

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

HUMAN SERVICES COMMITTEE
TODD TENNIS, CHAIR
CHRIS TRUBAC
RYAN SEBOLT
THOMAS MORGAN
DERRELL SLAUGHTER
EMILY STIVERS
ROBIN NAEYAERT

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE HUMAN SERVICES COMMITTEE WILL MEET ON MONDAY, JULY 15, 2019 AT 6:30 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [June 17, 2019 Minutes](#) and Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. Tri-County Office on Aging – Resolution Approving Tri-County Office on Aging’s Fiscal Year [2020-2022 Multi-Year Plan](#)

2. Parks Department
 - a. Resolution to Authorize a Contract with [L. J. Trumble Builders, LLC](#)
 - b. Resolution to Authorize a Contract with [Rowe Professional Services Company](#)
 - c. Resolution to Authorize an [Amendment to Resolution #19-047](#)

3. Board of Commissioners – Resolution Opposing Appropriations Bill [Public Act 207](#) of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1)

4. Health Department
 - a. Resolution to Authorize [Amendment # 4](#) to the 2018-2019 Comprehensive Agreement with the Michigan Department of Health and Human Services
 - b. Resolution to Authorize a 2019 -2020 Agreement with the Michigan Department of Health and Human Services for the Delivery of [Public Health Services](#) Under the Comprehensive Agreement
 - c. Resolution to Enter Agreement with [Cure Violence Global](#)
 - d. Resolution to Authorize an Agreement with [Redhead Design Studio](#) for the Development of a Mass Media Campaign to Reduce HIV Stigma
 - e. Resolution to Authorize an Agreement with [KAC Consulting, LLC](#) for the Evaluation of a Mass Media Campaign
 - f. Resolution to Authorize an Agreement with [Various Vendors](#) for a Medical Marihuana Public Education Campaign
 - g. Resolution to Authorize an Agreement with [MVN](#) (Motor Vehicle Network)
 - h. Resolution to Authorize an Agreement with [Continental Canteen](#)
 - i. Resolution to Authorize an Agreement with Michigan State University College of Nursing for [Pediatric Nurse Practitioner Services](#)

- k. Resolution to Authorize an Agreement with [Zoom Video Communications](#)
 - l. Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham [Community Health Center Board](#) of Directors
 - m. Resolution Honoring [Mary Ware](#)
5. Parks Commission – Interviews
6. Board Referrals – Resolution No.19-244 from the [Gratiot County](#) Board of Commissioners Regarding Veterans Services Grant Funding

Announcements
Public Comment
Adjournment

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

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

HUMAN SERVICES COMMITTEE

June 17, 2019

Draft Minutes

Members Present: Morgan, Naeyaert, Sebolt, Slaughter, Stivers, Tennis and Trubac.

Members Absent: None.

Others Present: Matt Nordfjord, Tim Morgan, Melissa Buzzard, Jared Cypher and Beth Foster.

The meeting was called to order by Chairperson Tennis at 6:30 p.m. in Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the June 3, 2019 Minutes

WITHOUT OBJECTION, CHAIRPERSON TENNIS STATED THE JUNE 3, 2019 MEETING MINUTES WERE APPROVED AS PRESENTED.

Additions to the Agenda

3. Parks Department
 - e. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant
5. Board of Commissioners – Resolution Amending Resolution #06-029 to Increase the Number of Commissioners Serving on the Ingham County Fair Board

Substitute –

4. Controller’s Office – Resolution to Update the 2018-2022 Strategic Plan and Action Plan

Limited Public Comment

None.

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

1. Facilities Department – Resolution to Authorize an Agreement with Moore Trosper Construction Co. for the Renovations at Forest Community Health Center
2. Health Department
 - a. Resolution to Authorize an Agreement with RS Biomedical
3. Parks Department
 - a. Resolution to Authorize an Amendment to the Contract with Laux Construction, LLC.

- b. Resolution to Authorize a Contract with Johnson Sign Company for the Installation of Wayfinding Signs
- c. Resolution to Authorize an Amendment to Delhi Township Millage Agreement
- e. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant

THE MOTION CARRIED UNANIMOUSLY.

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

2. Health Department

- b. Resolution to Authorize an Agreement with YMCA of Lansing

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE RESOLUTION.

Chairperson Tennis disclosed that he had a contractual arrangement with the State Alliance of Michigan YMCAs, of which the Lansing YMCA is a member.

THE MOTION TO APPROVE THE RESOLUTION CARRIED.

4. Controller's Office – Resolution to Update the 2018-2022 Strategic Plan and Action Plan

MOVED BY COMM. NAEYAERT, SUPPORTED BY COMM. SEBOLT, TO APPROVE THE RESOLUTION.

Chairperson Tennis proposed the following amendment (*Goal A, Strategy 1, 1, June 2019 Update*):

Environmental Health staff are moving forward with drafting a revision to our code, putting that out for stakeholder input, and incorporating reasonable changes. It will then be brought to the County Commission for further discussion.

This was considered a friendly amendment.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED.

5. Board of Commissioners – Resolution Amending Resolution #06-029 to Increase the Number of Commissioners Serving on the Ingham County Fair Board

MOVED BY COMM. SLAUGHTER, SUPPORTED BY COMM. NAEYAERT, TO APPROVE THE RESOLUTION.

Chairperson Tennis stated that after the search committee meeting to select a new Fair Director, there was discussion with current Fair Board members and Commissioners which concluded that it may be helpful to have an additional Commissioner member as a liaison to the Fair Board.

Commissioner Stivers asked how Commissioner Koenig's attendance had been at Fair Board meetings.

Chairperson Tennis stated that he did not know. He further stated that he spoke with Commissioner Koenig and that she was in favor of adding another Commissioner to the Fair Board.

Jared Cypher, Deputy Controller, stated that, as he recalled, Commissioner Koenig was present at all of the Fair Board meetings that he attended.

Chairperson Tennis stated that he spoke with Commissioner Koenig regarding this Resolution and she was very up to speed with all the issues going on with the Fair Board. He also stated that this had nothing to do with attendance.

Commissioner Naeyaert stated that she thought giving Commissioner Koenig support from an additional Commissioner would be helpful. She further stated that there had been past issues with the Fair Board acting without Board of Commissioners' approval, like repairing a roof and getting gardening work done without going through any of the County processes.

Commissioner Naeyaert stated that the Fair Board had indicated through their actions that they felt very autonomous and that she thought a backup for Commissioner Koenig would be a good reinforcement, as well as a review of the bylaws.

Commissioner Morgan stated that he hoped the Board of Commissioners would be extremely judicious as reappointments came up. He further stated that it was time to see turnover.

Commissioner Morgan stated that with the new Fair Director coming in, it was important to give her the best opportunity to be successful. He further stated that included not having a Fair Board that was not necessarily so autonomous.

Commissioner Sebolt asked if staff could find out the specifics of the expensive gardening work that took place.

Commissioner Slaughter asked if there was a limit to what the Fair Board had to bring in front of the Board of Commissioners.

Mr. Cypher stated that the Fair Board was subject to every County policy that any other Department was subject to. He further stated that the bylaws of the Fair Board delegated certain authority to the Fair Board and that the trouble came in when they did not follow County procurement policies.

Commissioner Naeyaert stated that it was her opinion that it might be cause for removal from the Fair Board, if a Fair Board member was ordering things without following policy.

Commissioner Morgan asked if there was a procedure for removing individuals from appointed Boards.

Matt Nordfjord, County Attorney, stated that MCL 46.11(n) gave the Board of Commissioners the ability to remove and appointee for cause, which would require a hearing. He further stated that he was not suggesting that the Board of Commissioners do that.

Mr. Nordfjord stated that the two other options were to either dissolve the Fair Board, reconstitute it, and reappoint new members or, to wait until appointments come up and not reappoint the member who was an issue.

Discussion.

THE MOTION TO APPROVE THE RESOLUTION CARRIED.
WITHOUT OBJECTION, CHAIRPERSON TENNIS ANNOUNCED THE FORMATION OF A SUBCOMMITTEE OF THE HUMAN SERVICES COMMITTEE FOR THE PURPOSE OF REVIEWING AND UPDATING THE FAIR BOARD BYLAWS, CONSISTING OF THE FOLLOWING MEMBERS:

Commissioner Morgan - Chairperson
Commissioner Naeyaert - Vice Chairperson
Commissioner Trubac
Commissioner Maiville

Chairperson Tennis stated that any other Commissioners who wished to be on the Subcommittee were welcome and to let him or staff know.

Commissioner Morgan stated that it was his intention to be very efficient and that he did not anticipate numerous meetings.

3. Parks Department
 - d. Purchase of Real Property Pursuant to MCL 15.268(d) (*Closed Session*)

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. SLAUGHTER, AT 6:45 P.M., TO MOVE THE MEETING INTO CLOSED SESSION FOR DISCUSSION OF THE PURCHASE OF REAL PROPERTY.

THE MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

MOVED BY COMM. SLAUGHTER, SUPPORTED BY COMM. MORGAN, TO RETURN TO OPEN SESSION AT APPROXIMATELY 6:56 P.M.

THE MOTION CARRIED UNANIMOUSLY.

Commissioner Announcements

Commissioner Naeyaert asked, regarding Agenda Item 5, if the new Fair Board Commissioner Representative would be named at the upcoming Caucus meeting.

Chairperson Tennis stated that they would be and that his suggestion was Commissioner Maiville.

Commissioner Naeyaert stated that her suggestion was also Commissioner Maiville. She further stated that with his expertise, he would be a great addition.

Commissioner Slaughter stated that he would put it on the Caucus agenda.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:57 p.m.

JULY 15, 2019 HUMAN SERVICES AGENDA STAFF REVIEW SUMMARY

ACTION ITEMS:

The Deputy Controller is recommending approval of the following resolutions

1. Tri-County Office on Aging – Resolution Approving Tri-County Office on Aging’s Fiscal Year 2020-2022 Multi-Year Plan

This resolution approves the Tri-County Office on Aging’s Fiscal Year 2020-2022 Multi-Year Plan. This planning document is required under the Older Americans Act and Older Michiganians Act. The Michigan Aging and Adult Services Agency (AASA) requires Tri-County Office on Aging to ask county commissioners to approve the plan.

2. Parks Department

a. *Resolution to Authorize a Contract with L. J. Trumble Builders, LLC*

This resolution authorizes a contract with L. J. Trumble Builders, LLC for the base bid in the amount of \$91,500, and a contingency not to exceed 10% or \$9,150, for a total amount not to exceed of \$100,650 for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island. Funding is available in the Parks Department budget for this project.

b. *Resolution to Authorize a Contract with Rowe Professional Services Company*

This resolution authorizes a contract with ROWE Professional Services Company for a total amount not to exceed \$73,800, to provide prime professional services for park improvement projects (funded by MDNR trust fund grants) at Lake Lansing South and Burchfield Parks. Sufficient funds are available in the Parks Department budget for this contract.

c. *Resolution to Authorize an Amendment to Resolution #19-047*

This resolution authorizes an amendment to the Trails & Parks Millage contract with Delhi Township to split funding for the Holt to Mason Trail, Phase 1, between 2019 and 2020. No additional funds are necessary beyond the \$1 million previously authorized by Board resolution.

3. Board of Commissioners – Resolution Opposing Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1)

This resolution opposes Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) which states, “Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a PIHP.

4. Health Department

a. *Resolution to Authorize Amendment # 4 to the 2018-2019 Comprehensive Agreement with the Michigan Department of Health and Human Services*

This resolution authorizes Amendment #4 the 2018-2019 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS) by increasing funding by \$125,397 and by establishing a .50 FTE Community Health Worker to work in the STD Specialty Services program effective October 1, 2018 through September 30, 2019.

b. *Resolution to Authorize a 2019 -2020 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement*

This resolution authorizes the annual Comprehensive Agreement with the Michigan Department of Health and Human Services (MDHHS). The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. The agreement serves as a vehicle for accepting slightly more than \$6.1 million in state and federal grant and formula funding to support a number of public health services. The time period of the agreement is October 1, 2019 through September 30, 2020.

c. *Resolution to Enter Agreement with Cure Violence Global*

This resolution authorizes an agreement with Cure Violence Global for a Cure Violence Assessment Visit provided by the Cure Violence Training and Technical Assistance (TTA) Team in an amount totaling \$7,500 effective August 1, 2019 through June 30, 2020. Costs associated with this agreement will be funded with \$3,000 from the Invest Health Field Building grant from The Reinvestment Fund and with \$4,500 from the ICHD Health Equity and Social Justice contractual services line item.

d. *Resolution to Authorize an Agreement with Redhead Design Studio for the Development of a Mass Media Campaign to Reduce HIV Stigma*

This resolution authorizes an agreement with Redhead Design Studio for the development of an HIV anti-stigma mass media campaign in an amount not to exceed \$34,000 effective August 1, 2019 through September 30, 2019. Funding will come from the HIV Care Coordination Grant.

e. *Resolution to Authorize an Agreement with KAC Consulting, LLC for the Evaluation of a Mass Media Campaign*

This resolution agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign. Funding will come from the HIV Care Coordination Grant.

f. *Resolution to Authorize an Agreement with Various Vendors for a Medical Marijuana Public Education Campaign*

This resolution authorizes agreements with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marijuana Act.

- Comcast- up to \$7,500
- Adams Outdoor- up to \$7,500
- MAB- up to \$6,000
- MLive- up to \$5,000
- NCM- up to \$3,800
- ScreenVision- up to \$2,850

Funding for these agreements will come from the LARA grant.

g. *Resolution to Authorize an Agreement with MVN (Motor Vehicle Network)*

This resolution authorizes an agreement with MVN for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800 for advertisement/public service announcements regarding the Michigan Medical Marijuana Act and other public health initiatives. Funding for this agreement has been included in the Health Department's 2020 budget request.

h. Resolution to Authorize an Agreement with Continental Canteen

This resolution an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022. The agreement will continue with one year automatic renewals. Continental Canteen has agreed to furnish, install, maintain, supply, and remove vending machines from FCHC and will pay ICHD a commission rate of 5% on net sales from coffee, cold beverage, snacks, candy, gum, mints, and glass-front beverage items.

i. Resolution to Authorize an Agreement with Michigan State University College of Nursing for Pediatric Nurse Practitioner Services

This resolution authorizes an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid no more than \$31,467.32 a year, effective September 1, 2019 through August 31, 2020. Costs of this agreement will be covered through billable services.

k. Resolution to Authorize an Agreement with Zoom Video Communications

This resolution authorizes an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination, effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89. Funding is available through the HIV Care Coordination Grant.

l. Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors

This resolution extends the Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors for one year.

m. Resolution Honoring Mary Ware

This resolution honors Mary Ware for her 30 years of dedicated service to the Ingham County Health Department and for her exemplary patient care and commitment to her work.

Agenda Item 1

TO: Board of Commissioners Human Services Committee
FROM: Jared Cypher, Deputy Controller
DATE: July 5, 2019
SUBJECT: TCOA Multi-Year Plan
For the meeting agenda of 7/15/19 Human Services Committee

BACKGROUND

This resolution approves the Tri-County Office on Aging's Fiscal Year 2020-2022 Multi-Year Plan. This planning document is required under the Older Americans Act and Older Michigianians Act. The Michigan Aging and Adult Services Agency (AASA) requires Tri-County Office on Aging to ask county commissioners to approve the plan.

ALTERNATIVES

NA

FINANCIAL IMPACT

There are no direct financial impacts.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long term objective of "meeting basic needs" and the action plan's key implementation task "ensure there is no waiting list for the TCOA meals on wheels program in Ingham County".

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution.



June 18, 2019

Ingham County Board of Commissioners
P.O. Box 319
Mason, MI 48854

Dear Ingham County Board of Commissioners:

The Tri-County Office on Aging's (TCOA) Fiscal Year 2020-2022 Multi-Year Plan is available for review. This planning document is required under the Older Americans Act and Older Michigianians Act.

The Michigan Aging and Adult Services Agency (AASA) requires TCOA to ask major cities and county commissions to approve the plan. We are requesting that this plan be approved by August 1, 2019. A resolution endorsing the plan would be appreciated. If the Board does not respond by August 3, 2019, TCOA will consider this passive approval of the plan.

We have sent an electronic copy via email to Director Becky Bennett, with a copy to TCOA Administrative Board Members Robin Naeyaert and Bryan Crenshaw. You may also view the plan and its attachments on the TCOA website at www.tcoa.org/documents. Simply click the link referring to the Multi-Year Plan document.

Ingham County, along with Eaton and Clinton counties and the Cities of Lansing and East Lansing, is a member of the Tri-County Aging Consortium. The Consortium members appoint representatives to serve on TCOA's Administrative Board, which has the responsibilities of agency operations, and must endorse and recommend approval of the Plan to AASA. The Board endorsed the plan on July 17, 2019. Two older adults, with an additional vacancy, appointed by Ingham County serve on the Advisory Council that reviewed and recommended approval to the Consortium Administrative Board.

Please email the resolution to LemmerT@tcoa.org at your earliest convenience. If you have further questions, please feel free to contact me. I can be reached at 517-887-1348.

Thank you for your attention to this issue.

Sincerely,

A handwritten signature in blue ink that reads "Tammy S. Lemmer".

Tammy S. Lemmer
Community Relations and Grants Manager

5303 S. Cedar Street, Suite 1, Lansing, MI 48911-3800
Telephone 517.887.1440 • Toll Free 1.800.405.9141
Fax 517.887.8071 • www.tcoa.org



Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING TRI-COUNTY OFFICE ON AGING'S
FISCAL YEAR 2020-2022 MULTI-YEAR PLAN**

WHEREAS, the Tri-County Aging Consortium, known as Tri-County Office on Aging, produced the Fiscal Year 2020-2022 Multi-Year Plan as required by the Older Americans Act and the Older Michiganians Act; and

WHEREAS, Ingham County Commissioners have reviewed the Tri-County Office on Aging's Fiscal Year 2020-2022 Multi-Year Plan.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves the Tri-County Office on Aging's Fiscal Year 2020-2022 Multi-Year Plan.

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: June 26, 2019
SUBJECT: Contract with L. J. Trumble Builders, LLC.
For the meeting agenda of 7/15/19 Human Services and 7/17/19 Finance

BACKGROUND

The Parks Department owns and maintains the buildings at Hawk Island. The Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs. The Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at Hawk Island.

ALTERNATIVES

The Red Tail Shelter roof is in need of replacement. Failure to address this could result in damage to the building and contents within.

FINANCIAL IMPACT

The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to L. J. Trumble Builders, LLC. for the base bid in the amount of \$91,500, and a contingency not to exceed 10% or \$9,150, for a total amount not to exceed of \$100,650.

There is \$62,295 available in line item # 228-75999-978000-9P21 for the project.

In order to complete this project, the Parks Department is requesting a transfer of \$38,355 from the attrition savings from the vacancies of the Assistant Park Managers into line item # 228-75999-978000-9P21 to cover the remaining cost.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their June 24, 2019 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with L. J. Trumble Builders, LLC.

Agenda Item 2a

TO: Tim Morgan, Parks Director
FROM: James Hudgins, Director of Purchasing
DATE: May 17, 2019
RE: Memorandum of Performance for RFP No. 118-19 Supplying and Installing Standing Seam Metal Roof

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a contract for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island County Park.

The scope of work includes, but is not limited to, acquiring all necessary permits, supplying all material and labor for the preparation and installation of a new metal roof with eaves troughs. Contractor will environmentally dispose of all tear-off waste, as well as, repair and/or replace any damage to turf, trees, or park facilities.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	43	13
Vendors responding	2	1

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

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

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Red Tail Shelter (Hawk Island) Total Bid	Replace OSB Sheathing (Min. 7/16" thick), If Necessary Cost/SF	Gage of Metal Roofing
HYTEK General Contracting Inc.	No, Chicago IL	\$91,500.00	\$2.50	26 Gage
LJ Trumble Builders LLC	Yes, Lansing MI	\$93,500.00	\$5.00	26 Gage

- L.J. Trumble Builders LLC, a local vendor, is within 10% of the lowest responsive bid, and was given the opportunity to match the lowest bid. L.J. Trumble Builders LLC agreed to match the lowest bid.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH L. J. TRUMBLE BUILDERS, LLC

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Hawk Island; and

WHEREAS, the Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs; and

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island; and

WHEREAS, L. J. Trumble Builders, LLC., a registered-local vendor, has agreed to reduce its proposal cost to meet the lowest responsive bid by a non-local vendor in compliance with the Ingham County local purchasing preference policy; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to L. J. Trumble Builders, LLC.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with L. J. Trumble Builders, LLC. for the base bid in the amount of \$91,500, and a contingency not to exceed 10% or \$9,150, for a total amount not to exceed of \$100,650 for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island.

BE IT FURTHER RESOLVED, that this agreement shall be effective the date of execution through November 30, 2019.

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

BE IT FURTHER RESOLVED, there is \$62,295 available in line item # 228-75999-978000-9P21 for the project.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$38,355 from the attrition savings from the vacancies of the Assistant Park Managers into line item # 228-75999-978000-9P21 to cover the remaining cost of the project.

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: July 1, 2019
SUBJECT: Prime Professional Services for Lake Lansing South and Burchfield Park Improvements
For the meeting agenda of 7/15/19 Human Services and 7/17/19 Finance Committee

BACKGROUND

The county has received notice of grant awards for a 2018 Michigan Natural Resource Trust Fund Grant from the Michigan Department of Natural Resources for improvements at Lake Lansing South and a 2018 Land and Water Conservation Fund Grant for improvements at Burchfield Park.

The Purchasing Department solicited proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for both grants which include the Lake Lansing South Park and Burchfield Park improvement projects for the Ingham County Parks Department.

The project at Lake Lansing South Park will replace the boating/fishing pier and provide improved ADA access to the park. The project at Burchfield Park will provide accessibility improvements throughout the park. These improvements will include paved parking spaces and paved walkways to connect facilities within the park for people of all abilities. The project will also include restroom improvements for accessibility and an accessible canoe/kayak launch along the Grand River. The prime professional will provide all planning services necessary for the design and construction of the projects.

ALTERNATIVES

This project is to make Lake Lansing South and Burchfield Park more accessible and user friendly to the whole population. The developments will benefit the community and increase the use of the facility.

FINANCIAL IMPACT

The contract with ROWE Professional Services Company is for a total amount not to exceed \$73,800 as specified below:

<u>Task</u>	<u>Fee</u>
Lake Lansing South:	
Survey	\$5,200
Geotechnical	\$2,000
Design	\$21,300
Construction	\$6,500
TOTAL for Lake Lansing South	\$35,000 not to exceed
Burchfield:	
Survey	\$8,000
Design	\$27,000
Construction	\$10,200
TOTAL for Burchfield	\$45,200 not to exceed

The vendor is providing a discount in the amount of \$6,400 for performing both projects, for a total contract amount not to exceed \$73,800 (\$31,800 total not to exceed for Lake Lansing South Park and \$42,000 total not to exceed for Burchfield Park).

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

The Parks & Recreation Commission supported this resolution with the passage of a resolution at their June 24, 2019 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend the resolution authorizing a contract with ROWE Professional Services Company be approved.

Agenda Item 2b

TO: Tim Morgan, Parks Director

FROM: James Hudgins, Director of Purchasing

DATE: May 15, 2019

RE: Memorandum of Performance for RFP No. 90-19 Prime Professional Services for Lake Lansing South Park (Michigan Natural Resources Trust Fund) and Burchfield Park (Land and Water Conservation Fund) Improvements

Per your request, the Purchasing Department sought proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Lake Lansing South Park and Burchfield Park improvement projects for the Ingham County Parks Department. The Prime Professional must be registered in Michigan.

Lake Lansing South Park: The proposed project will replace the boating/fishing pier and provide improved ADA access to the park with accessible paved parking and improved walkways.

Burchfield Park: The proposed project is to provide accessibility improvements throughout the park. These improvements will include paved parking spaces and walkways to connect facilities within the park for people of all abilities. The project will also include restroom improvements for accessibility and an accessible canoe/kayak launch along the Grand River.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	129	37
Vendors responding	7	2

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

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Add's	Burchfield Not to Exceed	Lake Lansing South Not to Exceed	Burchfied & LL South Not to Exceed
Rowe Professional Services Co.	No, Flint MI	Yes	\$45,200.00	\$21,600.00	\$66,800.00
OCBA Landscape Architects	No, Kalamazoo MI	Yes	\$66,900.00	\$25,600.00	\$92,500.00
Landscape Architects and Planners (LAP)	Yes, Lansing MI	Yes	\$47,950.00	\$46,085.00	\$94,035.00
Fleis & Vandenbring	No, Grand Rapids MI	Yes	\$64,755.00	\$55,750.00	\$120,505.00
Spicer Group	Yes, Lansing MI	Yes	\$70,600.00	\$63,200.00	\$133,800.00
Edgewater Resources	No, St. Joseph MI	Yes	\$75,877.20	\$73,755.80	\$149,633.00
williams & works	No, Grand Rapids MI	Yes	\$85,995.00	\$73,680.00	\$159,675.00

INGHAM COUNTY PURCHASING DEPARTMENT
 RECORD OF BID/PROPOSAL OPENING & POST BID ADDENDUM NO. 1

PACKET #90-19 Prime Professional Services

Vendor Name	Local Preference	Burchfield Not to Exceed	Lake Lansing South Not to Exceed	Dock Type	Burchfield & LL South Not to Exceed	Costs with Discount Burchfield & LL South	Additional Topo Charges +	Burchfield & LL South with Added Topo Not to Exceed	Time Stamp
Rowe Professional Services Co.	No, Flint	\$45,200.00	\$21,600.00	Floating	\$66,800.00	\$60,400.00			05/14/19 AM 11:38 PUR
Post Bid No. 1		\$35,000.00	\$45,200.00	Permanent	\$80,200.00	\$73,800.00			06/20/19 PM 4:40
OCBA Landscape Architects	No, Kalamazoo	\$66,900.00	\$25,600.00	Permanent	\$92,500.00				05/14/19 AM 11:38 PUR
Post Bid No. 1		No change	No change	Floating	No change	No Discount	\$7,800.00	\$100,300.00	06/21/19 AM 9:31
williams & works	No, Grand Rapids	\$85,995.00	\$73,680.00	Permanent	\$159,675.00				05/15/19 AM 9:37 PUR
Post Bid No. 1		No change	\$43,780.00	Floating	\$129,775.00	No Discount			06/20/19 AM 10:57
Edgewater Resources	No, St. Joseph	\$75,877.20	\$73,755.80	Permanent	\$149,633.00				05/15/19 AM 9:39 PUR
Post Bid No. 1		\$73,242.11	\$71,405.57	Floating	\$119,647.68	No Discount			06/20/19 PM 4:16
Landscape Architects and Planners (L	Yes, Lansing	\$47,950.00	\$46,085.00	Permanent	\$94,035.00				05/15/19 AM 10:13 PUR
Post Bid No. 1		No change	\$26,200.00	Floating	\$74,150.00	\$70,443.00			06/21/19 AM 9:42
Spicer Group	Yes, Lansing	\$70,600.00	\$63,200.00	Permanent	\$133,800.00				05/15/19 AM 10:51 PUR
Post Bid No. 1		No change	\$42,800.00	Floating	\$113,400.00	\$110,400.00			06/21/19 AM 9:09
Fleis & Vandenbrink	No, Grand Rapids	\$64,755.00	\$55,750.00	Permanent	\$120,505.00	\$115,500.00			05/15/19 AM 10:52 PUR
Post Bid No. 1		No Change	No Change	Floating		No change - Original was discounted.			06/21/19 AM 9:50

Recorder: Julie Buckmaster

Witness: James Hudgins

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH
ROWE PROFESSIONAL SERVICES COMPANY**

WHEREAS, Board of Commissioners Resolution #18-109 authorized the submission of a Michigan Natural Resources Trust Fund grant for the Lake Lansing South Park improvements project; and

WHEREAS, Board of Commissioners Resolution #18-107 authorized the submission of a Land and Water Conservation Fund grant for the Burchfield Park improvements project; and

WHEREAS, the Purchasing Department solicited proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Lake Lansing South Park and Burchfield Park improvement projects for the Ingham County Parks Department; and

WHEREAS, the project at Lake Lansing South Park will replace the boating/fishing pier and provide improved ADA access to the park; and

WHEREAS, the project at Burchfield Park will provide accessibility improvements throughout the park. These improvements will include paved parking spaces and paved walkways to connect facilities within the park for people of all abilities. The project will also include restroom improvements for accessibility and an accessible canoe/kayak launch along the Grand River; and

WHEREAS, the prime professional will provide all planning services necessary for the design and construction of the project facilities for these projects; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to ROWE Professional Services Company who submitted the most responsive and responsible proposal.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby approves entering into a contract with ROWE Professional Services Company in a total amount not to exceed \$73,800 (\$31,800 total not to exceed for Lake Lansing South Park and \$42,000 total not to exceed for Burchfield Park) to provide prime professional services for the Lake Lansing South Park and Burchfield Park improvement projects.

BE IT FURTHER RESOLVED, the term of the contract shall be from the date of execution until 12/31/2021.

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

BE IT FURTHER RESOLVED, there will be funds available in line item 228-75999-974000-9P10 for the portion of the contract in the amount of \$31,800 to be invoiced to Lake Lansing South Park, as authorized by Board of Commissioners Resolution #19-287.

BE IT FURTHER RESOLVED, there will be funds available in a line to be established by the Budget office for a previously approved grant, for the portion of the contract in the amount of \$42,000 to be invoiced to Burchfield Park.

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Melissa Buzzard, Trails and Parks Millage Coordinator
DATE: July 2, 2019
SUBJECT: Amendment to Resolution #19-047
For the meeting agenda of 7/15/19 Human Services and 7/17/19 Finance

BACKGROUND

Board of Commissioners Resolution #19-047 authorized entering into a contract with Delhi Township to fund the Holt to Mason Trail, Phase 1 project for \$1,000,000.00 for the funding year of 2020.

Resolution 19-284 amended the scope to fit the awarded amount of \$1,000,000 due to Delhi Township originally requesting \$3,543,380.00 and their scope of work was based off of this figure. The Township would like the funding to be split between 2019 and 2020 so that they may start work in 2019. The County attorney informed the Parks Department that the contract itself did not need amending to adjust the funding year but the original resolution that awarded the contract, which is #19-047.

ALTERNATIVES

If the funding is not split between 2019 and 2020 and stays completely in 2020, the project will be delayed until January of 2020.

FINANCIAL IMPACT

No additional funds past the originally allocated \$1,000,000.00 is being requested.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

OTHER CONSIDERATIONS

N/A.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing an amendment to Resolution #19-047.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-047

WHEREAS, Board of Commissioners Resolution #19-047 authorized entering into a contract with Delhi Township to fund the Holt to Mason Trail, Phase 1 for the funding year of 2020 for a total of \$1,000,000.00; and

WHEREAS, Delhi Township is requesting the funding be allocated between the funding years of 2019 and 2020.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an Amendment to the Resolution #19-047.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the funding of \$1,000,000 be split between the funding years of 2019 and 2020.

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

BE IT FURTHER RESOLVED, that all other terms and conditions of these Agreements shall remain unchanged.

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

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OPPOSING APPROPRIATIONS BILL PUBLIC ACT 207 OF 2018, ARTICLE X,
PART 2 PROVISIONS CONCERNING APPROPRIATIONS, GENERAL SECTIONS,
BEHAVIORAL HEALTH SERVICES, SECTION 928 (1)**

WHEREAS, the Ingham County Board of Commissioners having entered into an enabling resolution to create the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties pursuant to Section 100 et seq. and Section 205 of the Mental Health Code, 1974 PA 258, as amended (MCL330.1100 et seq; MCL330.1205) with Clinton, Eaton, and Ingham Counties; and

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties is a community mental health authority of the counties of Clinton, Eaton, and Ingham, organized under the terms of Section 204(a) of the Michigan Mental Health Code (the Code), (MCL330.1204[a]); and

WHEREAS, Section 116(b) of the Code (MCL330.1116[b]) requires that the Department of Community Health shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program whenever the community mental health services program has demonstrated a willingness and capacity to provide an adequate and appropriate system of mental health services for the citizens of that service area; and

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties has demonstrated such willingness and capacity to provide community mental health services for over the past 50 years and is properly certified as a community mental health services program under the terms of Section 232(a) of the Code (MCL330.1232[a]); and

WHEREAS, Section 202(1) of the Code (MCL330.1202[1]) requires that the state shall financially support, in accordance with chapter 3, community mental health services programs that have been established and that are administered according to the provisions of this chapter; and

WHEREAS, there are also established in the state entities known as Prepaid Inpatient Health Plans (PIHPs), which receive Medicaid funds and distribute them to Community Mental Health Services Programs and other Medicaid providers; and

WHEREAS, Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) states, "Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a PIHP."; and

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties and the counties that it represents are not a state designated PIHP; and

WHEREAS, the County of Ingham has a strong desire to keep local funding at the local level to meet the financial liability of the county pursuant to Section 302(1) of the Code (MCL330.1301[1]) and to respond to the behavioral health needs in this county.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners strongly supports the use of these local county funds for local community mental health services as provided for under the Michigan Constitution and Michigan Mental Health Code, and urges removal of the Section 928 provision that requires local funds be used as part of the state match requirement from the state budget boilerplate.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners strongly urges its State Senate and House of Representatives members to eliminate similar language mentioned above in future State funding appropriations.

BE IT FURTHER RESOLVED, that the State Senate and House of Representatives ensure that the current level of Medicaid funding is not negatively impacted by the removal of Section 928.

BE IT FURTHER RESOLVED, that the County Clerk shall send copies of this resolution to Governor Gretchen Whitmer, Senator Curtis Hertel, Jr., Representative Sarah Anthony, Representative Kara Hope, Representative Julie Brixie, Michigan Department of Health and Human Services Director Robert Gordon, Behavioral Health and Developmental Disabilities Administration Deputy Director Dr. George Mellos, and the Michigan Association of Counties.

TO: Board of Commissioners Human Services, County Services, and Finance Committees
FROM: Linda S. Vail, Health Officer
DATE: June 25^h, 2019
SUBJECT: FY 19 State of Michigan Comprehensive Agreement Amendment # 4
For the meeting agendas of July 15th, 2019 and July 17th, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to amend (Amendment #4) the 2018-2019 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS) by increasing funding by \$125,397 and by establishing a .50 FTE Community Health Worker to work in the STD Specialty Services program effective October 1, 2018 through September 30, 2019. ICHD currently receives funding from Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The Comprehensive Agreement is the annual process whereby MDHHS transmits State and Federal Funds to Ingham County to support public health programs. The Board of Commissioners (BOC) authorized the 2018-2019 Comprehensive Agreement through Resolution #18-351 and Amendment # 1 through Resolution # 18-470 and Amendment # 2 through Resolution # 19-050 and Amendment # 3 through Resolution # 19-149.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The financial impact of this amendment will increase the agreement for Comprehensive Local Health Services from \$5,686,220 to \$5,811,617, an increase of \$125,397. The amendment makes the following specific changes in the budget;

- Family Planning Services: increase of \$15,000 from \$289,223 to \$304,223
- Epidemiology & Laboratory Capacity: increase of \$20,000 from \$0 to \$20,000
- Regional Perinatal Care System: increase of \$3,000 from \$0 to \$3,000
- STD Specialty Services: increase of \$50,000 from \$0 to \$50,000
- Public Health Emergency Preparedness (7/01/19 – 9/30/19): increase of \$37,397 from \$0 to \$37,397

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support Amendment # 4 with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2018 through September 30, 2019.

Introduced by the Human Services, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AMENDMENT # 4 TO THE 2018-2019 COMPREHENSIVE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, Ingham County Health Department (ICHD) wishes to amend (Amendment #4) the 2018-2019 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS) by increasing funding by \$125,397 and by establishing a .50 FTE Community Health Worker to work in the STD Specialty Services program effective October 1, 2018 through September 30, 2019; and

WHEREAS, ICHD currently receives funding from Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement; and

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, Michigan Department of Health & Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibilities of each party in protecting public health; and

WHEREAS, MDHHS and ICHD have entered into a 2018-2019 Comprehensive Agreement authorized in Resolution #18-351 and Amendment # 1 in Resolution #18-470 and Amendment # 2 in Resolution # 19-050 and Amendment # 3 in Resolution # 19-149; and

WHEREAS, MDHHS has proposed Amendment # 4 to the current Agreement to adjust grant funding levels and clarify Agreement procedures; and

WHEREAS, as a result of the funding increase in Amendment #4, ICHD would like to establish a .50 FTE Community Health Worker to work in the STD Specialty Services program; and

WHEREAS, the 2019 salary range of a .50 FTE Community Health Worker (UAW-TOPS, Grade D) position is \$16,525 - \$19,672; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize Amendment #4 to the 2018-2019 Comprehensive Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment # 4 to the 2018-2019 Comprehensive Agreement with Michigan Department of Health & Human Services (MDHHS) effective October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the total amount of the Comprehensive Agreement funding shall increase from \$5,686,220 to \$5,811,617, an increase of \$125,397.

BE IT FURTHER RESOLVED, that the increase consists of the following specific change to program budget:

Family Planning Services: increase of \$15,000 from \$289,223 to \$304,223

Epidemiology & Laboratory Capacity: increase of \$20,000 from \$0 to \$20,000

Regional Perinatal Care System: increase of \$3,000 from \$0 to \$3,000

STD Specialty Services: increase of \$50,000 from \$0 to \$50,000

Public Health Emergency Preparedness (7/01/19 – 9/30/19): increase of \$37,397 from \$0 to \$37,397

BE IT FURTHER RESOLVED, a .50 FTE Community Health Worker (UAW-TOPS, Grade D) position is established in the STD Specialty Services program.

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

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit Amendment # 4 of the 2018-2019 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 24th, 2019
SUBJECT: FY 20 State of Michigan Comprehensive Agreement
For the meeting agendas of July 15th, 2019 and July 17th, 2019

BACKGROUND

The Ingham County Health Department (ICHHD) currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. The agreement serves as a vehicle for accepting slightly more than \$6.1 million in state and federal grant and formula funding to support a number of public health services. The public health services to be delivered under this agreement include Essential Local Public Health Operations and categorical programs including:

- | | |
|---|-----------------------------------|
| AIDS/HIV Prevention and Care | Lead Safe Homes |
| Bioterrorism Emergency Preparedness | Maternal & Child Health Programs |
| Breast & Cervical Cancer Control Navigation Program | Tobacco Reduction |
| Children Special Health Care Services | Tuberculosis Control |
| Communicable Disease Prevention | Sexually Transmitted Disease Ctrl |
| Family Planning | Vision & Hearing Screening |
| Food Vendors and Restaurant Inspections | The WIC Program |
| Immunizations | |

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The grant amounts, detailed in the agreement, are included in the proposed FY 20 Health Department budget.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

The resolution also authorizes subcontracts in the Breast and Cervical Cancer Control Navigation Program and Nurse Family Partnership programs. The resolution includes authorization for a number of service contracts to perform outreach activities to potential and current Medicaid beneficiaries in the following categories:

- Medicaid Outreach and Public Awareness
- Facilitating Medicaid Eligibility Determination
- Program Planning, Policy Development and Interagency Coordination Related to Medical Svcs
- Referral, Coordination, and Monitoring of Medicaid Services
- Medicaid-Specific Training on Outreach Eligibility Services
- Arranging for Medicaid-related Transportation and Provision of Medicaid-related Translation

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support this agreement with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2019 through September 30, 2020.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A 2019 -2020 AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY
OF PUBLIC HEALTH SERVICES UNDER THE COMPREHENSIVE AGREEMENT**

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, Michigan Department of Health & Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibilities of each party in protecting public health; and

WHEREAS, the MDHHS and Ingham County has proposed a 2019 – 2020 Agreement for the delivery of public health services under the Comprehensive Agreement process to clarify roles and responsibilities, including funding relations; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the Amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a 2019 – 2020 Agreement with the Michigan Department of Health and Human Services for the delivery of public health services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the period of Agreement shall be October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED, that the scope of services included in this Agreement shall include essential Local Public Health Services, and several categorical public health programs identified in the attachments to the Agreement.

BE IT FURTHER RESOLVED, that approximately \$6.1 million of state/federal funds will be made available to Ingham County through the Comprehensive Agreement, and that Ingham County contribution to expenditures associated with the agreement and budget shall not exceed levels appropriated in the County's 2020 Budget for these purposes.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes Memorandums of Understanding (MOU) and/ or subcontracts for the period of October 1, 2019 – September 30, 2020 with specialty physicians, laboratories and health care institutions and other service providers necessary to implement the Breast and Cervical Cancer Control Navigation Programs in Clinton, Gratiot, Ingham, Ionia, Jackson, Livingston, Washtenaw, Genessee, Lapeer and Shiawasee Counties, which is a program included in the Comprehensive Agreement.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize a subcontract for the period of October 1, 2019 – September 30, 2020 with the Nurse Family Partnership to provide technical support, training and materials specific to the Nurse Family Partnership model which is a program included in the Comprehensive Agreement.

BE IT FURTHER RESOLVED, that service contracts are authorized with the providers named below to support outreach activities to potential and current Medicaid beneficiaries in the following categories:

Medical Outreach and Public Awareness
Facilitating Medicaid Eligibility Determination
Program Planning, Policy Development and Interagency Coordination Related to Medicaid Svcs
Referral, Coordination and Monitoring of Medicaid Services
Medicaid-Specific Training on Outreach Eligibility and Services
Arranging for Medicaid-related Transportation and Provision for Medicaid-related Translation

These service contracts braid together requirements and funds from multiple sources including the County and Medicaid Administration (Federal Share). The braided contracts shall be authorized up to the amounts identified below for the period of October 1, 2019 – September 30, 2020:

- Allen Neighborhood Center \$53,782
- Northwest Initiative \$53,782
- South Side Community Coalition \$46,075
- Child & Family Charities \$37,010
- Cristo Rey \$58,663

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, is authorized to submit the 2019 - 2020 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign contracts, subcontracts associated with the Comprehensive Agreement after review by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 26, 2019
SUBJECT: Agreement with Cure Violence Global
For the meeting agendas of July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Cure Violence Global for a Cure Violence Assessment Visit provided by the Cure Violence Training and Technical Assistance (TTA) Team in an amount totaling \$7,500 effective August 1, 2019 through June 30, 2020. This team conducts assessment visits with interested communities that have demonstrated necessary buy-in from essential stakeholders and leadership. ICHD leadership has garnered buy-in to explore the Cure Violence approach to violence prevention with more than a dozen essential stakeholders and leaders including Lansing Mayor Andy Schor, Lansing Police Chief Mike Yankowski, Ingham County Prosecutor Carol Siemon, Lansing School District Director of School Culture Carlin Tichenor, Sparrow Health System Vice President Patrick Brillantes, and key community-based leaders and partners.

Because violence prevention strategies were included in the 2017 Ingham County Community Health Improvement Plan, ICHD produced a *Violence Prevention in Ingham County* fact sheet in 2018 documenting the evidence base for violence prevention as an economic mobility strategy and also citing health inequities surrounding violence. Following on the successful work of the initial Lansing Invest Health Team (LIHT) Initiative, LIHT is continuing with their goal to implement equity impact investments and develop financeable environment projects focused on increasing health equity. Entering into an agreement with Cure Violence Global will familiarize ICHD with the Cure Violence Model while determining potential target areas, partnerships, workers, and potential program structure for future implementation.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Costs associated with this agreement will be funded with \$3,000 from the Invest Health Field Building grant from The Reinvestment Fund and with \$4,500 from the ICHD Health Equity and Social Justice contractual services line item.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based upon the information presented, I respectfully recommend approval of the attached resolution to enter an agreement with Cure Violence Global in the amount of \$7,500 effective from August 1, 2019 through June 30, 2020.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER AGREEMENT WITH CURE VIOLENCE GLOBAL

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Cure Violence Global for a Cure Violence Assessment Visit provided by the Cure Violence Training and Technical Assistance (TTA) Team in an amount totaling \$7,500 effective August 1, 2019 through June 30, 2020; and

WHEREAS, this team conducts assessment visits with interested communities that have demonstrated necessary buy-in from essential stakeholders and leadership; and

WHEREAS, ICHD leadership has garnered buy-in to explore the Cure Violence approach to violence prevention with more than a dozen essential stakeholders and leaders including Lansing Mayor Andy Schor, Lansing Police Chief Mike Yankowski, Ingham County Prosecutor Carol Siemon, Lansing School District Director of School Culture Carlin Tichenor, Sparrow Health System Vice President Patrick Brillantes, and key community-based leaders and partners; and

WHEREAS, because violence prevention strategies were included in the 2017 Ingham County Community Health Improvement Plan, ICHD produced a *Violence Prevention in Ingham County* fact sheet in 2018 documenting the evidence base for violence prevention as an economic mobility strategy and also citing health inequities surrounding violence; and

WHEREAS, following on the successful work of the initial Lansing Invest Health Team (LIHT) Initiative, LIHT is continuing with their goal to implement equity impact investments and develop financeable environment projects focused on increasing health equity; and

WHEREAS, entering into an agreement with Cure Violence Global will familiarize ICHD with the Cure Violence Model while determining potential target areas, partnerships, workers, and potential program structure for future implementation; and

WHEREAS, the cost of this agreement totaling \$7,500 is funded partially by the Reinvestment Fund Invest Health Field Building grant initiative, and partially by the ICHD Health Equity and Social Justice project; and

WHEREAS, the Health Officer recommends approval of this agreement with Cure Violence Global for the purpose of a Cure Violence Assessment effective August 1, 2019 through June 30, 2020 in an amount not to exceed \$7,500.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes approval of an agreement with Cure Violence Global for the purpose of a Cure Violence Assessment effective August 1, 2019 through June 30, 2020 in an amount not to exceed \$7,500.

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

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

Agenda Item 4d

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 27, 2019
SUBJECT: Resolution to Enter into Agreement with Redhead Design Studio for Development of a Mass Media Campaign
For meeting agendas July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department wishes to enter into an agreement with Red-head Design Studio for the development of an HIV anti-stigma mass media campaign in an amount not to exceed \$34,000 effective August 1, 2019 through September 30, 2019. ICHD was awarded an HIV Care Coordination grant by the Michigan Department of Health and Human Services effective October 1, 2018-September 30, 2021. The state has agreed to allow ICHD to allocate up to \$38,800 of the Year 1 funding to the development of a campaign to reduce community-level HIV stigma and stigma experienced by people living with HIV.

ALTERNATIVES

ICHD issued a request for proposals (RFP) for this project and selected Redhead Design Studio based upon: capability and experience, work plan and timeline, and budget/relevance to scope of work.

FINANCIAL IMPACT

The amount of this agreement will not exceed \$34,000. These funds will come from the HIV Care Coordination grant.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives to “Expand programming to identify and address the prevalence of STDs in the community, particularly HIV/AIDS,” and “Secure funding for mass media campaign around education, prevention, and treatment of HIV and STIs,” respectively sections A.1(d) and B.1(b) of the Action Plan.

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing an agreement with Redhead Design Studio for the development of an HIV anti-stigma mass media campaign in an amount not to exceed \$34,000 effective August 1, 2019 through September 30, 2019.

TO: Linda Vail, Ingham County Health Officer
FROM: James Hudgins, Director of Purchasing
DATE: June 28, 2019
RE: Memorandum of Performance for RFP No. 145-19 HIV Anti-Stigma Campaign

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a contractual relationship in order to develop, test and execute a comprehensive HIV Anti-Stigma campaign.

The scope of work includes, but is not limited to, review of the initial baseline evaluation data provided by the Ingham County Health Department (ICHHD); develop and deliver key test messages and two rough campaign concepts; build a campaign concept based on focus group results; and, provide deliverables that may include short videos, billboard art, radio scripts, social media messages, and print items such as posters and postcards.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	18	11
Vendors responding	3	3

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

Vendor Name	Local Pref	Cost
Redhead Design Studio Inc.	Yes, Lansing	\$34,000.00
Motion Marketing & Media	Yes, Lansing	\$34,000.00
Edge Partnerships LLC	Yes, Lansing	\$34,000.00

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

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

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

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH REDHEAD DESIGN STUDIO FOR THE DEVELOPMENT OF A MASS MEDIA CAMPAIGN TO REDUCE HIV STIGMA

WHEREAS, the Michigan Department of Health and Human Services awarded a three-year HIV Care Coordination grant to the Ingham County Health Department (ICHD) which includes \$38,800 for the development of an anti-stigma campaign in fiscal year 2019 (Year 1); and

WHEREAS, HIV stigma in the community adversely affects people living with HIV (PLWH) and prevents engagement in services across the care continuum; and

WHEREAS, an effective strategy to reduce stigma is to increase positive attitudes towards PLWH with exposure to relatable PLWH; and

WHEREAS, ICHD seeks to decrease stigma, increase access to Ryan White Program services, and improve linkage and retention in medical care through a mass media campaign; and

WHEREAS, the Ryan White Senior Nurse Program Manager, the Health Communication Specialist, and the HIV/STI Prevention Coordinator will work with Redhead Design Studio to develop a mass media campaign; and

WHEREAS, the agreement with Redhead Design Studio will not exceed \$34,000, all of which will be funded by the HIV Care Coordination; and

WHEREAS, the Health Officer recommends authorization of an agreement between Redhead Design Studio and ICHD in an amount not to exceed \$34,000 effective August 1, 2019 to September 30, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with Redhead Design Studio for the development of a mass media campaign to reduce HIV stigma, in an amount not to exceed \$34,000 effective August 1, 2019 to September 30, 2019.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 27, 2019
SUBJECT: Resolution to Enter into Agreement with KAC Consulting, LLC for the Evaluation of a Mass Media Campaign
For meeting agendas of July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign. ICHD was awarded an HIV Care Coordination grant by the Michigan Department of Health and Human Services effective October 1, 2018-September 30, 2021. The state has agreed to allow ICHD to allocate approximately \$38,800 each year to support a campaign to reduce community-level HIV stigma and stigma experienced by people living with HIV. The campaign requires evaluation which includes establishing baseline stigma levels, ongoing data collection, annual evaluation, and a summative report.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The amount of this agreement will not exceed \$13,500 over the contract period. These funds will come from the HIV Care Coordination grant.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives to “Expand programming to identify and address the prevalence of STDs in the community, particularly HIV/AIDS,” and “Secure funding for mass media campaign around education, prevention, and treatment of HIV and STIs,” respectively sections A.1(d) and B.1(b) of the Action Plan.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approves entering into an agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH KAC CONSULTING, LLC FOR THE EVALUATION OF A MASS MEDIA CAMPAIGN

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign; and

WHEREAS, the Michigan Department of Health and Human Services awarded a three-year HIV Care Coordination grant to ICHD which includes approximately \$38,800 each year to support a mass media campaign; and

WHEREAS, HIV stigma in the community adversely affects people living with HIV (PLWH) and prevents engagement in services across the care continuum; and

WHEREAS, an effective strategy to reduce stigma is to increase positive attitudes towards PLWH with exposure to relatable PLWH; and

WHEREAS, ICHD seeks to decrease stigma, increase access to Ryan White Program services, and improve linkage and retention in medical care through a mass media campaign; and

WHEREAS, ICHD seeks to evaluate the campaign which includes establishing baseline stigma levels, ongoing data collection, annual evaluation, and a summative report; and

WHEREAS, the Ryan White Senior Nurse Program Manager, the Health Communication Specialist, and the HIV/STI Prevention Coordinator will work with KAC Consulting, LLC to evaluate the mass media campaign; and

WHEREAS, the agreement with KAC Consulting, LLC will not exceed \$13,500 over the project period, all of which will be funded by the HIV Care Coordination grant; and

WHEREAS, the Health Officer recommends authorization of an agreement between KAC Consulting, LLC and ICHD in an amount not to exceed \$13,500 for the period of August 1, 2019 to September 30, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with KAC Consulting, LLC for the development of a mass media campaign to reduce HIV stigma, in an amount not to exceed to exceed \$13,500 for the period of August 1, 2019 to September 30, 2021.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 27, 2019
SUBJECT: Resolution to Enter into Agreements with Various Vendors for a Medical Marihuana Public Education Campaign
For meeting agendas July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marihuana Act.

- Comcast- up to \$7,500
- Adams Outdoor- up to \$7,500
- MAB- up to \$6,000
- MLive- up to \$5,000
- NCM- up to \$3,800
- ScreenVision- up to \$2,850

ICHHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019. Public Act 2017 of 2018 section 901 directs funds appropriated for grants in the Michigan Medical Marihuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marihuana program. The grant proposal included a budget that allotted \$35,326 to be spent on advertising and printing.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Total advertising expenditures will not exceed \$35,326. These funds will come from the LARA grant (Account number: 01119).

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing agreements with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marihuana Act.

- Comcast- up to \$7,500
- Adams Outdoor- up to \$7,500
- MAB- up to \$6,000
- MLive- up to \$5,000
- NCM- up to \$3,800
- ScreenVision- up to \$2,850

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH VARIOUS VENDORS FOR A MEDICAL MARIHUANA PUBLIC EDUCATION CAMPAIGN

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marihuana Act.

- Comcast- up to \$7,500
- Adams Outdoor- up to \$7,500
- MAB- up to \$6,000
- MLive- up to \$5,000
- NCM- up to \$3,800
- ScreenVision- up to \$2,850; and

WHEREAS, State of Michigan Department of Licensing and Regulatory Affairs (LARA) recently awarded a grant to the ICHD for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019; and

WHEREAS, the approved grant budgets for the promotion of a public education campaign in the amount of \$35,326; and

WHEREAS, ICHD seeks to place paid advertisements to provide education regarding safe storage of marihuana, provide education on the dangers of driving while under the influence of marihuana, and increase the perception of risk for adolescent marijuana use; and

WHEREAS, the Health Officer recommends authorization of an agreement between Comcast and ICHD in an amount not to exceed \$7,500 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between Adams Outdoor and ICHD in an amount not to exceed \$7,500 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between MAB and ICHD in an amount not to exceed \$6,000 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between MLive and ICHD in an amount not to exceed \$5,000 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between NCM and ICHD in an amount not to exceed \$3,800 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between ScreenVision and ICHD in an amount not to exceed \$2,850 for the period of August 1, 2019 to September 15, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes grant agreements with the aforementioned vendors for the promotion of a public education campaign regarding the Michigan Medical Marihuana Act, in an amount not to exceed \$35,326 for the period of August 1, 2019 to September 15, 2019.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 27, 2019
SUBJECT: Resolution to Enter into Agreement with MVN (Motor Vehicle Network) for Michigan Medical Marihuana Education, Communication & Outreach
For meeting agendas July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with MVN for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800 for advertisement and public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives. ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019. Public Act 2017- 2018 section 901 directs funds appropriated for grants in the Michigan Medical Marihuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marihuana program. Focus group participants informing the campaign strongly suggested advertising at Michigan Secretary of State offices. MVN (Motor Vehicle Network) is the sole vendor and only offers one-year contracts. MVN allows the advertiser to change the video message frequently during the course of the contract. ICHD anticipates need for and the budget necessary to support the expenditure beyond the grant end date.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Expenditure will not exceed \$7,800. These funds will come from two sources: \$1,300 will come from the LARA grant and \$6,500 will come from the proposed FY 2020 general fund communications budget.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing an agreement with MVN for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800 for advertisement/public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives.

TERMS AND CONDITIONS

1. RNS Communications, Inc ("RNS") agrees to "air" the advertisements submitted to it by Client, subject to DMV's right of approval, in the locations on the Advertising Order Form. All advertisements will air on all "digital displays" located inside the agreed-upon DMV office(s). In the event DMV fails to approve or rejects Client's desired advertisement, or MVN rejects Client's desired advertisement, then this Agreement shall be immediately terminated without further obligation on the part of either Party, and funds paid by Client for ads which have not been aired, or other services which have not been performed, will be immediately refunded in full to Client by RNS.
2. Client acknowledges that: (i) RNS' Motor Vehicle Network ("MVN") is an advertising medium used for creating consumer awareness and brand identity and is a community service entertainment medium; (ii) the MVN is not a direct response medium; (iii) the MVN is a complement to Client's other advertising, similar to the way a national advertiser's billboard ad in a stadium enhances the national advertiser's brand name and national advertiser's media mix, and (iv) the MVN is not a medium that Client can track results like a direct response medium.
3. State officials and/or RNS may require advertisers to bid for advertising positions by sealed bid or another bidding procedure during the term hereof. In such an event, RNS shall notify Client and other advertiser(s), who shall have the right to participate in the bid process. If Client is not a successful bidder, RNS shall cancel this contract without any liability to Client, RNS, or the State.
4. RNS has the right to cancel any contracted advertising prior to the start date, during the course of the advertising schedule, at time of renewal of this contract at its sole discretion, at any time if RNS' contract with DMV is cancelled, if Advertiser becomes involved in an investigation, litigation with any government agency, or be subject to a highly published lawsuit.
5. The term of this contract shall be deemed automatically renewed for additional periods of twelve (12) months each on the same terms and conditions, unless canceled by Client in writing at least one (1) month prior to the expiration date or cancelled by RNS. The start date indicated on this Agreement is a target date, and the annual schedule begins the first day the ad appears in the selected DMV office(s). This date will be indicated on the first invoice.
6. Payments are to be made to RNS within thirty (30) days of receipt of invoice. A late charge of ten dollars (\$10) will be applicable, at RNS' discretion, to all payments received by RNS more than thirty (30) days after Client's receipt of invoice. RNS may cancel this Agreement if any payment due hereunder is not received within thirty (30) days of the Client's receipt of invoice. If Client pays by credit card and wants to cancel their recurring payment in order to pay by check or other form of payment, Client must notify RNS in writing at least 30 days prior to the payment charge date.
7. If Advertiser's balance is more than sixty (60) days past due, RNS reserves the right to discontinue any exclusivity granted to Advertiser and cancel the contract effective upon written notice to Advertiser, and the full balance of the remaining months of the contract, plus past debt and late charges, shall be due and payable in full. If Advertiser fails to provide RNS with initial advertising copy or to approve an advertisement within a reasonable time, such that RNS is unable to begin advertising for Advertiser, RNS reserves the right to discontinue any exclusivity granted to Advertiser and cancel the contract, effective upon written notice to Advertiser. In that event, Advertiser shall forfeit any prepaid fees, deposits, or other upfront funds paid to RNS Communications Inc. as liquidated damages. Should MVN be forced to cancel this Agreement for lack of payment by Advertiser and whereby Advertiser has received a free month of advertising and/or a discounted rate, Company will add back the value of the free month of advertising and the discounted rate to the final balance owed by Advertiser. RNS Communications, Inc. reserves the right to place a lien, and Advertiser hereby grants a lien, on Advertiser's assets, and signer of this Agreement's personal assets, for any amount owed RNS. If outstanding past debt and late charges are not paid in full, RNS reserves the right to report such debt to any applicable credit agencies. Advertiser and signer shall personally be responsible for all expenses associated with the collection of any outstanding balance, together with all costs, expenses, and attorney fees incurred by RNS in any action to collect any sum due hereunder.
8. No payment by Client of a lesser amount than is billed shall be deemed to be other than a partial payment, and no endorsement on a check or letter accompanying a check shall be deemed an accord and satisfaction, and RNS may accept any partial payment without prejudice to its right to recover the balance due.
9. If for any reason this contract must be canceled by Client before the renewal or expiration date, the outstanding balance – plus one hundred percent (100%) of the remaining term of the Agreement – shall be immediately due and payable as liquidated damages due to Client's default.
10. In the event of litigation, each Party will be entitled to its reasonable attorneys fees as part of its damages.
11. If this Agreement is signed by an agent for Client; (a) the agent represents that it has the authority to represent the Client and sign this contract on its behalf, and that the Client is willing and able to pay for the advertisements; (b) Client and agent are jointly and severally liable for all charges due hereunder regardless of, (i) to whom bills are sent, (ii) whether Client has signed this Agreement; and (iii) whether past payments have been made by Client or agent; (c) any sum received by agency from Client, which is based upon advertisements that have been aired, shall be received in trust and shall be held in trust for the benefit of Client and RNS until agency has transmitted the payment due to RNS. *To induce RNS to enter into this Agreement, the signer agrees to be held personally liable for all payments hereunder.*
12. Client shall indemnify, defend, and forever hold harmless RNS, its officers, directors, shareholders, employees, agents, and licensees from and against any and all damages, losses, expenses, claims, costs, and liabilities, including reasonable attorneys fees arising from or related or connected to: (i) all acts done or performed by Client, its agents, employees, licensees, contractors, or any person at the instruction of Client in connection with advertising with RNS or this Agreement; (ii) any claims made by Client in any advertisement, or by Client's inability or failure to fulfill its advertised obligations and commitments; (iii) all breaches by Client of any provision of this Agreement; (iv) any misrepresentation made by Client herein; and (v) all claims made based upon the content or language of any advertisement submitted by Client to RNS.
13. In the event RNS fails to air any advertisement, RNS shall have no liability other than to air the missed advertisement at another time, which is approved by and acceptable to Client, or not to bill Client or to refund any amount RNS had received by Client for commercials that failed to air. RNS does not commission nor provides audited reports of Client's run of schedule.
14. RNS may review any advertisement submitted to it, but is not responsible for content, correctness, or legality and takes no responsibility for same. Client is solely responsible for the correctness, content, and legality of its advertising.
15. The State and MVN have the right to approve or reject all advertising copy, however, Client acknowledges that the approval or rejection of advertising copy by the State does not constitute a representation or warranty by the State of the legality of such copy.
16. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns. A modification shall not relieve the Parties of their obligations to guarantee the prompt performance of and all the obligations hereunder. RNS may assign this Agreement to a third party without the written consent of Client. Pursuant to a merger, consolidation, or a sale of, substantially, all of a Client's assets and/or stock, such assignment or sale of assets shall bind the acquiring party to the fulfillment of this Agreement.
17. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the Parties shall have each executed one (1) counterpart.
18. The Parties hereto agree that electronic or facsimile signatures of this Agreement shall be binding and enforceable as original signatures.
19. No failure of RNS to exercise any of its rights hereunder shall be deemed a waiver thereof.
20. RNS has made no representations or warranties to Client other than as set forth in this Agreement.
21. The Parties shall, and thereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby. With respect to any matter for which a jury cannot be waived, the Parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.
22. The terms and conditions of this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Connecticut with regard to principals of conflicts of law. Any litigation arising hereunder or relating hereto shall only be brought in the courts of the State of Connecticut or the courts of the United States of America located in Connecticut, in either case, in Fairfield County. The Parties hereto consent to the jurisdiction of such courts; provided, however, notwithstanding the foregoing, that in the event RNS brings an action against Client under this Agreement and commences said action upon first impression within the territorial jurisdiction of Client, then the Parties shall be deemed to have waived their respective rights with respect to the venue provision contained herein. Said waiver shall not be construed in any manner to be a waiver of the choice of law provision contained herein.
23. This Agreement contains all the terms and conditions agreed upon by the Parties hereto with reference to the matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto, and all prior agreements and understanding are superseded hereby. This Agreement cannot be modified or changed, except by written instrument signed by all of the Parties hereto.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MVN (MOTOR VEHICLE NETWORK)

WHEREAS, Ingham County Health Department (ICHHD) wishes to enter into a grant agreement with Motor Vehicle Network (MVN) for advertisement and public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives effective August 1, 2019 through July 31, 2020, in an amount not to exceed \$7,800; and

WHEREAS, ICHHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019; and

WHEREAS, the approved grant budgets \$35,326 for advertising; and

WHEREAS, focus groups informing the creation of the campaign strongly suggested sharing messages with the general public at Michigan Secretary of State Offices; and

WHEREAS, MVN is the sole vendor for Secretary of State advertising and only has one-year contracts; and

WHEREAS, the content aired by MVN on Secretary of State video screens may be changed frequently; and

WHEREAS, ICHHD has many video messages that could be shared in fiscal year 2020 and anticipates sufficient communications budget to cover costs incurred beyond the grant period; and

WHEREAS, the Health Officer recommends entering into an agreement with MVN for advertisement and public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives effective August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with MVN for the video advertisements/public service announcements, in an amount not to exceed \$7,800 effective August 1, 2019 to July 31, 2020.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 20, 2019
SUBJECT: Agreement with Continental Canteen for Vending Machines at Forest Community Health Center
For the meeting agendas of July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and will renew automatically on an annual basis. The agreement will continue with one year automatic renewals. Continental Canteen has agreed to furnish, install, maintain, supply, and remove vending machines from FCHC and will pay ICHHD a commission rate of 5% on net sales from coffee, cold beverage, snacks, candy, gum, mints, and glass-front beverage items. Having the vending machines in the FCHC waiting area has shown to improve the overall patient experience.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

FCHC will receive a commission of 5% on net sales to be paid monthly. Payments will be delivered to the Ingham County Purchasing Department, 121 E. Maple St. Mason, MI 48854.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize approval to enter into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and will automatically renew on an annual basis.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO AN AGREEMENT WITH CONTINENTAL CANTEEN

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis; and

WHEREAS, the agreement will continue with one year automatic renewals; and

WHEREAS, Continental Canteen has agreed to furnish, install, maintain, supply, and remove vending machines from FCHC; and

WHEREAS, Continental Canteen will pay ICHD a commission rate of 5% on net sales from coffee, cold beverage, snacks, candy, gum, mints, and Glass Front Beverage items; and

WHEREAS, payments will be delivered to the Ingham County Purchasing Department, 121 E. Maple St. Mason, MI 48854; and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 12, 2019
SUBJECT: Authorization to Enter Into Agreement with Michigan State University College of Nursing for Pediatric Nurse Practitioner

For the meeting agendas of July 15, 2019 July 16, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020. The amount being paid is equivalent to salaries and benefits for a .20 FTE nurse practitioner. The contracted Pediatric NP will work up to one eight hour shift per week and deliver a scope of services and care to patients at the Willow Health center located at 306 W. Willow St. in Lansing MI 48906.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The financial impact will be a cost of \$31,467.32 and will be covered by billable services.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize approval to enter into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid no more than \$31,467.32 a year, effective September 1, 2019 through August 31, 2020.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH MICHIGAN STATE UNIVERSITY
COLLEGE OF NURSING FOR PEDIATRIC NURSE PRACTITIONER SERVICES**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020; and

WHEREAS, the amount being paid is equivalent to salaries and benefits for a .20 FTE nurse practitioner; and

WHEREAS, the contracted Pediatric NP will work up to one eight hour shift per week; and

WHEREAS, the NP will deliver a scope of services and care to patients at the Willow Health center located at 306 W. Willow St. in Lansing MI 48906; and

WHEREAS, the financial impact will be a cost of \$31,467.32 and will be covered by billable services; and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: May 29, 2019
SUBJECT: Agreement with Zoom Video Communications
For the meeting agendas of July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89. Telepsych is a psychiatric service with the goal of addressing an unmet need across the HIV care continuum. Zoom will support the Telepsych infrastructure in secure videoconferencing. The contract will auto-renew on an annual basis.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

A prorated cost of \$1,625.39 covers May 21, 2019 through November 7, 2019. The full 12 month cost is \$3,547.50 starting November 8, 2019 through November 7, 2020. The total initial cost comes to \$5,172.89 and will be funded through the HIV Care Coordination Grant.

STRATEGIC PLAN

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval to enter into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination, effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO AN AGREEMENT WITH ZOOM VIDEO COMMUNICATIONS

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89; and

WHEREAS, Telepsych is a psychiatric service with the goal of addressing an unmet need across the HIV care continuum; and

WHEREAS, Zoom will support the Telepsych infrastructure in secure videoconferencing; and

WHEREAS, the contract will auto-renew on an annual basis; and

WHEREAS, a prorated cost of \$1,625.39 covers May 21, 2019 through November 7, 2019; and

WHEREAS, the full 12 month cost is \$3,547.50 starting November 8, 2019 through November 7, 2020; and

WHEREAS, the total initial cost comes to \$5,172.89 and will be funded through the HIV Care Coordination Grant; and

WHEREAS, the Ingham Community Health Center Board and the Health Officer support entering into an agreement Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination, effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 20, 2019
SUBJECT: Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors

For the meeting agendas of July 15, 2019 and July 17, 2019

BACKGROUND

Ingham County Health Department (ICHD) wishes to extend the Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors (ICHC BOD) for one year effective July 1, 2019 through June 30, 2020. Through resolution #19-025, the Cooperative Operational Agreement (OPA) between the Ingham County Board of Commissioners and the ICHC BOD was extended through June 30, 2019. As a Health Center Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), ICHD is required by section 330 of the Public Health Services (PHS) Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center. As a public entity, ICHD fulfills this requirement with a co-applicant board, the ICHC BOD. When two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood. The ICHC BOD must, at minimum, include the following:

- Hold monthly Meetings
- Reach approval of the health center grant application and budget
- Oversee selection, performance evaluation and any dismissal of the health center Executive Director
- Select services to be provided and health center hours of operations
- Measures and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance
- Establish general policies for the health center

In order to maintain compliance as a HRSA grantee, an updated agreement must be established.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

There is no financial impact.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective July 1, 2019 through June 30, 2020.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE EXTENDED COOPERATIVE OPERATIONAL AGREEMENT
WITH THE INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

WHEREAS, through resolution #19-025, the Cooperative Operational Agreement between the Ingham County Board of Commissioners and the Ingham Community Health Center (IHC) Board of Directors was extended through June 30, 2019; and

WHEREAS, as a Health Center Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), Ingham County Health Department (ICHD) is required by Section 330 of the Public Health Services (PHS) Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center; and

WHEREAS, as a public entity, ICHD fulfills this requirement with a co-applicant board, the Ingham County Community Health Center Board of Directors; and

WHEREAS, when two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood; and

WHEREAS, ICHD fulfills the requirement through a Cooperative Operational Agreement with the Community Health Center Board of Directors; and

WHEREAS, the IHC Board of Directors functions must, at a minimum, include the following:

- Hold monthly meetings;
- Reach approval of the health center grant application and budget;
- Oversee selection, performance evaluation, and any dismissal of the health center Executive Director;
- Select services to be provided and health center hours of operations;
- Measure and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance;
- Establish general policies for the health center; and

WHEREAS, in order to maintain compliance as a HRSA grantee, an updated agreement must be established; and

WHEREAS, the current Cooperative Operational Agreement ends June 30, 2019; and

WHEREAS, the IHC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

WHEREAS, the Bylaws of the ICHC Board of Directors were recently revised, and these revisions must also be approved and adopted by the Ingham County Board of Commissioners; and

WHEREAS, the ICHC Board of Directors recommends that the terms of the current Cooperative Operational Agreement be extended for the term of one year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension of the Cooperative Operational Agreement for one year, effective July 1, 2019 through June 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective July 1, 2019 through June 30, 2020.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approve the attached revised bylaws developed by the ICHC Board of Directors.

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

Approved for Signature 12/21/2017


Ingham County Clerk Barb Byrum
Filed per Contract Policy
Res. # 18-278 /Short Form
Clerk File # 173-18(a)

**INGHAM COMMUNITY HEALTH CENTER BOARD
BYLAWS**

**RECEIVED
SEP 18 2018
INGHAM COUNTY CLERK**

Ingham Community Health Center Board of Directors

Article I – Name

The name of this Board shall be the Ingham Community Health Center Board of Directors hereinafter “Community Health Center Board.”

Article II – Purpose

The Community Health Center Board will assist the Ingham County Board of Commissioners, hereinafter “Board of Commissioners” and the Ingham County Health Department, hereinafter “Health Department,” a department of Ingham County pursuant to MCL 333.2413, to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department. These services represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to primary care, dental care, Women’s Health services, including family planning, sexually transmitted infection prevention, diagnosis, and treatment, immunizations, behavioral health, care for the homeless, refugee care and care for persons with HIV. The Community Health Center Board, Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

The Community Health Center Board shall serve as a co-applicant for a grant application to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program under Section 330 of the Public Health Services Act for operation of a Federally Qualified Health Center. The Community Health Center Board shall monitor the Health Department’s implementation of the grant.

Article III – Mission and Objectives

A. Mission

Our mission is to attain the highest level of community wellness by empowering people to improve their health and well-being.

B. Objectives

1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an integrated primary care program with other community health resources, including ongoing public health services.
5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make certain public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations through a primary medical care model.

Article IV – Authority of Board of Commissioners

The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1851, MCL 46.1 et. seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County. MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law. MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community. MCL 333.2413.

The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant, for grants under Section 330 of the Public Health Services Act.

Article V – Size and Composition

A. Size

The Community Health Center Board shall consist of no less than nine (9) and no more than seventeen (17) members to maintain appropriate representation for the complexity of the Community Health Centers.

B. Composition

1. A majority of the Community Health Center Board members shall be individuals who are served by the Community Health Centers and who, as a group, represent the individuals being served in terms of demographic factors, such as race, ethnicity and gender, and geographic factors. Board members that have not utilized Community Health Center services within the past 24 months do not count toward the board composition requirement.
2. No more than one-half of the remaining members of the Community Health Center Board shall be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
3. The remaining Community Health Center Board members shall be representatives of the community, in which the catchment area is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns or social service agencies within the community. Geographic factors also to be considered.
4. No less than one (1), but no more than two (2), Community Health Center Board members shall be Ingham County Board of Commissioners' members.
5. No Community Health Center Board member shall be an employee of the Community Health Center or the spouse, child, parent, brother or sister by blood or marriage of such an employee. Board members shall not have been employees of the Health Center or Ingham County Health Department during the 12 months prior to appointment.
6. Conflicts of interest, as defined by Michigan law, or the appearance of conflicts of interest, shall be prohibited and shall be reviewed annually.
7. The Executive Director and Executive Assistant shall provide logistical and managerial assistance to the Community Health Center Board.

Article VI – Membership and Terms of Office

A. Community Health Center Board Appointments

On an as-needed basis, the Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center board for consideration and appointment. The Community Health Center Board shall solicit nominations from the community serviced by the Community Health Centers, community organizations, and health organizations. The Board of Commissioners shall make appointments from the slate of nominees recommended by the Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members and members-at-large as set out in Article V above.

B. Terms of Office

Members shall be appointed for terms of two (2) years and shall serve until his/her successor is appointed and qualified. Members will serve no more than three (3) consecutive full terms of office unless suitable new members cannot be identified to allow the Board to remain in compliance with composition requirements.

C. Removal

Any member of the Community Health Center Board may be removed for just cause upon 2/3 vote of the Community Health Center Board after notice and an opportunity to be heard. Just cause includes but is not limited to unexcused absence from three consecutive Community Health Center Board meetings, or the failure to attend 75% of the regular meetings in any calendar year. An unexcused absence is defined as an absence of which designated staff was not notified in advance of the meeting.

D. Vacancies and Resignations

Any vacancies occurring on the Community Health Center Board shall be filled in the same manner as Community Health Center Board appointments are made. In the process of filling vacancies, the Community Health Board shall maintain the Community Health Center Board's composition of consumer members and members-at-large and maintain the minimum number of members requirement. Any Community Health Center Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

All resignations must be submitted to the Community Health Center Board Chairperson thirty (30) days prior to the effective date, if possible, in accordance with the established Submission of Resignation policy set forth by the Community Health Center Board.

E. Compensation

Members of the Community Health Center Board shall serve without compensation for membership. Members may be provided with compensation for actual expenses related to transportation, childcare or other assistance as the board sees fit to support attendance at a Community Health Center Committee or Board meetings and other official business requested by the Community Health Center Board. The Health Center Board will maintain a policy outlining the acceptable types of reimbursement and approvals required.

Article VII – Meetings and Voting

A. Annual Meeting

The annual meeting of the Community Health Center Board shall be held in October at a place to be decided by the Community Health Center Board.

B. Regular and Special Meetings

Regular meetings of the Community Health Center Board shall be held monthly at a time and place to be decided by the Community Health Center Board. All regular meetings of the Community Health Center Board shall be conducted according to the Michigan Open Meetings Act (P.A. 267 of 1976.) The agenda of each meeting will be distributed to the members no later than two (2) business days prior to each meeting. The agenda may be modified by a majority vote of the members present at the meeting.

Special meetings may be called by the Chairperson or by four (4) members of the Community Health Center Board, at such a time and place as may be deemed necessary. All special meetings shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

C. Notice of Special Meetings

Community Health Center Board members shall be notified of the time, place, and purpose of all special meetings of the Community Health Center Board at least two (2) days prior by e-mail, US mail, text or electronic communication or hand delivery in person. Notices of special meetings of the Community Health Center Board shall specify the business to be transacted at the special meeting and no other business except that specified shall be considered at the special meeting.

D. Quorum

A majority (51%) of the Community Health Center Board members appointed and serving shall constitute a quorum for the transaction of business. Committee meetings shall hold different requirements as actions are recommendations to the full Community Health Center Board as set forth in the Guidelines for Ingham County Advisory Boards and Commissions. Community Health Center Board Members may participate by telephone or other technology that allows for immediate two way communication but will not be counted as present for the quorum.

E. Voting

All questions shall be decided by majority vote of the Community Health Center Board members present and voting except as may be provided by statute or these Bylaws.

Article VIII – Officers and Staff Assistance

A. Officers

The officers of the Community Health Center Board shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election and Terms of Office

The officers shall be elected by the Community Health Center Board during the annual meeting and shall take office immediately thereafter. Terms of office shall be for one (1) year or until their successors are elected. Officers shall be elected at the first meeting of the Community Health Center Board and shall serve until the first annual meeting thereafter.

C. Removal

Any officer elected by the Community Health Center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

D. Vacancy

The unexpired term of an officer not completing his or her term shall be filled by a majority vote of the Community Health Center Board at the next regular meeting after the vacancy or at a special meeting called for that purpose. A majority vote of the total Community Health Center Board membership shall be necessary to elect and officer.

E. Chairperson

The Chairperson shall be elected by a majority of the Community Health Center Board membership and shall preside at all meetings of the Community Health Center Board.

F. Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson, shall chair either the Membership, Finance or Quality Committees and shall perform such other duties as from time to time may be assigned by the Community Health Center Board.

G. Secretary

The Secretary shall work with the CHC staff and be responsible for initial review of the draft minutes provided by staff. The Secretary shall perform other duties as assigned by the Community Health Center Board.

H. Executive Director

The Executive Director shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Bureau of Primary Care, Health Center Program expectations and Ingham County personnel policies.

I. Staff Assistance

The Executive Director shall ensure that secretarial assistance for purposes of recording, distributing, and storing minutes in accordance with the Meeting Minutes Guideline policy is provided. Also, Community Health Center or Ingham County staff assistance, if appropriate, shall be provided to the Community Health Center Board and committee meetings and to the Chairperson in the performance of his/her Community Health Center Board authorized duties, as reasonably requested.

Article IX – Committees

A. Ad-Hoc Committees

The Community Health Center Board may establish ad-hoc committees as it deems necessary to carry out the purpose and objectives of the Community Health Center. The Chairperson, with the consent of a majority of Community Health Center Board members, shall assign Community Health Center Board members to these committees. Non-Community Health Center Board members may also serve on ad-hoc committees. Ad-hoc committees shall be advisory in nature. An annual ad-hoc committee may be established for the purpose of the annual Executive Director evaluation.

B. Standing Committees

The Chairperson of the Community Health Center Board shall, from among Community Health Center Board members, assign the following standing committees and appoint chairpersons for each committee (except Executive Committee, where the Board Chairperson shall serve as chair and VOA Clinic Committee which will be selected as described below):

Executive Committee:

The Executive Committee shall be comprised of the Community Health Center Chairperson (who shall serve as chair or designate a chair in his/her absence) and the Chairpersons of the Finance, Quality, and Membership Committees (totaling four (4) members). The Executive Committee shall, through the Board's intent, provide strategic direction for the Community Health Center board and align communication among board committees. It shall also act for the Board between regularly scheduled meetings. Any and all actions conducted on behalf of the Board by the Executive Committee must have approval from a majority of present Executive Committee members assuming quorum (greater than 50% of committee members present). It shall be responsible for monitoring policy matters affecting the Community Health Center Network and its patients at the local, state, and federal levels. It shall also delegate tasks to other committees when appropriate. Finally, it shall oversee the annual evaluation of the Community Health Center Executive Director and lead the search process and seek input from board members when a Community Health Center Executive Director vacancy arises (this may be tasked to an ad-hoc committee).

Items approved by the Executive Committee not formally delegated to the committee by the Health Center Board must be submitted to the full Board at their next regularly scheduled meeting for approval. Items approved by the Executive Committee and not approved by the Board of Directors will be reversed to the extent legally and physically possible.

Finance Committee:

The Finance Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall develop the recommended Community Health Center budget. The Community Health Center Board and the Board of Commissioners must jointly approve the budget. This committee shall also develop the strategic plan to align financial/operational goals with the County to the greatest extent possible, monitor financial/operational outcomes, and present new or revised financial/operational policies needed to ensure financial solvency of the Community Health Center.

Quality Committee:

The Quality Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for establishing all Community Health Center policies and procedures, except for personnel and fiscal policies and procedures (which are retained by the Board of Commissioners). This committee recommends the approval of the annual quality assurance/quality improvement plan to the full Community Health Center Board, and monitors the plan's implementation and results. This committee shall also provide and evaluate patient satisfaction and ensure that Community Health Center operations promotes patient centered care and meets patient needs.

Membership Committee:

The Membership Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for the recruitment of new Community Health Center Board members in accordance with established Community Health Center Board policies and maintaining size and composition requirements per the Community Health Center Board Bylaws. This committee shall also be responsible for the training and orientation of new Community Health Center Board members, including the development of annual board member training schedule. This committee shall also be assigned with preparing a slate of nominees for election of officers at the annual meeting. Finally, this committee shall develop and maintain the board member manual, which shall at a minimum, contain detail Bylaws and board member responsibilities.

VOA Clinic Committee:

The VOA Clinic Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall make recommendations on VOA Clinic operations and may also recommend additional opportunities for charity care. The chair of the VOA Clinic Committee shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow") for the duration that the Transfer Agreement for the VOA Clinic, entered into by Sparrow and the County of Ingham, is in effect.

The functions of the standing committees are advisory in nature, with the exception of the Executive Committee, who may act on behalf of the Board between regularly scheduled Board meetings in circumstances requiring board action. Except for the aforementioned situation necessitating action by the Executive Committee, the Community Health Center Board must approve any action or decision. The Executive Director, or designee, shall be a non-voting member of all committees. In accordance with program requirements, committees shall meet as needed to accomplish monthly objectives as presented in the annual work plan. Committees are encouraged to meet in person, but can meet virtually when functioning in an advisory capacity only (e.g., telephone conference, video conference, etc.) at the discretion of the committee chair.

C. General Committee Procedures

1. *Term:* Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.
2. *Meeting Procedure:* Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee members. At the first meeting of a standing committee, a regular meeting schedule shall be

established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by acknowledged e-mail, US Mail, text or electronic communication or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. **Membership:** Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the VOA Clinic as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.
4. **Voting:** When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board.

Article X – Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

The Community Health Center Board, through its Cooperative Operational Agreement, shall be bound by the Ingham County personnel policies and procedures, including all collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. These agreements and policies include selection and dismissal procedures, performance appraisal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity and non-discrimination practices as established by the Board of Commissioners.

B. Executive Director

The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Executive Director shall be an employee of Ingham County.

The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Bureau of Primary Care, Health Center Program expectations and Ingham County personnel policies.

C. Financial Management

The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board Finance Committee. The Community Health Center Board shall advise the Board of Commissioner's regarding this budget. The Community Health Center Board shall review and approve the Section 330 grant application and the annual Section 330 grant budget and recommend this budget to the Board of

Commissioners after review and recommendation by the Community Health Center Finance Committee, at the time set forth in Article IX B.1. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 grant budget submitted to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program shall operate within the adopted budget. As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for the services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on patient/family income.

Audits, as required by law for the 330 grant agreement shall be performed by an independent auditor. The audits may be performed in conjunction with other Ingham County audits.

D. Evaluate Community Health Center Activities

The Community Health Center Board shall evaluate utilization patterns, productivity, patient satisfaction, achievement of project objectives of the Community Health Centers, and shall review patient complaint trends or concerns unresolved at a staff level.

E. Compliance with Laws

The Community Health Center Board shall assure that the Community Health Centers are operated in compliance with applicable Federal, State, and local laws and regulations.

F. Health Care Policy

The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope, availability and types of services, location and hours of services, and quality of care audit procedures. The recommended policies will assist the Health Department and the Board of Commissioners to implement the objectives set out in Article III of these Bylaws.

G. Grants

The Community Health Center Board shall work with the Health Department and the Board of Commissioners to identify and make application for grant opportunities.

H. Conflict of Interest

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee officer or agent or any member of his or her immediate family, his or her partner of an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents or the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or

the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers or agents of the recipients.

Article XI – Fiscal Year

The fiscal year of the Community Health Center Board shall be from October 1 through September 30

Article XII - Order of Business

The order of business of the Community Health Center Board shall be set by Board Chair and comply with *Mason's Manual of Legislative Procedure*.

Article XIII – Amendments

These Bylaws may be amended at a regular meeting of the Community Health Center Board by a two-thirds (2/3) vote of the entire membership of the Community Health Center Board, only after the proposed change has been presented and discussed at a previous regular meeting. Amendments to the Bylaws do not become effective until ratified by the Board of Commissioners, and signed and dated by the Community Health Center Board Chairperson, Executive Director for the Ingham Community Health Centers, and the Board of Commissioners' Chairperson.

Article XIV – Proxy

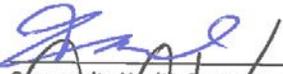
An absent Community Health Center Board member shall not be allowed to vote by proxy.

Article XV – Parliamentary Authority

The Parliamentary Authority of the Community Health Center Board shall be the *Mason's Manual of Legislative Procedure*.

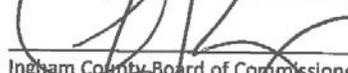
Conclusion

To the extent that any of the Community Health Center Board Bylaws are contrary to the statutory requirements or Board of Commissioner's authorization, they shall be of no force or effect.



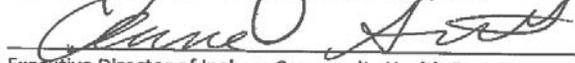
Community Health Center Board Chairperson

8/30/18
Date



Ingham County Board of Commissioner's Chairperson

09-17-18
Date



Executive Director of Ingham Community Health Centers

8/30/18
Date

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: 

Mattis D. Nordfjord

Ingham County Clerk Barb Byrum
Filed per Contract Rolley
Res. # 18-278 /Short Form
Clerk File # 173-18

COOPERATIVE OPERATIONAL AGREEMENT

THIS AGREEMENT is entered into effective January 1, 2018, by the INGHAM COUNTY BOARD OF COMMISSIONERS ("Board of Commissioners"), the INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS ("Community Health Center Board"), and the INGHAM COUNTY HEALTH DEPARTMENT ("Health Department") to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department.

WHEREAS, the Board of Commissioners is empowered by Public Act 368 of 1978 to establish a "county health department to protect and promote the health" of county residents; and

WHEREAS, the Community Health Center Board was established with the purpose of monitoring the Health Department's implementation of the grant in Ingham County; and

WHEREAS, the Board of Commissioners desires to make application with the Community Health Center Board for a Section 330 of the Public Health Service Act (42 U.S.C. 254c et seq. as now or hereafter amended) Grant, if applicable, for operating a Federally Qualified Health Center from the U.S. Department of Health and Human Services, Health Resources and Services Administration, Federal Bureau of Primary Health Care ("HHS" or "granting authority"); and

WHEREAS, the Board of Commissioners also desires to make application with the Community Health Center Board for operation of a Federally Qualified Health Center Look-Alike Entity; and

WHEREAS, pursuant to such funding by the HHS, the Board of Commissioners and the Community Health Center Board must set forth the responsibilities of each party; and

WHEREAS, the Board of Commissioners wishes to give support to the Community Health Center Board, and recognizes the powers, privileges, and functions of each party as contained herein.

NOW THEREFORE, the Board of Commissioners, the Community Health Center Board and the Health Department hereby agree:

RECEIVED (1)
AUG 09 2018
INGHAM COUNTY CLERK

Community Health Center Board Purpose: The Community Health Center Board shall monitor the Health Department's implementation of the Section 330 grant and a Federally Qualified Health Center Look-Alike Entity and the operation of the network of Community Health Centers operated by the Health Department in accordance with the terms of this Agreement and the Bylaws as adopted by the Board of Commissioners and the Community Health Center Board. The Bylaws are incorporated herein by reference and attached as Exhibit A. The Community Health Center Board will assist the Board of Commissioners and the Health Department to implement health services for Ingham County residents through a network of Community Health Centers operated by the Health Department. These services shall represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to categorical public health programs and services,

including family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations. The Community Health Center Board, the Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

- (2) **Community Health Center Board Appointments:** The Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center Board to the Board of Commissioners for consideration and appointment. Both the Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members, provider members, and consumers-at-large as set out in the Board Composition section of the Community Health Center Board Bylaws and required by Section 330 of the Public Health Services Act policies and guidelines. In the process of preparing a slate of nominees to recommend to the Board of Commissioners for consideration, the Community Health Center Board shall solicit nominations from the community serviced by the centers, community organizations, and health organizations.
- (3) **Joint Application:** The Board of Commissioners and the Community Health Center Board will take such actions as are required to make application for grants under Section 330 of the Public Health Services Act and application for Federally Qualified Health Center Look- Alike status. The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant.
- (4) **Operation of the Center:**
 - a. The Community Health Center Board will work with the Board of Commissioners and the Health Department to assure that the Community Health Centers are operated in accordance with the terms and conditions of the HHS Notice of Grant Award and any modifications thereof, and specifically in accordance with the requirements of 42 CFR Part 51c subpart C and with the Federally Qualified Health Center Look-Alike Entity requirements.
 - b. All Community Health Center personnel shall be employees of Ingham County and shall be bound by all Ingham County policies and procedures, including personnel policies and procedures as set forth in Paragraph (6), below. Ingham County shall be responsible for the payment of wages, fringe benefits, workers' compensation, and unemployment compensation for Community Health Center personnel.
 - c. Title to all assets obtained with Section 330 grant funds shall be vested in Ingham County for the use and benefit of the Community Health Centers which will be managed through an established enterprise fund.

- d. The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope and availability and types of services, location and hours of services, and quality of care audit procedures, as are consistent with the grant application, Notice of Grant Award, applicable Federal, state and local regulations, and related Board of Commissioners' directives.
 - e. Section 330 grant funds shall be disbursed by the Health Department in accordance with the federally approved budget. No disbursement shall be made other than as set forth in the budget without review and approval by the Community Health Center Board and the Board of Commissioners. The parties understand and agree that the Section 330 funds shall be used solely for the purposes allowed by the grant agreement. Any Section 330 grant funds remaining after the end of the fiscal year shall be disbursed at the direction of the granting authority.
 - f. The Community Health Center Board shall make its records available for inspection at all reasonable times upon request of the Board of Commissioners or its duly authorized agent or representative. Community Health Center Board minutes shall be publicly available at the Board of Commissioners office and posted online.
- (5) **Executive Director:** The Health Department's Deputy Health Officer/Executive Director Community Health Care Services shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint and/or reappoint a person to the position of Executive Director, with the concurrence of the Ingham County Health Officer, in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Federal Bureau of Primary Health Care Program expectations and Ingham County personnel policies.
- (6) **Personnel Policies:** Personnel policies and procedures of the Community Health Centers shall be those adopted by the Board of Commissioners for Ingham County employees, and shall include applicable collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. The Community Health Center Board may make recommendations to the Board of Commissioners regarding the terms and conditions of those agreements as might benefit the operation of the Community Health Centers.
- (7) **Budgeting, Travel, Purchasing, Information Technology Policies:** Budget, Travel, Purchasing & Information Technology policies and procedures of the Community Health Center shall be those adopted by the Board of Commissioners. The Community Health Center Board may make recommendations to the Board of Commissioners regarding any policy as might benefit the operation of the Community

Health Center. In the case of implementation of county policies which may inhibit Community Health Center functioning in accordance with grant requirements, the Community Health Center may request appeal of such policies (e.g., out of state travel prohibition).

- (8) **Financial Reports and Audits:** The Health Department staff shall be responsible for maintaining such financial records and making such reports as are required by HHS in the administration of the Section 330 grant and a Federally Qualified Health Center Look-Alike Entity. The Health Department staff shall provide the Community Health Center Board and the Board of Commissioners with copies of all reports filed with any government agency.

Audits, as required by law for the 330 grant agreement and for Federally Qualified Health Center Look-Alike entities, shall be performed by an independent auditor. The audits may be performed in conjunction with other Ingham County audits. The Community Health Center Board shall ensure access to all financial records and documents necessary for the audits to be performed.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the Federal Bureau of Primary Care that the Community Health Centers shall operate within the adopted budget. The Health Department staff shall regularly report to the Community Health Center Board (or appropriate committee) of the financial performance of the Community Health Centers to allow the Community Health Center Board to verify compliance with grant requirements and budgets and to evaluate the overall financial and quality performance of the Community Health Centers.

- (9) **Strategic Plan and Budget:** The Executive Director and the Health Department's Chief Financial Officer shall prepare a budget and strategic plan for each fiscal year, in accordance with Ingham County policies and procedures. The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board. The Community Health Center Board shall advise the Board of Commissioners regarding this budget. The Community Health Center Board shall review and approve the annual budget, inclusive of section 330 grant funds, and recommend this budget to the Board of Commissioners, after review and recommendation by the Community Health Center Board. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 budget submitted to the Federal Bureau of Primary Health Care. The Community Health Center Board shall review and approve any budget requirements to maintain the Federally Qualified Health Center Look-Alike status and recommend such budget to the Board of Commissioners, after review and recommendation by the Community Health Center Board.

- (10) **Annual Budget Adoption:** Ingham County has established an enterprise fund (Community Health Center Network Fund/511 Fund) to record all of the financial

activity of the Community Health Centers. This enterprise fund operates in a manner similar to private business, in this case, incorporating all revenues earned, costs incurred and/or net income related to the operation of the Community Health Center. This Enterprise Fund shall be specifically referenced in the annual County General Appropriations resolution, addressing, at a minimum, any exceptions to County policies required for the effective and efficient operation of the Community Health Centers and administration of the HHS grants, Michigan Department of Health and Human Services school-based health centers grants, and other grants included in the annual budget.

- (11) **Amendments to the Budget:** Ingham County Budget policies and procedures will be utilized for all amendments to the jointly adopted Community Health Centers' budget. The current policy provides for limited budget amendments via administrative approval. Amendments requiring approval of the full Board of Commissioners shall also require approval of the Community Health Center Board. Community Health Center Board approval shall either be obtained prior to the submission of the adjustment to the Board of Commissioners or the action of the Board of Commissioners shall be contingent upon the concurrence of the Community Health Center Board.
- (12) **Fee Schedule Policy:** As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on the patient/family income. The Board of Commissioners shall enact a fee schedule and discounting policies (i.e. sliding fee scale), in accordance with the authority provided in the Michigan Public Health Code, MCL 333.2444.
- (13) **Quality Assurance:** The Community Health Center Board shall work with the Board of Commissioners and the Health Department to ensure that a system and process is in place to assure quality primary care services in the Community Health Centers. The Community Health Center Board shall oversee a program of quality improvement/quality assurance directed at assuring the high quality primary care services delivered to the public and the legal and contractual compliance of the operation of the Community Health Centers.
- (14) **Grievance Procedure:** The Community Health Center Board shall adopt procedures for resolving patient grievances.
- (15) **Agreement Period and Termination:** The services to be provided by the Community Health Center Board shall become effective and performance thereon shall commence on the 1st day of January, 2018, and shall continue in effect through the 31st day of December, 2018, at which time this Agreement expires, unless terminated earlier by the parties.

Notwithstanding any other provision in this Agreement to the contrary, if the Community Health Center Board and the Board of Commissioners no longer receive funding under Section 330 of the Public Health Services Act or any successor to the substitute Act(s), this Agreement shall terminate.

Any party may terminate this Agreement upon sixty (60) days written notice to the other parties. Notice shall be provided as set forth in Paragraph 20. A copy of any notice of termination shall be provided to the HHS as the granting authority.

- (16) **Sole Agreement:** This Agreement and the attached Bylaws contain the entire Agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.
- (17) **Disputes:** The Community Health Center Board and the Board of Commissioners will use their best efforts to carry out the terms of this Agreement in a spirit of cooperation and will resolve by negotiation any disputes occurring hereunder.
- (18) **Modifications of Agreement:** Modifications, amendments or waivers of any provision of this Agreement may be made only by written mutual consent of the parties, signed by their duly authorized representatives.
- (19) **Nondiscrimination:** The parties shall adhere to all applicable Federal, state and local laws and regulations prohibiting discrimination. The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs, or disabilities which are unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
- (20) **Confidentiality and Health Insurance Portability and Accountability Act:** All personal health information assembled, obtained, constructed, or prepared pursuant to or as a consequence of this Agreement or the Section 330 grant are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is pertinent to the services that the Community Health Centers provide, the Community Health Center Board assures that it is in compliance with the HIPAA requirements.
- (21) **Assignment:** The Board of Commissioners and the Community Health Center Board shall not assign or transfer any of its rights or obligations under this Agreement unless previously agreed to in writing by the granting authority.
- (22) **Applicable Law:** This Agreement shall be construed in accordance with laws of the State of Michigan.

- (23) **Notice:** Any notice provided for hereunder shall be in writing and shall be deemed given by (I) personal delivery upon written receipt of the party to whom it is addressed or (II) upon its deposit in the United States Mail, first class postage prepaid and addressed,

If to the Board of Commissioners:
Chairperson
Ingham County Board of Commissioners
P.O. Box 319
Mason, Michigan 48854

If to the Community Health Center Board:
Chairperson
Ingham Community Health Center Board
5656 South Cedar Street
Lansing, MI 48911

If to the Ingham County Health Department:
Health Officer
P. O. Box 30161
Lansing, Michigan 48909

If to the Granting Authority:
Associate Administrator for Primary Health Care
Health Resources and Services Administration
5600 Fishers Lane
Rockville, MD 20857

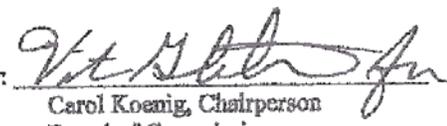
- (24) **Waiver of Breach:** Waiver, by any party to this Agreement, of any breach of any provision hereof by any other party shall not operate or be construed as a waiver by such party of any subsequent breach, whether such breach shall be of the same provision or different provision.
- (25) **Severability:** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- (26) **Disregarding Titles:** The titles of the sections contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.
- (27) **Review of Co-Applicant Agreement:** The Community Health Center Board, Board of Commissioners, and Health Department will meet minimally once each year to ensure the terms of this agreement are being met and to identify any needed resources.

- (28) **Benefit and Binding Effect:** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, heirs, successors and assigns.
- (29) **Certification of Authority to Sign Agreement:** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF INGHAM

Date 8-8-18 By: 
 Carol Koenig, Chairperson
 Board of Commissioners

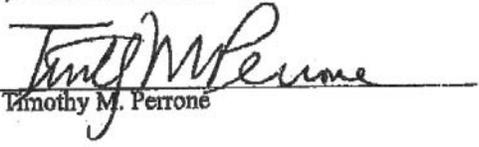
INGHAM COUNTY COMMUNITY HEALTH CENTER BOARD

Date July 26, 2018 By: 
 Todd Heywood, Chairperson
 Community Health Center Board

INGHAM COUNTY HEALTH DEPARTMENT

Date July 25, 2018 By: 
 Linda Vail, Health Officer
 Health Department

**APPROVED AS TO FORM FOR COUNTY OF INGHAM
 COHL, STOKER & TOSKEY, P.C.**

By: 
 Timothy M. Perrone

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EXHIBIT A

**INGHAM COMMUNITY HEALTH CENTER BOARD
BYLAWS**

Ingham Community Health Center Board of Directors

Article I – Name

The name of this Board shall be the Ingham Community Health Center Board of Directors hereinafter “Community Health Center Board.”

Article II – Purpose

The Community Health Center Board will assist the Ingham County Board of Commissioners, hereinafter “Board of Commissioners” and the Ingham County Health Department, hereinafter “Health Department,” a department of Ingham County pursuant to MCL 333.2413, to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department. These services represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to categorical public health programs and services, including family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations. The Community Health Center Board, Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

The Community Health Center Board shall participate in the planning of and serve as a co-applicant for a grant application to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Federal Bureau of Primary Health Care, under Section 330 of the Public Health Services Act for operation of a Federally Qualified Health Center and for operation of a Federally Qualified Health Center Look-Alike Entity. The Community Health Center Board shall monitor the Health Department’s implementation of the grant.

Article III – Mission and Objectives

A. Mission

Our mission is to attain the highest level of community wellness by empowering people to improve their health and well-being.

B. Objectives

1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an integrated primary care program with other community health resources, including ongoing public health services.
5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make categorical public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations.

Article IV – Authority of Board of Commissioners

The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1851, MCL 46.1 et. seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County. MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law. MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community. MCL 333.2413.

The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant, for grants under Section 330 of the Public Health Services Act.

Article V – Size and Composition

A. Size

The Community Health Center Board shall consist of no less than nine (9) and no more than fifteen (15) members to maintain appropriate representation for the complexity of the Community Health Centers.

B. Composition

1. A majority of the Community Health Center Board members shall be individuals who are or will be served by the Community Health Centers and who, as a group, represent the individuals being served or to be served in terms of demographic factors, such as race, ethnicity and gender, and geographic factors.
2. The Community Health Center Board Chairperson or Vice-Chairperson shall be individuals who are served by the Community Health Center.
3. No more than one-half of the remaining members of the Community Health Center Board shall be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
4. The remaining Community Health Center Board members shall be representatives of the community in which the catchment area is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns or social service agencies within the community. Geographic factors also to be considered.
5. No less than one (1), but no more than two (2), Community Health Center Board members shall be Board of Commissioners' members.
6. No Community Health Center Board member shall be an employee of the Community Health Center or the spouse, child, parent, brother or sister by blood or marriage of such an employee.
7. Conflicts of interest, as defined by Michigan law, or the appearance of conflicts of interest, shall be prohibited and shall be reviewed annually.
8. The Executive Director shall provide logistical and managerial assistance to the Community Health Center Board.

Article VI – Membership and Terms of Office

A. Community Health Center Board Appointments

On an as-needed basis, the Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center board for consideration and appointment. The Community Health Center Board shall solicit nominations from the community serviced by the Community Health Centers, community organizations, and health organizations. The Board of Commissioners shall make appointments from the slate of nominees recommended by the Community Health Center Board. The Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members, provider members, and consumers-at-large as set out in Article V above.

B. Terms of Office

Members shall be appointed for terms of two (2) years and shall serve until his/her successor is appointed and qualified. Members will serve no more than three (3) consecutive full terms of office.

C. Removal

Any member of the Community Health Center Board may be removed for just cause upon 2/3 vote of the Community Health Center Board after notice and an opportunity to be heard. Just cause includes but is not limited to unexcused absence from three consecutive Community Health Center Board meetings, or the failure to attend 75% of the regular meetings in any calendar year. An unexcused absence is defined as an absence of which designated staff was not notified in advance of the meeting.

D. Vacancies and Resignations

Any vacancies occurring on the Community Health Center Board shall be filled in the same manner as Community Health Center Board appointments are made. In the process of filling vacancies, the Community Health Board shall maintain the Community Health Center Board's composition of consumer members, provider members, and consumers-at-large and maintain the minimum number of members requirement. Any Community Health Center Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

All resignations must be submitted to the Community Health Center Board Chairperson thirty (30) days prior to the effective date, if possible, in accordance with the established Submission of Resignation policy set forth by the Community Health Center Board.

E. Compensation

Members of the Community Health Center Board shall serve without compensation for membership. Members will be provided with a gas or bus card of a designated amount to cover transportation to and from monthly committee and monthly Community Health Center Board meetings. Requirements to receive this transportation assistance will follow the established Expense Reimbursement policy. Members may be reimbursed for reasonable expenses, such as transportation or parking for attendance at trainings, actually incurred related to their service on the Community Health Center Board. Authorization is required before expenses are incurred.

Article VII – Meetings and Voting

A. Annual Meeting

The annual meeting of the Community Health Center Board shall be held in October at a place to be decided by the Community Health Center Board.

B. Regular and Special Meetings

Regular meetings of the Community Health Center Board shall be held monthly at a time and place to be decided by the Community Health Center Board. All regular meetings of the Community Health Center Board shall be conducted according to the Michigan Open Meetings Act (P.A. 267 of 1976.) The agenda of each meeting will be distributed to the members no later than two (2) business days prior to each meeting. The agenda may be modified by a majority vote of the members present at the meeting.

Special meetings may be called by the Chairperson or by four (4) members of the Community Health Center Board, at such a time and place as may be deemed necessary. All special meetings shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

C. Notice of Special Meetings

Community Health Center Board members shall be notified of the time, place, and purpose of all special meetings of the Community Health Center Board at least two (2) days prior by facsimile, correspondence or hand delivery in person. Notices of special meetings of the Community Health Center Board shall specify the business to be transacted at the special meeting and no other business except that specified shall be considered at the special meeting.

D. Quorum

A majority (51%) of the Community Health Center Board members appointed and serving shall constitute a quorum for the transaction of business. Committee meetings shall hold different requirements as actions are recommendations to the full Community Health Center Board as set forth in the Guidelines for Ingham County Advisory Boards and Commissions.

E. Voting

All questions shall be decided by majority vote of the Community Health Center Board members present and voting except as may be provided by statute or these Bylaws.

Article VIII – Officers and Staff Assistance

A. Officers

The officers of the Community Health Center Board shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election and Terms of Office

The officers shall be elected by the Community Health Center Board during the annual meeting and shall take office immediately thereafter. Terms of office shall be for one (1) year or until their successors are elected. Officers shall be elected at the first meeting of the Community Health Center Board and shall serve until the first annual meeting thereafter.

C. Removal

Any officer elected by the Community Health Center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

D. Vacancy

The unexpired term of an officer not completing his or her term shall be filled by a majority vote of the Community Health Center Board at the next regular meeting after the vacancy or at a special meeting called for that purpose. A majority vote of the total Community Health Center Board membership shall be necessary to elect an officer.

E. Chairperson

The Chairperson shall be elected by a majority of the Community Health Center Board membership and shall preside at all meetings of the Community Health Center Board.

F. Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and shall perform such other duties as from time to time may be assigned by the Community Health Center Board.

G. Secretary

The Secretary shall keep the minutes of all meetings of the Community Health Center Board. The Secretary shall give notices of all meetings of the Community Health Center Board in accordance with the provisions of these Bylaws or as required by statute or resolution. The Secretary shall perform other duties as assigned by the Community Health Center Board.

H. Executive Director

The Executive Director shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Federal Bureau of Primary Health Care Program expectations and Ingham County personnel policies.

I. Staff Assistance

The Executive Director shall ensure that secretarial assistance for purposes of recording, distributing, and storing minutes in accordance with the Meeting Minutes Guideline policy is provided. Also, Community Health Center or Ingham County staff assistance, if appropriate, shall be provided to the Community Health Center Board and committee meetings and to the Chairperson in the performance of his/her Community Health Center Board authorized duties, as reasonably requested.

Article IX – Committees

A. Ad-Hoc Committees

The Community Health Center Board may establish ad-hoc committees as it deems necessary to carry out the purpose and objectives of the Community Health Center. The Chairperson, with the consent of a majority of Community Health Center Board members, shall assign Community Health Center Board members to these committees. Non-Community Health Center Board members may also serve on ad-hoc committees. Ad-hoc committees shall be advisory in nature. An annual ad-hoc committee may be established for the purpose of the annual Executive Director evaluation.

B. Standing Committees

The Chairperson of the Community Health Center Board shall, from among Community Health Center Board members, assign the following standing committees and appoint chairpersons for each committee (except Executive Committee, where the Board Chairperson shall serve as chair, and the chair of the VOA Clinic Committee, who may or may not be a member of the Community Health Center Board, who shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow") for the duration that the Transfer Agreement for the VOA Clinic, entered into by Sparrow and the County of Ingham, is in effect). The Chairperson of the Community Health Center Board shall also appoint the Vice-Chairperson Community Health Center Board to chair the Finance, Quality or Membership standing committee.

The functions of the standing committees are advisory in nature, with the exception of the Executive Committee, who may act on behalf of the Board between regularly scheduled Board meetings in circumstances requiring board action. Except for the aforementioned situation necessitating action by the Executive Committee, the Community Health Center Board must approve any action or decision. The Executive Director, or designee, shall be a non-voting member of all committees. In accordance with program requirements, committees shall meet as needed to accomplish monthly objectives as presented in the annual work plan. Committees are encouraged to meet in person, but can meet virtually (e.g., telephone conference, video conference, etc.) at the discretion of the committee chair.

Executive Committee:

The Executive Committee shall be comprised of the Community Health Center Chairperson (who shall serve as chair or designate a chair in his/her absence) and the Chairpersons of the Finance, Quality, and Membership Committees (totaling four (4) members). The Executive Committee shall, through the Board's intent, provide strategic direction for the Community Health Center board and align communication among board committees. It shall also act for the Board between regularly scheduled meetings. Any and all actions conducted on behalf of the Board by the Executive Committee must have approval from a majority of present Executive Committee members assuming quorum (greater than 50% of committee members present). It shall be responsible for monitoring policy matters affecting the Community Health Center Network and its patients at the local, state, and federal levels. It shall also delegate tasks to other committees when appropriate. Finally, it shall oversee the annual evaluation of the Community Health Center Executive Director and lead the search process and seek input from board members when a Community Health Center Executive Director vacancy arises (this may be tasked to an ad-hoc committee).

Finance Committee:

The Finance Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall develop the recommended Community Health Center network budget. The Community Health Center Board and the Board of Commissioners must jointly approve the budget. This committee shall also develop the strategic plan to align financial/operational goals with the County to the greatest extent possible, monitor financial/operational outcomes, and present new or revised financial/operational policies needed to ensure financial solvency of the Community Health Center.

Quality Committee:

The Quality Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for establishing all Community Health Center policies and procedures, except for personnel and fiscal policies and procedures (which are retained by the Board of Commissioners). This committee recommends the approval of the annual quality assurance/quality improvement plan to the full Community Health Center Board, and monitors the plan's implementation and results. This committee shall also provide oversight of provider credentialing, review clinical protocols, evaluate patient satisfaction on a quarterly basis, and ensure that Community Health Center operations promotes patient centered care and meets patient needs.

Membership Committee:

The Membership Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for the recruitment of new Community Health Center Board members in accordance with established Community Health Center Board policies and maintaining size and composition requirements per the Community Health Center Board Bylaws. This committee shall also be responsible for the training and orientation of new Community Health Center Board members, including the development of annual board member training schedule. This committee shall also be assigned with preparing a slate of nominees for election of officers at the annual meeting. Finally, this committee shall develop and maintain the board member manual, which shall at a minimum, detail Bylaws and board member responsibilities.

VOA Clinic Committee:

The VOA Clinic Committee must be comprised of no less than one (1) and no more than 49% of all Community Health Center Board members. It shall make recommendations on VOA Clinic operations and may also recommend additional opportunities for charity care. The chair of the VOA Clinic Committee shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow") for the duration that the Transfer Agreement for the VOA Clinic, entered into by Sparrow and the County of Ingham, is in effect.

C. General Committee Procedures

1. *Term:* Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.
2. *Meeting Procedure:* Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee

members. At the first meeting of a standing committee, a regular meeting schedule shall be established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by facsimile, correspondence or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. *Membership:* Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the VOA Clinic Committee as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.
4. *Voting:* When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board.

Article X – Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

The Community Health Center Board, through its Cooperative Operational Agreement, shall be bound by the Ingham County personnel policies and procedures, including all collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. These agreements and policies include selection and dismissal procedures, performance appraisal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity and non-discrimination practices as established by the Board of Commissioners.

B. Executive Director

The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Executive Director shall be an employee of Ingham County.

The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Federal Bureau of Primary Health Care Program expectations and Ingham County personnel policies.

C. Financial Management

The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board Finance Committee. The Community Health Center Board shall advise the Board of Commissioner's regarding this budget. The Community Health Center Board shall review and approve the Section 330 grant application and

the annual Section 330 grant budget and recommend this budget to the Board of Commissioners after review and recommendation by the Community Health Center Finance Committee, at the time set forth in Article IX B.1. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 grant budget submitted to the Federal Bureau of Primary Health Care. The Community Health Center Board shall review and approve the Look-Alike application and any budget requirements to maintain the Federally Qualified Health Center Look-Alike status and recommend such budget to the Board of Commissioners, after review and recommendation by the Community Health Center Board Finance Committee.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the Federal Bureau of Primary Care that the Community Health Centers shall operate within the adopted budget. As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for the services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on patient/family income.

Audits, as required by law for the 330 grant agreement and for Federally Qualified Health Center Look-Alike entities, shall be performed by an independent auditor. The audits may be performed in conjunction with other Ingham County audits.

D. Evaluate Community Health Center Activities

The Community Health Center Board shall evaluate utilization patterns, productivity, patient satisfaction, achievement of project objectives of the Community Health Centers, and shall review patient complaints.

E. Compliance with Laws

The Community Health Center Board shall assure that the Community Health Centers are operated in compliance with applicable Federal, State, and local laws and regulations.

F. Health Care Policy

The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope, availability and types of services, location and hours of services, and quality of care audit procedures. The recommended policies will assist the Health Department and the Board of Commissioners to implement the objectives set out in Article III of these Bylaws.

G. Grants

The Community Health Center Board shall work with the Health Department and the Board of Commissioners to identify and make application for grant opportunities.

H. Administrative Assistance

The Executive Director shall provide the administrative assistance necessary to fulfill the Community Health Center Board's responsibilities.

1. Conflict of Interest

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee officer or agent or any member of his or her immediate family, his or her partner of an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents or the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers or agents of the recipients.

Article XI – Fiscal Year

The fiscal year of the Community Health Center Board shall be from October 1 through September 30

Article XII - Order of Business

The order of business of the Community Health Center Board at its regular and annual meetings, unless changed by a majority vote of its members, shall be as follows:

Regular Meeting:

- I. Call to order and roll call
- II. Approval of agenda
- III. Public comment
- IV. Consent agenda
 - Minutes
 - Committee action items
 - Written reports
 - Executive Director
 - Medical Director
 - Dental Director
- V. Old business
- VI. New business
- VII. Public comment
- VIII. Adjournment

Annual Meeting:

- I. Call to order and roll call
- II. Approval of agenda
- III. Public comment
- IV. Consent agenda
 - Minutes
 - Committee action items
 - Written reports
 - Executive Director
 - Medical Director
 - Dental Director
- V. Chairpersons annual report

- VI. Election of Community health Center Board Officers
- VII. Old business
- VIII. New business
- IX. Public comment
- X. Adjournment

Article XIII – Amendments

These Bylaws may be amended at a regular meeting of the Community Health Center Board by a two-thirds (2/3) vote of the entire membership of the Community Health Center Board, only after the proposed change has been presented and discussed at a previous regular meeting. Amendments to the Bylaws do not become effective until ratified by the Board of Commissioners, and signed and dated by the Community Health Center Board Chairperson, Executive Director for the Ingham Community Health Centers, and the Board of Commissioners' Chairperson.

Article XIV – Proxy

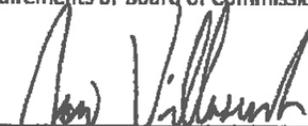
An absent Community Health Center Board member shall not be allowed to vote by proxy.

Article XV – Parliamentary Authority

The Parliamentary Authority of the Community Health Center Board shall be the *Mason's Manual of Legislative Procedure*.

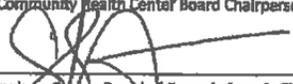
Conclusion

To the extent that any of the Community Health Center Board Bylaws are contrary to the statutory requirements or Board of Commissioner's authorization, they shall be of no force or effect.



 Community Health Center Board Chairperson

10-3-17
 Date



 Ingham County Board of Commissioner's Chairperson

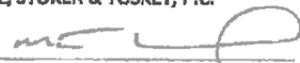
9/20/17
 Date



 Executive Director of Ingham Community Health Centers

10/2/17
 Date

APPROVED AS TO FORM
 FOR COUNTY OF INGHAM
 COHL, STOKER & TOSKEY, P.C.

By: 

 Mattis D. Nordfjord

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
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ASSOCIATES
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SARAH K. OSBURN

OF COUNSEL
RICHARD D McENULTY

June 29, 2018

Sent Via E-Mail

Anne Scott, Interim Executive Director,
Strategic Project Manager, Community Health Centers
Ingham County Health Department
5656 S. Cedar Street
Lansing, MI 48911

Re: Cooperative Operational Agreement with Ingham Community Health Center
Board - 2018

Dear Ms. Scott:

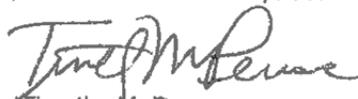
Attached is an Agreement to be entered into between Ingham County, the Ingham County Health Center Board, and the Health Department, to oversee the implementation of the Section 330 grant, and the operation of the Community Health Centers. This Agreement is an updated continuation of a previous Agreement that expired December 31, 2017. The term of the new Agreement is from January 1, 2018 to December 31, 2018. The County Board of Commissioners approved this Agreement in Resolution #18-278 (copy enclosed).

If the attached Agreement is satisfactory, you may after printing off a minimum of two copies proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date of signing in the spaces provided on the signature pages. In compliance with Resolution No. 18-194 passed May 8, 2018, all Agreements must be executed in accordance with the County's Contract Procedures. A copy of the Contract Procedures are attached. Please forward a fully signed copy of the Agreement to our office for our files.

If you have any questions with regard to the attached, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.


Timothy M. Perrone

TMP/gmk
Enclosures

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE EXTENDED COOPERATIVE OPERATIONAL AGREEMENT
WITH THE INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

RESOLUTION # 18 – 278

WHEREAS, through resolution #15-478, the Cooperative Operational Agreement between the Ingham County Board of Commissioners and the Ingham Community Health Center (IHC) Board of Directors was extended through December 31, 2017; and

WHEREAS, as a Health Center Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), Ingham County Health Department (ICHD) is required by Section 330 of the Public Health Services (PHS) Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center; and

WHEREAS, as a public entity, ICHD fulfills this requirement with a co-applicant board, the Ingham County Community Health Center Board of Directors; and

WHEREAS, when two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood; and

WHEREAS, ICHD fulfills the requirement through a Cooperative Operational Agreement with the Community Health Center Board of Directors; and

WHEREAS, the IHC Board of Directors functions must, at a minimum, include the following:

- Hold monthly meetings;
- Reach approval of the health center grant application and budget;
- Oversee selection/dismissal and performance evaluation of the health center Executive Director;
- Select services to be provided and health center hours of operations;
- Measure and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance; and
- Establish general policies for the health center.

WHEREAS, in order to maintain compliance as a HRSA grantee, an updated agreement must be established; and

WHEREAS, the current Cooperative Operational Agreement ends December 31, 2017; and

WHEREAS, the ICHC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

WHEREAS, the Bylaws of the ICHC Board of Directors were recently revised, and these revisions must also be approved and adopted by the Ingham County Board of Commissioners; and

WHEREAS, the ICHC Board of Directors recommends that the terms of the current Cooperative Operational Agreement be extended for the term of one year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension of the Cooperative Operational Agreement for one year, effective January 1, 2018 through December 31, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective January 1, 2018 through December 31, 2018.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approve the attached revised bylaws developed by the ICHC Board of Directors.

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

HUMAN SERVICES: Yeas: Banas, Nolan, Koenig, Louney

Nays: None Absent: Tennis, Sebolt, Naeyart Approved 06/18/2018

**APPROVED - MAY 8, 2018
AGENDA ITEM NO. 3**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REVISE THE INGHAM COUNTY CONTRACTS PROCEDURE

RESOLUTION # 18 – 194

WHEREAS, Ingham County enters into hundreds of agreements each year with federal, state, and local governments, vendors, and agencies; and

WHEREAS, it is advisable to evaluate established procedures and guidelines for the execution and processing of contracts so that a standardized practice may be used by each department; and

WHEREAS, MCL 46.5 requires that agreements entered into by the Ingham County Board of Commissioners be deposited with the Ingham County Clerk.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Contracts Procedure as revised.

BE IT FURTHER RESOLVED, that the County Clerk shall provide a copy of this resolution and the revised Contracts Procedure to all elected officials and department heads once adopted.

**COUNTY SERVICES: Yeas: Nolan, Sebolt, Grebner, Celentino, Hope, Maiville, Naeyaert
Nays: None Absent: None Approved 05/01/2018**

Contract Procedures

MCL 46.5 requires that executed contracts be deposited with the County Clerk. To assure that appropriate contractual documents are prepared, executed and recorded, the following procedures shall be implemented:

Execution of Contracts

After approval by the Board of Commissioners, resolutions and contract authorization forms are submitted to the County Attorney's Office at which time a contract is prepared. The contract is approved as to form by the County Attorney and forwarded to the department requesting the agreement. The contract authorization form can be used for agreements \$5,000 and under.

The department shall submit two hard copies of the agreement that were signed by the vendor and County Attorney, along with the resolution or signed contract authorization form authorizing the agreement, to the Board of Commissioners' Office for County signatures. Two hard copies of the contracts must be submitted to the Board of Commissioners' Office for signature. Signatures must be obtained through the Board of Commissioners' Office.

The Board Chairperson is the only authorized signatory for the County of Ingham unless others are authorized to sign by Board resolution. The Vice-Chairperson is authorized to sign in the Board Chairperson's absence.

The Board of Commissioners' Office shall submit the two signed hard copies of the agreement, along with an equal number of copies of the resolution or signed contract authorization form authorizing the agreement, to the County Clerk's Office.

The County Clerk's Office shall assign a file number and append said information to the first page of the agreements. The County Clerk shall sign the agreements to acknowledge that an original agreement has been filed with County Clerk, the appropriate resolution or signed contract authorization form has been included with that original, and a file number has been assigned and appended to the agreement(s). The Chief Deputy County Clerk is authorized to sign in the absence of the County Clerk. This will be accomplished within 5 business days after receipt by the County Clerk's Office.

Once the contract documents are completely executed, the County Clerk's Office shall make sure any blank dates in the contract are filled in. The County Clerk's Office shall file one original agreement and submit any additional originals or copies to the appropriate department. Upon receipt of copies from the Clerk's Office, each department shall enter the file number into MUNIS.

Distribution of Contracts

The requesting department is responsible for duplicating and distributing the fully executed contracts, including all exhibits and attachments, along with the resolution or contract authorization form for distribution as follows:

Director of Financial Services (electronic copy)
County Attorney (electronic copy)

Regarding Agreements Signed Electronically

In the event a contract is signed electronically, for example with the State of Michigan, it is the responsibility of the department to submit to the County Clerk's Office, in paper format, one fully executed agreement and one copy of the authorizing resolution or signed contract authorization form for filing.

The County Clerk's Office shall otherwise take the same steps as outlined in Execution of Contracts above.

Contract Expiration

It is up to each department to monitor expiration dates of contracts that involve their departments to determine if the agreement needs to be renewed or if the services are no longer necessary. If the contract needs to be renewed, a resolution renewing the agreement should be scheduled before the appropriate Liaison Committee and the Board of Commissioners' before the expiration of the agreement.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING MARY WARE

WHEREAS, after 30 years of dedicated service to Ingham County and the Ingham Community Health Centers Mary Ware will be retiring on June 28, 2019; and

WHEREAS, Mary Ware began her career with Ingham County in March of 1989 with the Ingham County Board of Commissioners as a Clerk typist II; and

WHEREAS, in 1989 she transferred to the Personnel Office where she greeted customers and performed clerical duties; and

WHEREAS, in 1990 she transferred to Environmental Health Services as a Clerk Typist II; and

WHEREAS, in 1998 she transferred to the Women Infant & Children's Clinic as an Assistant/Technician 1; and

WHEREAS, in 2011 she transferred to Adult Health as a Medical Assistant float where she rotated through the ICHCs; and

WHEREAS, in 2012 she transferred to the Otto Community Health Center as a Medical Assistant 1 where she assisted health care providers with examinations and procedures; and

WHEREAS, in 2014 she transferred to the Birch Community Health Center as a Medical Assistant 1; and

WHEREAS, in 2015 she transferred to the Forest Community Health Center as a Medical Assistant where she assisted in Infectious Disease, specialist referrals, medical procedures, inventory and supply upkeep, and where she administered standardized tests, vision/hearing tests and CLIA Waived tests per Ingham Community Health Center quality assurance training and documents with HER; and

WHEREAS, for the past 30 years Mary has shown exemplary patient care on a daily basis; and

WHEREAS, Mary's passion for patient care has always been evident in her relationships with patients and co-workers; and

WHEREAS, with 30 years of dedicated service to the Ingham County Health Department, Mary is retiring from her position as Medical Assistant.

THEREFOR BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Mary Ware for her 30 years of dedicated service to the Ingham County Health Department and for her exemplary patient care and commitment to her work.

BE IT FURTHER RESOLVED, that the Board extends its best wishes to Mary and hopes for continued success in all of her future endeavors.

RESOLUTION NO. 19-244
VETERANS SERVICES GRANT FUNDING

WHEREAS, MCL 35.623a(5)(a), as amended, establishes a “base amount” of \$50,000 per County for “veterans service operations;” and

WHEREAS, MCL 35.623a(5)(b) provides for a “per capita amount” for the “number of veterans residing in each county;” and

WHEREAS, the plain language of MCL 35.623a(5) provides that disbursements to counties are to be determined by “combining” these amounts; and

WHEREAS, the distinction between a “base amount” of \$50,000 per year and a variable “per capita amount” strongly suggests that the base amount may be interpreted as being fixed; and

WHEREAS, the statute can reasonably be interpreted to mean that the \$50,000 base amount would be ongoing, and would thus sustain County initiatives, provided the County complied with the provisions of MSC 35.623a; and

WHEREAS, the Gratiot County Department of Veterans Affairs has taken all steps prescribed by MVAA to achieve the eligibility requirements established in MCL 35.623a and thus to qualify for continued funding into the new fiscal year; and

WHEREAS, Gratiot County has, in fact, relied on this “fixed” base amount in implementing plans for services to veterans, to wit, hiring two highly qualified part-time Veterans Service Officers, with further plans to fund their VA Accreditation Training; and

WHEREAS, the Michigan Veterans Affairs Agency has a long history of promoting an increase in the number of Veterans Administration Accredited Representatives to serve Michigan Veterans; and

WHEREAS, subsequent to disbursing the statutorily mandated funds for 2019, the Michigan Veterans Affairs Agency briefed the Michigan Association of County Veterans Counselors that the grant funding is programmed to be reduced to a \$25,000 “base amount” for Fiscal Year 2020 due to funding constraints; and

WHEREAS, this reduction contravenes the plain language of the statute and will undermine steps taken by Gratiot County to provide services to our veterans; and

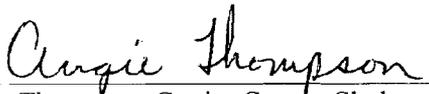
NOW, THEREFORE,, be it resolved, that the Gratiot County Board of Commissioners urges compliance with the plain language of MCL 35.623a, and calls upon the State Legislature and the Governor to fully fund the County Veterans Service Fund Grant in FY 2020 and beyond; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Whitmer, Senator Outman, Representative Filler, Representative Lower, the Michigan Association of Counties, and Veterans Services Offices in all Michigan counties.

Certification

I hereby certify that the above is a true copy of a Resolution adopted by the Gratiot County Board of Commissioners at its regular meeting on June 4, 2019 in the Commissioners' meeting room in the Gratiot County Courthouse, pursuant to the required statutory procedures.

Respectfully submitted,



Angie Thompson, Gratiot County Clerk

Dated: June 4, 2019

