticipating Providers outside of BCBSM's service area based on the Provider's billed charge, such as in situations where an Enrollee did not have reasonable access to a Participating Provider, as determined by BCBSM in BCBSM's sole and absolute discretion or by applicable state law. In other exception cases, BCBSM may pay such Claims based on the payment BCBSM would make if BCBSM were paying a Nonparticipating Provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area Nonparticipating Provider payment. BCBSM may choose to negotiate a payment with such a Provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group and that Group will be responsible for in connection with the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in H below.

G. Blue Cross Blue Shield Global Core (Formerly known as BlueCard Worldwide® Program)

1. General Information

If Enrollees are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered healthcare services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists Enrollees with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Enrollees receive care from Providers outside the BlueCard service area, the Enrollees will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

- **Inpatient Services**

In most cases, if Enrollees contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Enrollees to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Enrollee Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Enrollee paid in full at the time of service, the Enrollee must submit a Claim to obtain reimbursement for covered healthcare services. Enrollees must contact BCBSM to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard service area will typically require Enrollees to pay in full at the time of service. Enrollees must submit a Claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Enrollees pay for covered healthcare services outside the BlueCard service area, they must submit a Claim to obtain reimbursement. For institutional and professional claims, Enrollees should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSM, the Blue Cross Blue Shield Global Core Service Center, or online at www.bcbsglobal.com. If Enrollees need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. Blue Cross Blue Shield Global Core Program-Related Fees

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group under the Blue Cross Blue Shield Global Core Program and that Group is responsible for relating to the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section H below.

H. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSM shall provide Group with at least sixty (60) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Group right to terminate the ASC without penalty by giving written notice of termination before the effective date of the change. If Group fails to respond to the notice and does not terminate the ASC during the notice period, Group will be deemed to have approved the proposed changes, and BCBSM will then allow such modifications to become part of the ASC.

Exhibit 1

BlueCard Program Access Fees may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in BCBSM's administrative fee, unless otherwise agreed to by Group. The BlueCard Access Fee is charged by the Host Blue to BCBSM for making its applicable Provider network available to Group's Enrollees. The BlueCard Access Fee will not apply to Nonparticipating Provider Claims. The BlueCard Access Fee is charged on a per-Claim basis and is charged as a percentage of the discount / differential BCBSM receives from the applicable Host Blue and is capped at \$2,000.00 per Claim. The percentages for 2022 are:

1. 3.79% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 2.11% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 1.96% for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts;

For Groups with 50,000 or more Blue PPO or Traditional enrolled contracts, Blue Card Access Fees are waived and not charged to the Group. If Group's enrollment falls below 50,000 PPO enrolled contracts, BCBSM passes the BlueCard Access Fee, when charged, directly on to the Group.

Instances may occur in which the Claim payment is zero or BCBSM pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSM will pay the Host Blue's Access Fee and passes it directly on to the Group as stated above even though the Group paid little or had no Claim liability.

Agenda Item 3a

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Interim Circuit Court Administrator
DATE: April 18, 2023
SUBJECT: Courtroom 8 Audio Processor Upgrades
For the meeting agendas of Law and Courts Committee April 27 and Finance Committee May 3, 2023

BACKGROUND

Each courtroom at the Veterans Memorial Courthouse is equipped with a series of interconnected hardware and software systems allowing the court to accommodate Americans with Disabilities Act (ADA) requests, keep a record of proceedings and increase access to court proceedings. Smart Home/Smart Office has been the vendor for installing and servicing courtroom technology for the past several years.

The recording software in Courtroom 8 was recently upgraded including a new computer. Additionally, new hearing assisted devices were added along with several other technology upgrades. The attached resolution requests authorization to install and configure a new audio processor for the courtroom. By upgrading these systems, the courtroom technology will perform faster and allow for a clearer and more accurate record of proceedings as well as increase the performance of other technology in the courtroom. The other 7 courtrooms at the Veterans Memorial Courthouse have all had upgrades to their audio processors in the past few years.

ALTERNATIVES

New technology in Courtroom 8 is currently lagging because the audio processors have not been upgraded. The court will not be able to fully utilize the new upgraded recording software until the audio processors have been upgraded. It is possible for the court to continue with the current technology but will have lagging software.

FINANCIAL IMPACT

The Circuit Court has an approved Capital Improvement Project to upgrade courtroom technology. Funds are available in Org 66413099-735100.

STRATEGIC PLANNING IMPACT

Provide fair and efficient judicial processing.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Authorize the upgrade of audio processors in Courtroom 8.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SMART HOME/SMART OFFICE
TO UPGRADE COURTROOM AUDIO PROCESSOR**

WHEREAS, the Circuit Court has an interconnected system of courtroom technology reliant on compatible hardware and software; and

WHEREAS, Courtroom 8 recently underwent software upgrades to improve the recording of proceedings as well as upgrades to improve the performance of other devices; and

WHEREAS, Smart Home/Smart Office is the current vendor servicing courtrooms at the Veterans Memorial Courthouse; and

WHEREAS, Smart Home/Smart Office is on the MiDEAL Extended Purchasing Program for Conference Room/Training Room Audio Visual Equipment and Installation, Contract #190000001422 expiring on August 31, 2024; and

WHEREAS, Smart Home/Smart Office has submitted a proposal to upgrade the audio processor in Courtroom 8 to improve the functionality of recording technology in the courtroom; and

WHEREAS, funds are available to support the project in the Courtroom Technology Capital Improvement Project.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into an agreement with Smart Home/Smart Office for a total amount not to exceed \$12,667.73 to upgrade the audio processor in Courtroom 8 at the Veterans Memorial Courthouse.

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

Agenda Item 3b

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Interim Circuit Court Administrator
DATE: April 20, 2023
SUBJECT: Virtual Backlog Response Docket Award
For the meeting agendas of Law & Courts Committee April 27 and Finance Committee May 3, 2023

BACKGROUND

The Circuit Court was awarded a grant from the State Court Administrative Office to assist with reducing the backlog of criminal cases awaiting in-person proceedings. The grant amount is \$64,646.08 of which \$30,646.08 will be directed to the Michigan Department of Corrections to assist with sentencing investigations. The remaining balance of \$34,000 will be used to pay for a virtual visiting Judge to assist with the following proceedings: Motions to set aside convictions, driver's license appeals, motions to transfer structured settlements and annuities of lottery winnings, debtor exams, and objections to garnishments.

ALTERNATIVES

Not accepting the funds will eliminate the ability to hire a visiting Judge to assist with the aforementioned proceedings.

FINANCIAL IMPACT

Accepting the grant will be a net zero cost to the County and the Circuit Court. Funds from the grant are restricted for the use of reducing the backlog of criminal cases at the Circuit Court.

STRATEGIC PLANNING IMPACT

Provide fair and efficient judicial processing.

OTHER CONSIDERATIONS

None

RECOMMENDATION

The Circuit Court recommends accepting the grant from the State Court Administrative Office.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT THE STATE COURT ADMINISTRATIVE OFFICE
VIRTUAL BACKLOG RESPONSE DOCKET AWARD**

WHEREAS, the 30th Judicial Circuit Court was notified it has been awarded a grant by the State Court Administrative Office to assist with reducing the backlog of criminal cases awaiting in-person proceedings; and

WHEREAS, the grant amount is \$64,646.08 of which \$30,646.08 will be directed to the Michigan Department of Corrections to assist with pretrial investigations; and

WHEREAS, the remaining balance of the award will be used by the 30th Judicial Circuit Court to bring in a virtual visiting Judge to preside over proceedings to reduce criminal backlogs; and

WHEREAS, accepting the grant will not have a negative impact on the County budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to accept the State Court Administrative Office Virtual Backlog Response Docket award for an amount not to exceed \$64,646.08 of which \$30,646.08 will be directed to the Michigan Department of Corrections, effective March 3, 2021 through December 31, 2024.

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

Agenda Item 3c

TO: Law & Courts and County Services Committees

FROM: Scott LeRoy, *Interim* Circuit Court Administrator

RE: Reorganization of Circuit Court General Trial Division

Please find attached two proposed job descriptions: Project Manager – Circuit Court and Training Coordinator – Circuit Court. The two new positions would replace the IT Liaison and the Court Appointed Assignment Clerk. The reorganization includes both positions remaining with the respective bargaining units; Project Manager – Circuit Court would remain with the ICEA and the Training Coordinator – Circuit Court would remain with the UAW. The reorganization will add critical resources to the Circuit Court and is supported by the Chief Circuit Court Judge, Chief Probate Court Judge, Probate Court Administrator, County Clerk, Human Resources Director, Deputy Court Controller and the IT Director.

DATE: April 20, 2023

TO: Scott Leroy, Interim Circuit Court Administrator

FROM: Joan Clous, Human Resources Generalist- Labor & Employee Specialist

SUBJECT: Memo of Analysis for the Reorganization of the Circuit Court General Trial Division

Per your request, Human Resources has reviewed the reorganization request submitted.

IT Liaison (130070) ICEA Court 6 (\$54,488.42 - \$65,426.81) will now be Project Manager – Circuit Court and will be placed at ICEA Court 10 (\$76,833.06 - \$92,254.72)

Court Appointed Counsel Clerk (130033) UAW F (\$41,636.28 - \$49,652.19) will now be Training Coordinator – Circuit Court and will be placed at UAW I (\$49,311.78 - \$58,836.68)

Please use this memo as acknowledgement of Human Resources' participation and analysis of your proposed reorganization. You are now ready to complete the next step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me 887-4374.

Scott Leroy

To: Joan Clous
Subject: RE: Reorg results

From: Joan Clous <JClous@ingham.org>
Sent: Friday, March 3, 2023 3:58 PM
To: Scott Leroy <SLeroy@ingham.org>
Subject: Reorg results

Scott,

We met today to discuss the reorg request you made.

Circuit Court General Trial Division

Project Mgr. ICEA Pro 10 (76,825.69 to 92,245.43)
Training Coord. UAW I (49,311.78 to 58,836.68)
Please let me know if you have any questions. If not I will send to the union for their input.

Thanks,
Joan

Joan Clous MPA, SHRM-CP

Human Resources Specialist – Labor & Employee Relations

Ingham County

5303 S. Cedar Bldg 2 Suite 2102
Lansing MI 48911
517-887-4374 – Office
517-930-2075 - Cell
517-887-4396 – Fax

Transmission is Privileged and Confidential.

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify me by e-mail reply and delete the original message from your system.

From: [Joan Clous](#)
To: [Scott Leroy](#)
Subject: FW: Reorg - Circuit Court
Date: Thursday, April 20, 2023 8:35:00 AM
Attachments: [image006.png](#)
[image001.png](#)
[image003.png](#)

Scott,

Here is the UAW approval.

Joan

From: Teresa Carter <TCarter@ingham.org>
Sent: Tuesday, April 11, 2023 9:17 PM
To: Joan Clous <JClous@ingham.org>
Subject: RE: Reorg - Circuit Court

Hello Joan

Yes the Union is in agreement with the below reorg for the Circuit Court.

Thank you

Teresa Carter
Unit Chair
Local 2256

From: Joan Clous <JClous@ingham.org>
Sent: Tuesday, April 11, 2023 2:27 PM
To: Teresa Carter <TCarter@ingham.org>
Subject: Reorg - Circuit Court

Teresa,

We factored this position as part of a reorg for the Circuit Court

1	2	3	4	5	6	7	8a	8b	9	10
11	total									
140	135	150	120	50	90	110	60	85	10	10
10	970	UAW I								

Is this good to go?

Joan Clous MPA, SHRM-CP

Human Resources Specialist – Labor & Employee Relations

Ingham County

5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911

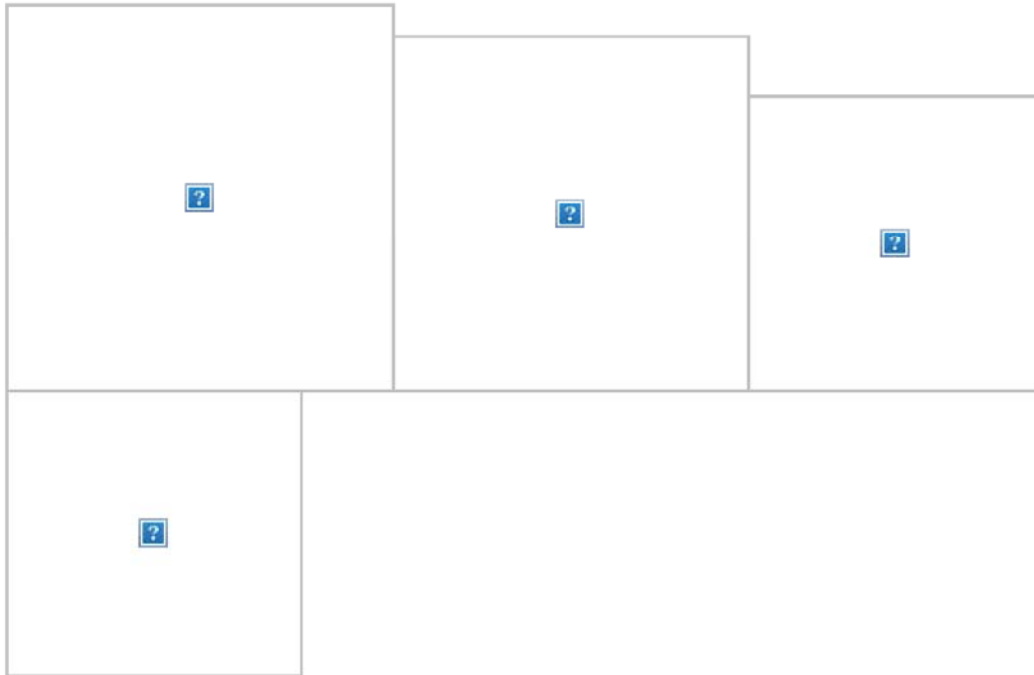
517-887-4374 – Office

517-930-2075 - Cell

517-887-4396 – Fax

Transmission is Privileged and Confidential.

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify me by e-mail reply and delete the original message from your system.



“Success is a project that is always under construction.” ~ Pat Summit

From: [Joan Clous](#)
To: [Scott Leroy](#)
Subject: FW: Reorg Results
Date: Thursday, April 20, 2023 8:35:42 AM
Attachments: [image005.png](#)
[image006.png](#)
[image008.png](#)

Scott,

Here is the ICEA Court approval.

Joan

From: Luke Cloud <LCloud@ingham.org>
Sent: Wednesday, April 19, 2023 3:16 PM
To: Joan Clous <JClous@ingham.org>
Cc: Jeffrey Donahue (JDonahue@WhiteSchneider.com) <JDonahue@WhiteSchneider.com>
Subject: RE: Reorg Results

Hello Joan, The ICEA Court Professional Union is in support of the reorganization related to the Project Manager-Circuit/Probate Court position to pay grade 10.

From: Joan Clous <JClous@ingham.org>
Sent: Wednesday, April 19, 2023 9:48 AM
To: Luke Cloud <LCloud@ingham.org>
Subject: Reorg Results

Hi,

We factored this position as part of a reorganization of the Circuit Court

1	2	3	4	5	6	7	8a	8b	9	10
11	total									
190	180	165	140	105	90	130	115	115	10	10
10	1260	ICEA 10								

Let me know if you are in agreement.

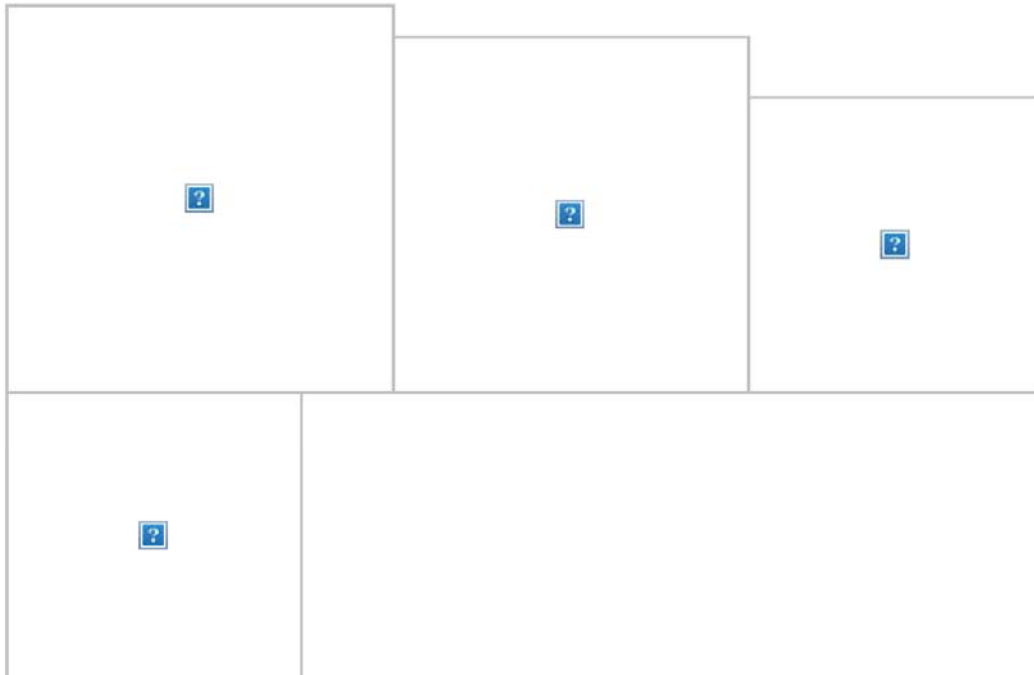
Joan

Joan Clous MPA, SHRM-CP
Human Resources Specialist – Labor & Employee Relations
Ingham County
5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911
517-887-4374 – Office
517-930-2075 - Cell
517-887-4396 – Fax

Transmission is Privileged and Confidential.

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify me by e-mail reply and delete the original message from your system.



“Success is a project that is always under construction.” ~ Pat Summit

INGHAM COUNTY JOB DESCRIPTION

PROJECT MANAGER – CIRCUIT/PROBATE COURT

General Summary:

Under the supervision of the Circuit Court Administration, will implement technology and other initiatives that range from minor changes in procedure to large scale projects, long term initiatives, and other technology improvements in the Circuit Court and Probate Court. Will research and help design best practices in court management. Position will work in conjunction with Circuit and Probate Court management and other Department Heads to assure all new initiatives are in accordance with County policies, court rules, and applicable statutes. Provides leadership and works with staff to develop a high performance, customer service-oriented work environment that supports the Court's and department's mission, objectives, and service expectations; provides leadership and participants in programs and activities that promote a positive employee relations environment. Supervises the Training Coordinator and other personnel as assigned

Essential Functions:

1. Establishes project requirements, priorities, and deadlines, and communicates with stakeholders accordingly.
2. Coordinates all infrastructure technology resources, including staff, equipment, vendors, and consultants, across one or more projects.
3. Drafts Board resolutions and executes contracts related to projects.
4. Serves as primary liaison between client stakeholders, user groups, and the project team developing the solution.
5. Identifies and manages the resolution of issues.
6. Maintains a detailed project plan and updates the project plan to accurately reflect the project status.
7. Manages project activities and ensures all project phases are documented appropriately.
8. Develops and oversee changes to project plans.
9. Ensures the quality of project deliverables.
10. Ensures projects are completed in accordance with all technology risk, architecture, and other relevant enterprise-wide guidelines.
11. Shares internal and external best practices.
12. Plans, executes, and supervises assigned special projects.
13. Responsible for maintain the Circuit Court and Probate Court websites.

Works with a multiple of complex agencies and positions including but not limited to:

Facilities Manager

Judges of the Circuit and Probate Courts
Probate Court Administrator
County Clerk
Prosecuting Attorney's Office
Public Defender's Office
Law Enforcement
Juvenile Detention
Data Coordinator
Legal Assistance Center
State Court Administrative Office
National Center for State Courts
Private Vendors
IT

Other Functions:

With respect to Probate Court related responsibilities, the position will report directly to the Probate Court Administrator

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

Employment Qualifications:

Education: A bachelor's degree in Administration, Human Services, Public Administration or Criminal Justice and three years' experience in project implementation required.

Experience: Two to three years' experience working for courts, with extensive experience managing projects and implementing change is necessary.

Other Requirements:

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

License and Certifications: National Center for State Courts Certified Court Manager is preferred.

Physical Requirements: Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

May be required to provide own transportation to attend meetings, events, etc. throughout the county and state.

Working Conditions:

Work is performed in a normal office environment. Sometimes the work will need to be handled in urgent situations which would require working evenings and weekends.

**INGHAM COUNTY
JOB DESCRIPTION
(ELIMINATED)**

CIRCUIT COURT TECHNOLOGY LIAISON

General Summary:

Under the supervision of Deputy Circuit Court Administrator/General Trial Division, is responsible for planning, developing, implementing, managing and evaluating information and technology services for the Circuit Court. Acts as a liaison with Ingham County IT Department, technology vendors and other state and local government agencies to identify, advocate and implement court information and technology projects to enhance the operations of the Courts. Provides support for the operation and maintenance of Courts information technology systems; identifies Court technology needs and provides input to assist in hardware and software design and implementation. Trains staff in proprietary software or County standard software used.

Essential Functions:

1. Provides knowledge, input and advice to Court staff on the most recent advances and improvements in court technology, including cost-benefit analysis of alternate methodologies and resources.
2. Provides leadership in the creation and maintenance of the Circuit Court website in conjunction with the IT department and coordinates the utilization of web application technology to communicate Court functions.
3. Utilizes the Court's case management system and other resources to collect information and assist in the preparation of reports for the Michigan Supreme Court, State Court Administrative Office, State of Michigan, Ingham County and the Court.
4. Establishes workflow systems and procedures, analyzes work processes and defines objectives for work performance for staff involved with court information technology. Prepares training and procedure manuals and other materials for Court staff and provides instruction regarding technology policies and procedures.
5. Serves as a liaison with IT and all technology vendors on behalf of the Court. Serves as a liaison to the general public regarding requests for information and data.
6. Assists Court staff with the support, diagnosis, and resolution of problems encountered in the operation of the Court systems prior to escalating to IT help desk.
7. Supports the Court end-user, citizens, and/or customer community related to technical support issues of Court systems, websites and/or other related functions.
8. Conducts planning with Court staff to determine future needs relative to IT services. Provides input to IT department on business related workflows and requirements for software/database systems and development.
9. Coordinates implementation of new technologies, computer moves, system upgrades and system maintenance with the Court and the IT Department. Assists with acceptance testing of new software installations, enhancements and upgrades.

10. Responsible for processing large batch jobs for electronic or print communications and functions related to Court output files from systems.
11. Determines departmental shared file structure and works with IT department to implement and maintain. Communicates issues related to IT services to IT staff, and may maintain record of issues encountered by users.
12. Maintains an inventory list of computers, printers, and software for the Court in coordination with the IT department.
13. Recommends, writes, edits, proofs, and releases brochures, fliers, articles, press releases, organizational reports, newsletters, annual reports, and other related materials on behalf of the Court for technology projects.
14. Maintains current technical knowledge through attending workshops and seminars and reading related publications. Confirms software business requirements comply with local, state or federal mandates.

Other Functions:

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

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

Employment Qualifications:

Education/Experience: A Bachelor degree in Management Information Systems, Media Arts, Communications, Business Administration, Criminal Justice or a related field and 1 year experience in media and/or technology related experience preferable in a court or government setting.

OR

Education/Experience: An Associate Degree in Management Information Systems, Media Arts, Communications or related field and a minimum of 2 years media and/or technology related experience, preferable in a court or government setting.

Other Requirements:

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

Desirable Knowledge, Skills and Abilities:

1. Knowledge of various computer programs including word processing, database, spreadsheet, and desktop applications.
2. Knowledge of web planning, development and design using multiple disciplines such as client and server side scripting, authoring, communication, animation, video, photography and marketing.

3. Knowledge in media networking principles and applications.
4. Knowledge of data communication systems capabilities and operations.
5. Knowledge of general Court policies and procedures.
6. Ability to maintain the confidentiality of court proceedings.
7. Ability to establish and maintain working relationships with the Circuit Court Judges, Managers, Court staff, County departments, government officials, other professionals and the public.

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is exposed to individuals in crisis. These individuals may suffer from mental or emotional illness, have violent tendencies or be unconcerned with their personal safety and hygiene.
3. This position is required to travel for meetings and appointments.

Physical Requirements:

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

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

***ICEA Court Pro 06
June 2015***

INGHAM COUNTY JOB DESCRIPTION

TRAINING COORDINATOR – CIRCUIT COURT

General Summary:

Under the supervision of the Circuit/Probate Court Projects Manager, works with Circuit Court management and Office Coordinators to develop and implement a comprehensive onboarding and training plan. Coordinates with state and federal agencies on regulations and best practice. Responsible for an ongoing and evolving training curriculums for Circuit Court employees.

Essential Functions:

1. Ensures policy and procedures are updated on a regular basis and are in line with county policy, state and federal regulation, and statutes.
2. Coordinates training of new staff on policy and procedures, best practices and assists with orientating new staff to the Circuit Court and other county facilities.
3. Coordinates with Circuit Court Departments to develop a cohesive onboarding process and establish bench marks for 30, 60 and 90 days.
4. Trains all new Circuit Court and Probate Court staff on the case management systems, electronic and legacy document management systems, and other related court software necessary to complete job duties.
5. Maintains interpreter list for the Circuit Court, secures interpreter services for parties of General Trial Division cases, and prepares appointment orders.
6. Assist the Project Manager with all infrastructure technology resources, including staff, equipment, vendors, and consultants, across one or more projects.
7. Coordinates the creation and implementation of a training schedule for all new and existing staff, along with staff who require annual training for state and federal regulations
8. Coordinates regular safety training for Judges and Court staff and ensures all Circuit Court Divisions have a safety plan in place.
9. Coordinates and maintains a list of back up duties for Circuit Court staff and ensures back up employees are properly trained.
10. Coordinates the curriculum for the court's online training software.
11. Manages project activities and ensures all project phases are documented appropriately.
12. Shares internal and external best practices.
13. Other duties as assigned

Other Functions:

Employment Qualifications :

Education: Associates Degree in a related field.

Experience: Two years of experience in working in court systems with knowledge of court information and document management systems.

Other Requirements:

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

Physical Requirements *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access departmental files.

Ability to enter and retrieve information from computer.

Working Conditions:

Works in office conditions.

**INGHAM COUNTY
JOB DESCRIPTION
(ELIMINATED POSITION)**

COURT APPOINTED COUNSEL CLERK - CIRCUIT COURT

General Summary:

Under the supervision of the Deputy Court Administrator of the General Trial Division, appoints attorneys to indigent adult felony defendants pursuant to the Ingham County Court Appointed Counsel Plan; maintains the interpreter list, secures interpreter services, and prepares interpreter appointment orders; audits court appointed attorney, interpreter, private investigator and expert witness billings and responds to any questions or problems related to such billings. Compiles court appointed counsel payment and performance data and reports annually to the State Court Administrative Office and General Trial Division Judges, respectively.

Essential Functions:

1. Appoints attorneys for General Trial Division and felony appeal matters pursuant to the Ingham County Court Appointed Counsel Plan and maintains all appointment rosters for the General Trial Division.
2. Processes vouchers for court appointed and Michigan Assigned Appellate Counsel System (MAACS) attorneys, including verifying attorney assignments, auditing services billed by attorneys, logging vouchers and payment of vouchers, updating client account information, and following-up on any questions or problems related to such vouchers.
3. Prepares orders appointing attorneys and contribution orders reimbursing the County for court appointed attorney fees.
4. Maintains interpreter list for the Circuit Court, secures interpreter services for parties of General Trial Division cases, and prepares appointment orders.
5. Processes private investigator and expert witness invoices, including auditing the invoices by comparing the invoice to the order and submitting the invoices to Administrative Assistant for payment.
6. Maintains and compiles court appointed counsel payment data and reports annually to the State Court Administrative Office as directed by MCR 8.123(F)
7. Maintains and compiles court appointed counsel performance data and reports annually to the Circuit Court General Trial Division Judges.
8. Responds to telephone calls from attorneys, clients and the courts, and answers inquiries related to the collection counsel and interpreter appointments and other related issues, and refers other calls to appropriate staff or department.
9. Serves as back-up to other Staff members in their absence.

Other Functions:

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

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications:

Education: High school graduation or equivalent with specialized or technical training generally acquired through seminars, workshops, which cumulatively is viewed as equivalent to 12 credits or less college.

Experience: One year related legal, court or criminal justice system experience providing familiarity with bookkeeping and collection.

Other Requirements:

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

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.

Physical Requirements:

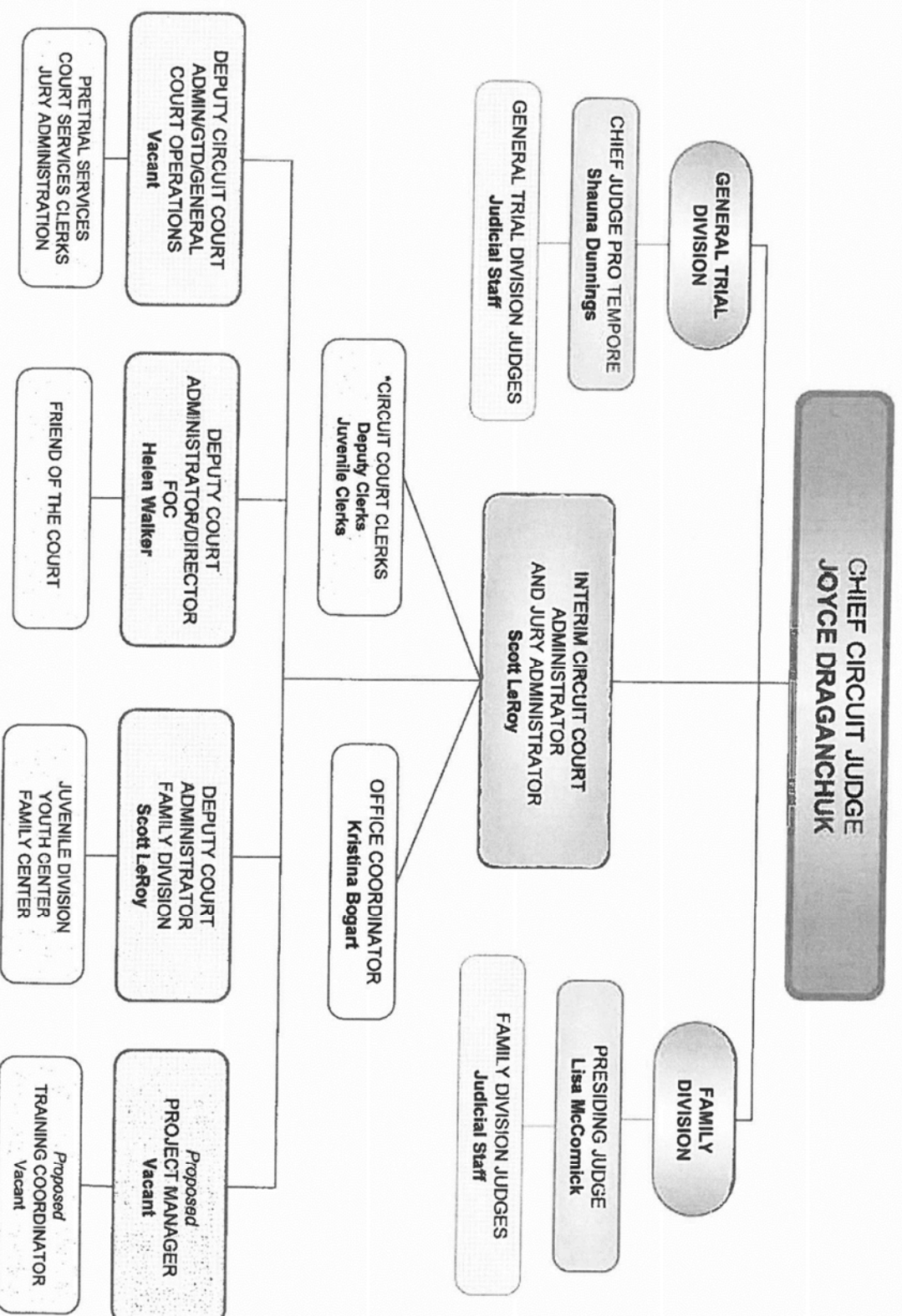
- This position requires the ability to sit, stand, walk, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina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

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

UAW – F
September 2017

Ingham County Circuit Court

DRAFT



Agenda Item 4

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Interim Circuit Court Administrator
DATE: April 18, 2023
SUBJECT: **Bizstream Client Management Software Youth Center**
For the meeting agendas of Law and Courts Committee April 27 and Finance Committee May 3, 2023

BACKGROUND

As the Circuit Court moves away from Courtview as a case management system, the Juvenile Division will lose certain functionalities like being able to add client contacts, risk assessment information, detention and placement history, and school information. Bizstream, the proprietary company of Youth Center software, offers a solution for juvenile probation and detention used throughout Michigan. Bizstream has provided a competitive bid for a customized system for a total price of \$24,800. This price includes a one-time set up fee for both probation and detention, 50 user licenses, training and unlimited email support. After the first year, the Juvenile Division will be required to pay \$16,800 annually for a software use fee.

ALTERNATIVES

The Juvenile Division must document client contacts, risk assessment information, detention and placement history, school information, petition history, etc. Based on the Memo of Performance prepared by the Purchasing Department, Bizstream Youth Center Software has the best functionality and for the cheapest price.

FINANCIAL IMPACT

The Juvenile Division was approved for a 2023 Capital Improvement Project for a total project cost not to exceed \$24,800. The first year cost includes 50 license subscriptions. The Juvenile Division will budget for the software subscription beginning in calendar year 2024.

STRATEGIC PLANNING IMPACT

Provide appropriate evidence based treatment and sanctions for at-risk youth and juveniles. Provide fair and efficient judicial processing.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Authorize the purchasing of the recommended Bizstream Youth Center Software.

Agenda Item 4

TO: Scott LeRoy, Interim 30th Circuit Court Administrator

FROM: James Hudgins, Director of Purchasing

DATE: March 9, 2023

RE: Memorandum of Performance for Packet #44-23: Client Management Software

Bids were sought from qualified and experienced vendors for the purpose of purchasing Client Management software for the Ingham County 30th Circuit Court Juvenile Division.

The following grid is a summary of the vendors' costs:

Company Name	Local Preference	Number of Users	Set-Up Fee	Cost Per User	Year 1 - Total
BizStream	N, Allendale MI	50	\$8,000	\$420/year above 50	\$24,800
Global Vision	N, St. Louis MO	50	\$17,495	\$250/year - First 10 users free	\$27,495
Quest	N, Carmel IN	50	\$20,000	\$750/year	\$57,500

All software purchases must be approved by the I.T. Department. Please make sure that the software purchase is compliant with the I.T. Department prior to requesting a contract or purchase order.

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

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

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE JUVENILE DIVISION PURCHASING
BIZSTREAM CLIENT MANAGEMENT SOFTWARE**

WHEREAS, the Juvenile Division has twenty-eight Juvenile Court Officers assigned to various divisions working with adjudicated and non-adjudicated youth and responded parents; and

WHEREAS, the Juvenile Division is required by statute to track certain information in order to receive Child Care Funding; and

WHEREAS, the Juvenile Division has a need to contract with a vendor for client management software to track client contacts, risk assessment information, detention and placement history, and school information; and

WHEREAS, the Juvenile Division received bids from qualified and experienced vendors for the purpose of purchasing client management software; and

WHEREAS, based on a Memo of Performance from the Purchasing Department, the Juvenile Division is requesting authorization to enter into an agreement with BizStream YouthCenter Software for a 12-month term; and

WHEREAS, the County Innovation and Technology Department has confirmed that the BizStream YouthCenter software is compatible with County systems; and

WHEREAS, the Juvenile Division was approved for a 2023 Capital Improvement Project for Client Management Software for a cost not to exceed \$24,800.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into an agreement with BizStream for a total amount not to exceed \$24,800 for Youth Center software, effective January 1, 2023 through December 31, 2023.

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

Agenda Item 5

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

FROM: Keith Watson, Chief Public Defender

DATE: April 17, 2023

SUBJECT: Resolution to Authorize the Purchase of a Toshiba e-STUDIO9029A Copier

BACKGROUND

The Office of the Public Defender is in need of an additional copy machine. The current machines are aging and, as trials are now beginning to pick up due to COVID restrictions being lifted, support staff and attorneys need to prepare materials which are voluminous.

The Office of the Public Defender worked with the County's Toshiba representative and were given several options of models to choose. The e-STUDIO9029A is comparable to what the Office has been using, and it is comparable to what the Prosecuting Attorney uses. The features and copies per minute will best support the Office's needs.

The MIDC Compliance Plan for the 2022/2023 year contains a line item for the purchase of a copier up to the amount of \$13,000. The Toshiba e-STUDIO9029A's cost is \$7,850.

ALTERNATIVES

Continue to use the current copy machines, which are in fact, aging; and risk the potential break down of one or both, leaving the Office of the Public Defender without a necessary resource.

FINANCIAL IMPACT

The proposed resolution will cost \$7,850. The MIDC Compliance Plan submitted and approved for 2022/2023 allows up to \$13,000 for this line item.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that Law & Courts approve the resolution.

Agenda Item 5

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF A TOSHIBA e-STUDIO9029A COPIER

WHEREAS, the Office of the Public Defender is in need of an additional copy machine; and

WHEREAS, after working with the County's Toshiba representative, it was determined that the e-STUDIO9029A is comparable to what the Office of the Public Defender has been using and has the features and copies per minute that will best support the Office's needs; and

WHEREAS, funds are available through the 2023 Michigan Indigent Defense Commission Compliance Plan for this expenditure.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Office of the Public Defender to purchase the e-STUDIO9029A Copier at \$7,850.

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