



Wexford County

**BOARD OF COMMISSIONERS**

*Gary Taylor, Chair*

**NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, June 17, 2020 beginning at 4:00 p.m. in the Commissioners’ Room of the Historic Courthouse in Cadillac, MI, 49601.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION *(HR/PS 5/26/20)* ..... 1
  - 1. 10-year Service Award – Richard Olson, Prosecutor’s Office
  - 2. 10-year Service Award – John Waddell, Building Department
  - 3. 20-year Service Award – Robert Scarbrough, Building Department
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENTS
 

*The Board welcomes all public input.*
- I. CONSENT AGENDA
 

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

*If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*

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Q. ADJOURN

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** HR/Public Safety Committee  
**FOR MEETING DATE:** June 17, 2020  
**SUBJECT:** Employee Recognition Certificates

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County policy B.13-0, at 10, 15, 20, 25, 30 and 35 years. The following employees should be recognized at a Board of Commissioners meeting for their service as follows:

<b>EMPLOYEE NAME</b>	<b>DEPARTMENT</b>	<b>YEARS OF SERVICE</b>
<b>Richard Olson</b>	Prosecutor's Office	10 Years
<b>John Waddell</b>	Building Department	10 Years
<b>Robert Scarbrough</b>	Building Department	20 Years

RECOMMENDATION:

Presentation of the Certificates of Appreciation to the above employees at the BOC meeting.

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \*Wednesday, June 3, 2020

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Ben Townsend, Mike Bengelink, Mike Bush, Gary Taylor, Judy Nichols, and Brian Potter.

Absent- Commissioner Musta and Theobald

\*Commissioner Theobald did appear by telephone, however she could not be heard due to a technical difficulty.

Pledge of Allegiance.

**Additions/Deletions to the Agenda- None**

**Approval of the Agenda**

**MOTION by Comm Bengelink, seconded by Comm Potter to approve the agenda, as presented.**

Roll call: Motion passed 7-0.

**Employee Recognition-**

**MOTION by Comm Bush, seconded by Comm Nichols to approve Resolution 20-15 Extending Appreciation for Janet Kelly's Dedicated Service.**

Roll call: Motion passed 7-0.

**Presentation and Reports- None.**

**Public Comment-**

Crystal Lake Johnson addressed the Board regarding the Octagon Building. She worked on it for several years with Mary Stark before she passed away. She explained there have been some recent developments with individuals willing to embrace the project of the Octagon Building. She hoped to have more information at the Executive Committee meeting.

**Consent Agenda**

1. Approval of the May 20, 2020, Regular Meeting Minutes

**MOTION by Comm Bengelink, seconded by Comm Bush to approve the Consent Agenda.**

Roll call: Motion passed 7-0.

**Agenda Items**

1. Resolution 20-17 Supporting the PA 511 Wexford-Missaukee Grant Application

**MOTION** by Comm Nichols, seconded by Comm Potter to approve Resolution 20-17 Supporting the PA 511 Wexford-Missaukee Grant Application for Fiscal Year 2021.

**Roll call: Motion passed unanimously.**

2. VHF Tower Equipment

**MOTION** by Comm Bengelink, seconded by Comm Bush to approve the bid from Grand Traverse Mobile Communications in the amount of \$8,250 for the removal of VHF equipment on four towers and the removal of one tower located on the property of Wexford Township Hall.

**Roll Call: Motion passed 7-0.**

3. Networks Northwest-MI Works Lease Agreement

**MOTION** by Comm Nichols, seconded by Comm Bengelink to approve the one-year lease agreement beginning July 1, 2020 and ending June 30, 2021 between Wexford County and Networks Northwest in the amount of \$5,144 a month for space at 401 Lake Street and authorize the Board Chairman to sign the agreement on behalf of the County.

**Roll Call: Motion passed 7-0.**

4. Resolution 20-16-2020 Summer Millage Rate

**MOTION** by Comm Bengelink, seconded by Comm Potter to approve Resolution 20-16 2020 Summer Millage Rate for Fiscal Year 2020 Budget.

**Roll Call: Motion passed unanimously.**

5. 2020 Tax Rate Request, L-4029

**MOTION** by Comm Bush, seconded by Comm Nichols to approve the 2020 Tax Rate Request, Report L-4029, and authorize the Board Chairman and County Clerk to sign the report on behalf of the County.

**Roll Call: Motion passed 7-0.**

6. 2020 Taxable Valuations Report – L-4046

**MOTION** by Comm Bengelink, seconded by Comm Potter to approve the 2020 Taxable Valuations Report, Form L-4046, and authorize the Board Chairman and the Equalization Director to sign the report on behalf of the County.

**Roll Call: Motion passed unanimously.**

7. Position Elimination-FOC Level 2

**MOTION by Comm Bengelink, seconded by Comm Bush to approve the elimination of the Level 2, Department Aide, position in the Friend of the Court effective June 3, 2020.**

One Commissioner asked if there needed to be two motions regarding Friend of the Court. Administrator Koch explained that the HR Committee had the authority to approve the other motion, and it did not need to be presented to the full Board.

**Roll Call: Motion passed 7-0.**

8. Additional Assistant Prosecutor

**MOTION by Comm Potter, seconded by Comm Nichols to approve an increase in the 2020 Roster for the Prosecutor's Office to hire an additional full-time Assistant Prosecutor October 1, 2020 through December 31, 2020.**

One Commissioner asked what the purpose of this was for just a few months.

Prosecutor Elmore explained that he is running for Circuit Court Judge. If he prevails, he would most likely resign because of the issue it would cause with the caseload. He would be unable to hear any of the cases in Circuit Court that were charged while he was the Prosecutor. They are wanting an attorney there to train to take over that position.

Another Commissioner pointed out that the candidate running for Prosecutor is running unopposed, and either way there would be a position open on January 1<sup>st</sup>. This gives them the opportunity to train someone.

**Roll Call: Motion passed unanimously.**

**Administrator's Report-**

Administrator Koch explained that more sneeze guards would be installed once material was available. The Courts have requested tabletop ones for the tables in the courtroom.

She informed the Board that Finance and Executive Committee meetings would be held in the Commissioners Room, however, the next Board meeting is still to be determined.

She found out that the County did not qualify for reimbursement for the hazard pay because we are not large enough.

The Courts plan for Phase 1 has been approved, and the earliest they can be advanced into Phase 2 is June 15<sup>th</sup>.

**Correspondence-**

1. Saving the Octagonal Building-Crystal Lake Johnson

**Public Comments-None.**

**Liaison Reports-**

Comm Townsend attended a Networks Northwest meeting the day before. The main thing they focused on is broadband. Benzie and Leelanau counties are working on it.

Comm Nichols attended a District 10 Health Department meeting. One of the physicians explained that this pandemic could rear its head for years and that each county is effected differently.

Comm Potter attended a Clam Lake DDA meeting. The grant they were working on has gone away now.

**Board Comments**

Comm Hurlburt said he was sad there was no quote.

**Chairman's Comments**

Comm Taylor informed everyone that Comm Potter has stepped down from the Airport Authority, and he asked Comm Townsend to take over. He thanked everyone for attending.

**Adjourn**

**MOTION** by Comm Bengelink, seconded by Comm Hurlburt to adjourn at 4:15 p.m.

**Roll Call: Motion passed 6-1 with Comm Hurlburt voting against the motion.**

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Gary Taylor, Chairperson

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Alaina Nyman, County Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FOR MEETING DATE:** June 17, 2020

**SUBJECT:** Advanced Correctional Healthcare Contract

SUMMARY OF ITEM TO BE PRESENTED:

Since 2013, Wexford County has contracted with Advanced Correctional Healthcare, Inc. (ACH) to provide professional healthcare services to the jail. The terms for the current contract provided services from June 19, 2013 to June 30, 2016, with automatic one-year renewal unless either party gives 30-day notice before the end of a renewal period.

Jail Administrator Lieutenant Mike McDaniel believes it is in the County's best interest to continue contracting with ACH. Following are options for rates 7-1-2020 through 6-30-2021. Lt. McDaniel is requesting the Board approve renewing with the "Rx to Pool" option, which holds the annual cost to the 7-1-2019 through 6-30-2021 rate.

The "Rx to Pool" option allows a \$22,000 pharmaceutical allowance. If less than \$22,000 is spent on inmate pharmaceuticals, 90% of the remaining funds would be returned to the County. If more than \$22,000 is spent, the County will be charged. In the last two years, the annual inmate pharmaceutical cost has been approximately \$18,000. ACH will provide monthly statements that track pharmaceutical costs.

Following is a one-year agreement with ACH that incorporates the "Rx to Pool" option. Also following are communications from Trent Turek, ACH representative, regarding the agreement.

RECOMMENDATION:

Administration recommends the full board approve the one-year Advanced Correctional Healthcare agreement.

**From:** Trent Turek <Trent.Turek@advancedch.com>  
**Sent:** Wednesday, June 10, 2020 5:18 PM  
**To:** Mike Mcdaniel  
**Subject:** Wexford County Sheriff Office - Advanced Correctional Healthcare  
**Attachments:** 5 Column Program Overview - Wexford ML\_.pdf

Lt. McDaniel:

Good evening!

Per our conversation, please find attached the requested Program Overviews for the upcoming 7/1/20-6/30/21 contract year.

I look forward to discussing and reviewing with you as we move forward to an new agreement.

In addition, I have included some comparison notes for the ACH Pharmacy Pool vs, County Responsibility dioscussion.

**Advantage for ACH Pharmacy Pool vs. County Responsibility:**

- a. Pharmacy Pool:
  - i. ACH pricing
  - ii. Overage – while our recommended pool is based on historical spend or ADP, there are instances where there are catastrophic events (what we use when we have had to pay a high offsite claim)
  - iii. ACH take the highs and lows of the cash hit from pharmacy while they pay a flat monthly amount
  - iv. Payback of unused funds
  - v. ACH does bill reviews/scrubs your bills
    - 1. Send RX reviews still to the sites and review RX bills for errors
  - vi. Manage relationship with vendors
    - 1. Example is we have a site that returned a ton of meds and the vendor wouldn't give credits back that should, so ACH gets involved and reconciled those credits and had plenty of meetings/discussions with the vendor on how to work through the differences and ensure our site received their credits back
  - vii. Full transparency
    - 1. They can receive RX bills with amounts/inmate name/ etc if they want to try to bill back the inmate
- b. County Responsible
  - i. Negotiate their own pricing
  - ii. They take the highs and lows of the cash of paying RX
  - iii. We can try to help with vendor issues but they tend not to talk to us if we aren't the one contracted directly with them
  - iv. ACH does not review bills as we do not receive them
  - v. Full transparency as they receive the bills directly from the pharmacy

As mentioned, I am available tomorrow afternoon for a phone conversation.

Have a great evening!

***Respectfully,  
Trent Turek***

Director of Business Development & Client Services

	<b>Current Program Thru 7/1/2019-6/30/2020</b>	<b>Renewal CPI Increase 7/1/20-6/30/21</b>	<b>Rx to Pool Now until 6/30/2021</b>
<b>Average Daily Population</b>	County: 158 Non-County: 0	County: 158 Non-County: 0	County: 158 Non-County: 0
<b>Per Diem Rate:</b>	County: \$0.82 Non-County: \$0.31	<b>County: \$0.85 Non-County: \$0.32</b>	<b>County: \$0.33 Non-County: \$0.33</b>
<b>Practitioner</b>	On-site once every week Unlimited 24/7 on-call by phone	On-site once every week Unlimited 24/7 on-call by phone	On-site once every week Unlimited 24/7 on-call by phone
<b>Nursing</b>	RN on-site 60 hours weekly	RN on-site 60 hours weekly	RN on-site 60 hours weekly
<b>Mental Health Services</b>	Practitioner on call 24/7	No change	No change
<b>Specified Medication</b>	The County pays for court-ordered and/or fit for trial medications and specified medications. <b>Specified medications</b> – medications related to the treatment of AIDs, cancer, cystic fibrosis, hepatitis, HIV, HIV/AIDs related diseases, multiple sclerosis, medications listed as anti-rejection and/or biological drugs.	No change	No change
<b>Annual Pool</b>	Not available with this option	Not available with this option	<b>\$22,000 to pay for pharmaceuticals, with 90% of leftover funds returned to the County.</b>
<b>Medical Supplies (Disposable)</b>	ACH pays for medical supplies.	No change	No change
<b>Mobile &amp; Off-Site Services</b>	The County pays for mobile and off-site services.	No change	No change
<b>Tuberculosis (TB) Skin Tests</b>	For incarcerated patients, ACH pays for TB serum and related supplies.	No change	No change

For additional information, please contact:

**Trent Turek, Director of Business Development & Client Services**

614-971-5671 / [Trent.Turek@advancedch.com](mailto:Trent.Turek@advancedch.com)

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<b>Biomedical Waste Disposal</b>	The County pays for waste disposal for the medical unit.	No change	No change
<b>Office Supplies</b>	The County pays for office supplies.	No change	No change
<b>CIERR (Critical Incident Employee Rapid Response Program)</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>
<b>Annual Price:</b> good for 60 days.	\$273,341.15	<b>\$282,361.41</b>	<b>\$273,341.15</b>
<b>Monthly Price</b>	\$22,778.43	<b>\$23,530.12</b>	<b>\$22,778.43</b>

**Option #3 – Add RN/LPN & RX to Pool 6/30/2021**

- Average Daily Population: County: 158; Non-County: 0
- Per Diem Rate: County: **\$0.33; Non-County: \$0.33**
- Practitioner: On-site once every week. Unlimited 24/7 on-call by phone
- Nursing: **LPN on-site 24 hours weekly; RN on-site 60 hours weekly**
- Mental Health Services: No change
- Specified Medication: No change
- Annual Pool: **\$22,000 to pay for pharmaceuticals, with 90% of leftover funds returned to the County.**
- Medical Supplies (Disposable): No change
- Mobile & Off-Site Services: No change
- Tuberculosis (TB) Skin Tests: No change
- Biomedical Waste Disposal: No change
- Office Supplies: No change
- **CIERR (Critical Incident Employee Rapid Response Program): Included**
- Annual Price: **\$346,271.96**
- Monthly Price: **\$28,856.00**

For additional information, please contact:

**Trent Turek, Director of Business Development & Client Services**

614-971-5671 / [Trent.Turek@advancedch.com](mailto:Trent.Turek@advancedch.com)

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**Option #4 – Add RN & Rx to Pool 6/30/2021**

- Average Daily Population: County: 158; Non-County: 0
- Per Diem Rate: County: **\$0.33; Non-County: \$0.33**
- Practitioner: On-site once every week. Unlimited 24/7 on-call by phone
- Nursing: **RN on-site 84 hours weekly**
- Mental Health Services: No change
- Specified Medication: No change
- Annual Pool: **\$22,000 to pay for pharmaceuticals, with 90% of leftover funds returned to the County.**
- Medical Supplies (Disposable): No change
- Mobile & Off-Site Services: No change
- Tuberculosis (TB) Skin Tests: No change
- Biomedical Waste Disposal: No change
- Office Supplies: No change
- **CIERR** (Critical Incident Employee Rapid Response Program): **Included**
- Annual Price: **\$360,181.88**
- Monthly Price: **\$30,015.16**

For additional information, please contact:

**Trent Turek, Director of Business Development & Client Services**

614-971-5671 / [Trent.Turek@advancedch.com](mailto:Trent.Turek@advancedch.com)

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**AGREEMENT FOR THE PROVISION OF HEALTH CARE  
TO INCARCERATED PATIENTS  
WEXFORD COUNTY, MICHIGAN**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Wexford, located in the State of Michigan, through the Wexford County Sheriff in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), an Illinois corporation.

**DEFINITIONS**

**COUNTY PATIENTS** – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

**NON-COUNTY PATIENTS** – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

**ARTICLE 1:  
ACH**

- 1.1 DENTAL CARE. ACH will provide dental triage screenings and coordinate off-site care as appropriate. The county will pay for all costs associated with dental care.
- 1.2 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county’s request, and the county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.3 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.4 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.5 MEDICAL CLAIMS RE-PRICING. ACH will not re-price medical claims.
- 1.6 MEDICAL SUPPLIES (DISPOSABLE). ACH will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves **for the medical team**, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment) **for the medical team**, pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. ACH will have the final say of what is a disposable medical supply.
- 1.7 MOBILE SERVICES. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider’s equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.

- 1.8 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.9 OFFICER TRAINING. **ACH will provide annual officer training on certain topics as determined by the county.** The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in additional training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 1.10 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.11 PHARMACEUTICALS. Pool money will pay for all pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.11.1 **ACH will provide the county with pharmaceutical pricing so the county may bill back patients for their medication.**
- 1.12 POOL. The county will have a pool of \$22,000 to be used every 12 months (hereinafter referred to as the "pool"). The pool money will be spent as indicated in this agreement. Certain non-county patient costs (including but not limited to dental care, mobile services, off-sites services, and specified medications) may not be paid for with pool money.
- 1.12.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.
- 1.12.2 Any monies remaining in the pool after receipt of invoices will be shared with the county at a rate of 90% to the county / 10% to ACH within 90 days after the 12-month term. Invoices received more than 90 days after the close of the 12-month term will be forwarded to the county for payment.
- 1.12.3 In the event this agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.

1.13 STAFFING.

1.13.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be “on call” during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be “on duty” and the meal break(s) will be paid for by the county.

1.13.2 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, 24 hours per day. For scheduled visits that fall on holidays, coverage will be provided by telephone only.

1.13.3 NURSING. ACH will provide on-site RN nursing coverage for 60 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy.

1.14 TUBERCULOSIS (TB) TESTING.

1.14.1 OFFICERS. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county’s request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs, and the county agrees to pay.

1.14.2 PATIENTS. ACH will provide TB skin tests as directed by the county. ACH will pay for the TB serum and related supplies.

**ARTICLE 2:**  
**THE COUNTY**

2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility’s AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility’s lack of AED(s) and/or defective and/or non-working AEDs in the facility.

2.2 BIOMEDICAL WASTE DISPOSAL. The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.

2.3 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system.

- 2.4 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 2.5 CPR CARDS. ACH will not pay for CPR cards for county employees.
- 2.6 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.7 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.8 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.9 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any ACH employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of

obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

- 2.10 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.11 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the county. At the county's request, ACH may assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Upon termination of this agreement, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.12 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.13 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN).
- 2.14 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.15 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.16 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.17 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance.
- 2.18 STAFFING. The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at

the facility. The parties further agree that the mental health team provided by the county will work cooperatively with ACH employees and subcontractors to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the mental health team.

**ARTICLE 3:**  
**COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$273,341.15 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$22,778.43 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.
- 3.2 FUNDING THE FACILITY’S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility’s health care program. As a result, ACH’s health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 158 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM.
- 3.3.2.1 COUNTY PATIENTS. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.33 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.33 x 91)
- 3.3.2.2 NON-COUNTY PATIENTS. A separate per diem rate of \$0.33 per patient per day will be assessed for each non-county patient housed in the facility in excess of the contracted non-county patient ADP.
- 3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after

reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

**ARTICLE 4:**  
**TERM AND TERMINATION**

4.1 TERM. The term of this agreement will begin on July 1, 2020 at 12:01 A.M. and will continue in full force and effect until June 30, 2021 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

**ARTICLE 5:**  
**GENERAL TERMS AND CONDITIONS**

5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.

5.2 ASSIGNMENT. ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.

5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.

5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.

5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent

contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.

- 5.6 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.7 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: [Contracts@advancedch.com](mailto:Contracts@advancedch.com). ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.

- 5.12 GOVERNING LAW. This agreement will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles).
- 5.13 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH (“health care team members”) are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.14 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party’s rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.15 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county’s behalf or in the county’s name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.16 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Wexford County Jail, 1015 Lincoln St., Cadillac, MI 49601; facsimile: 231-779-5498; email: [ttaylor@wexfordcounty.org](mailto:ttaylor@wexfordcounty.org); [mmcdaniel@wexfordcounty.org](mailto:mmcdaniel@wexfordcounty.org); [rdoehring@wexfordcounty.org](mailto:rdoehring@wexfordcounty.org). To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: [Contracts@advancedch.com](mailto:Contracts@advancedch.com).
- 5.17 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.18 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.19 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.

- 5.20 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.21 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the county to authorize other public agencies in the county to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.22 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date and year written below.

**ADVANCED CORRECTIONAL HEALTHCARE, INC.**

Jessica Young, President	Date
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**COUNTY OF WEXFORD, MICHIGAN**

Trent Taylor, Sheriff	Date
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Please complete and return via email to [Contracts@advancedch.com](mailto:Contracts@advancedch.com).

If this contract is not returned to ACH by 7/12/20, the price may be subject to increase.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** June 17, 2020  
**SUBJECT:** POAM 312 Deputies - Letter of Understanding

SUMMARY OF ITEM TO BE PRESENTED:

During the collective bargaining process, it had been noted that the new contract should include language that closely mirrored the vacation language included in the corrections contract. The following Letter of Understanding clarifies and finalizes that language.

The business agent, Dan Kuhn, and the union's steward have already signed the letter.

RECOMMENDATION:

The Executive Committee recommends the full board approve the Letter of Understanding.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**WEXFORD COUNTY BOARD OF COMMISSIONERS AND  
WEXFORD COUNTY SHERIFF**

**AND**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)**

**WHEREAS**, the parties negotiated a 2020-2022 Collective Bargaining Agreement (CBA) in December 2019, to be effective January 1, 2020; and

**WHEREAS**, the Tentative Agreement maintained the maximum annual vacation carryover at 100 hours of vacation; and

**WHEREAS**, it was the intent of the Employer that the maximum annual vacation carryover be the same amount as the maximum vacation accumulation being 250 hours and be the same as the provisions in the Corrections Unit Collective Bargaining Agreement; and

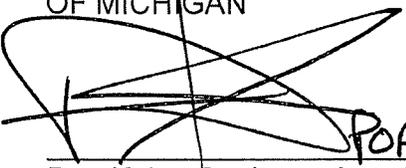
**WHEREAS**, the parties desire to correct the discrepancy.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The parties agree that the attached Article 16, Vacations, will replace the prior Article 16, Vacations, in the 2020-2022 CBA, to be effective January 1, 2020. Specifically, the 100 hour annual vacation carryover limit will be replaced as set out in the attached Article 16, Vacations, by a maximum annual vacation carryover limit of 250 hours.

2. The parties agree that the language in the attached Article 16 Vacations, clarifies several other vacation issues, including the amount of vacation payout maximum at retirement and death (250 hours max) and the maximum amount of vacation payout at voluntary resignation or termination by the Employer.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Dan Kuhn, Business Agent

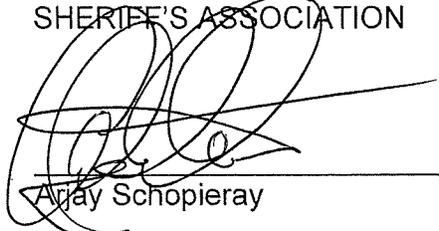
Date

WEXFORD COUNTY BOARD  
OF COMMISSIONERS

Gary Taylor, Chairman

Date

WEXFORD COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

  
Ajay Schopieray

Date

WEXFORD COUNTY SHERIFF

Trent Taylor, Sheriff

Date

## WEXFORD POAM DEPUTIES – 2020-2022 CONTRACT

ARTICLE 16  
VACATIONS

16.1: Vacation. All full time employees shall accrue vacation with pay in accordance with the following schedule provided they have either worked and/or received pay for the requisite and qualifying number of paid hours per payroll as set forth below in this Agreement.

16.2: Accrual Rate.

A. Vacation shall be credited to each permanent employee at the end of the biweekly work period in which 80 hours of paid service is completed as listed below.

1. When paid service does not total 80 hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.

<u>Time in Service Required</u>	<u>Vacation Leave Earned</u>
1 year	3.08 hrs/ 80 hrs service
5 years	4.61 hrs/120 hrs service
12 years	6.15 hrs/160 hrs service
20 years	7.69 hrs/200 hrs service

B. Any employee who fails to notify the Employer within 60 days after the effective date of the Agreement shall be considered to have waived any claim of error for any period of time prior to the date the employee files a grievance or notifies the Employer, in writing, of the error.

C. Vacation shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

16.3: A. Maximum Accumulation Limit. Annual vacation may not be authorized, accumulated or credited in excess of the employee's maximum accumulation limit provided below except under the following conditions:

- (1) If an employee is unable because of the Employer's decision to take annual leave credits that would place the total credits in excess of the employee's maximum accumulation limit, the employee shall be permitted to accumulate no more than an additional 16 hours.

- (2) The employee's annual leave balance must be reduced to the maximum accumulation limit or less no later than two pay periods after the pay period in which the excess credits are earned. The employer may require the employee to take sufficient time off within the additional two pay periods to enable a reduction of credits to no more than the maximum accrual limit.

Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

<u>Maximum Accumulation</u>	<u>Maximum Annual Carry-Over Into The Following Year</u>	<u>Maximum Retirement/Death Pay Out</u>	<u>Maximum Resignation/Termination Pay Out</u>
250 hours	250 hours	250 hours	200 hours

- B. Maximum Annual Carry-Over Limit. A maximum of 250 hours may be carried over into the following year, provided, however, once the total vacation accumulation, including any amount carried over from the prior year reaches 250 hours, additional vacation time will not be accrued until the employee uses vacation time to reduce the maximum accumulation limit to below 250 hours.
- C. Maximum Pay-Out at Termination.
  - (1) Voluntary Resignation. Employees who leave the employ of the Employer shall receive payout of accrued and unused vacation subject to a “maximum payout limit” of 200 hours.

16.4: Annual Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months comprising each contract year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Sheriff’s Office and the Sheriff’s obligations to the public generally.
- B. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested.
- C. Vacation requests submitted with less than thirty (30) days in advance may be granted or rejected at the sole, non-grievable, discretion of the Sheriff or his designee; however, if such request is denied, the Sheriff or designee will provide the employee with the basis for such denial.
- D. In all circumstances requests for vacation time off in a “block” of five (5) days shall take precedence over requests for vacation time for a shorter period.
  - 1. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Sheriff.

- E. Vacation leaves can be “coupled”, either at the beginning or the end of the vacation period, with an employee’s “pass days”.
- F. Conflicts in Vacation Requests. Conflicts in vacations requests between employees within a particular classification shall be resolved by giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee’s request.
- G. Failure of Employee to Schedule a Vacation. If an employee does not submit a vacation request the Sheriff may assign a vacation period to the employee up to or equivalent to the amount of the employee’s available vacation leave.
- H. Scheduled Vacation Cancelled by Sheriff. If an employee’s scheduled time off is canceled by the Sheriff, the employee is expected to make a reasonable effort to utilize his available vacation time prior to reaching the 250 hour maximum accumulation limit.
  - 1. Forced Pay Out of Cancelled Vacation. Should the employee whose vacation was canceled by the Sheriff be unable to reduce his vacation accumulation prior to the maximum amount of allowed accumulation set forth in Section 16.3A due to operational needs, he shall be paid for the vacation days he would have used which exceed the 250 hours of maximum vacation limit.
    - a. This payment shall be made in the first (1st) pay period following the employee reaching the 250 hour maximum after the Sheriff’s cancellation of the employee’s vacation and shall be at the rate of pay the employee is earning on such payroll date.

16.5: Pass Days. If an employee’s regular “pass day” falls within his vacation period such “pass day” shall not be counted as a day of that employee’s vacation leave.

16.6: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time he takes vacation leave.

16.7: Vacation Pay-Out at Retirement or Death.

- A. Retirement or Death. Employees who terminate due to death or retirement shall be eligible for payout of accrued and unused vacation subject to a maximum of 250 hours.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance Committee  
**FOR MEETING DATE:** June 17, 2020  
**SUBJECT:** Resolution 20-18 Supporting The Marine Safety Program Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Resolution 20-18, is in support of the 2020 Marine Safety Program Grant Agreement which is attached for consideration along with the grant agreement. This federal grant will cover 100% of total eligible costs toward completing the work listed, not to exceed \$7,400; equal to last year's grant. A local match is NOT required.

RECOMMENDATION:

The Finance Committee recommends the full board approve the resolution, as presented.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the seventeenth day of June 2020 at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 20-18  
SUPPORTING WEXFORD COUNTY 2020 MARINE SAFETY PROGRAM (FEDERAL FUNDING)  
GRANT AGREEMENT**

**BE IT RESOLVED**, that the Wexford County Board of Commissioners supports the Marine Safety Program Grant Agreement for the period January 1, 2020 through September 30, 2020 in the amount of \$7,400 on this date of June 17, 2020.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Gary Taylor, Chairman, Wexford County Board of Commissioners

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 20-18 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on June 17, 2020, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk



Michigan Department of Natural Resources - Grants Management  
**2020 MARINE SAFETY PROGRAM (FEDERAL FUNDING)**  
**GRANT AGREEMENT**

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Wexford County Sheriff's Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds (75%)
Operating	\$7,400.00	\$0.00
Equipment	\$0.00	\$0.00

**Salaries, Wages and Benefits for:**

- ❖ Marine Safety Law Enforcement and Related Activities;
- ❖ Instruction of Boating Safety Courses;
- ❖ Inspection of Boat Liveries;
- ❖ Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

**Operating Expenses for the Scope Items Listed Above, including:**

- ❖ Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- ❖ Travel expenses;
- ❖ Uniforms, personal flotation devices, boat shoes, etc.;
- ❖ Leasing of vehicles, dockage, storage, eligible office space;
- ❖ Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
4. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The State of Michigan has received a federal funding apportionment for fiscal year 2020 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Seven Thousand Four Hundred Dollars and Zero Cents (\$7,400.00).

There is no local match required for this reimbursement.

The Agreement period for federal funding is **January 1, 2020 through September 30, 2020.**

Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2020.**

5. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement

request submitted by the GRANTEE through the MiRecGrants website.

7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
  - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
  - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - ❖ The GRANTEE has signed it and returned it, and
  - ❖ The DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

**GRANTEE**

SIGNED:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED:

By: \_\_\_\_\_  
Dan Lord

Title: GM Section Manager

Date: \_\_\_\_\_

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

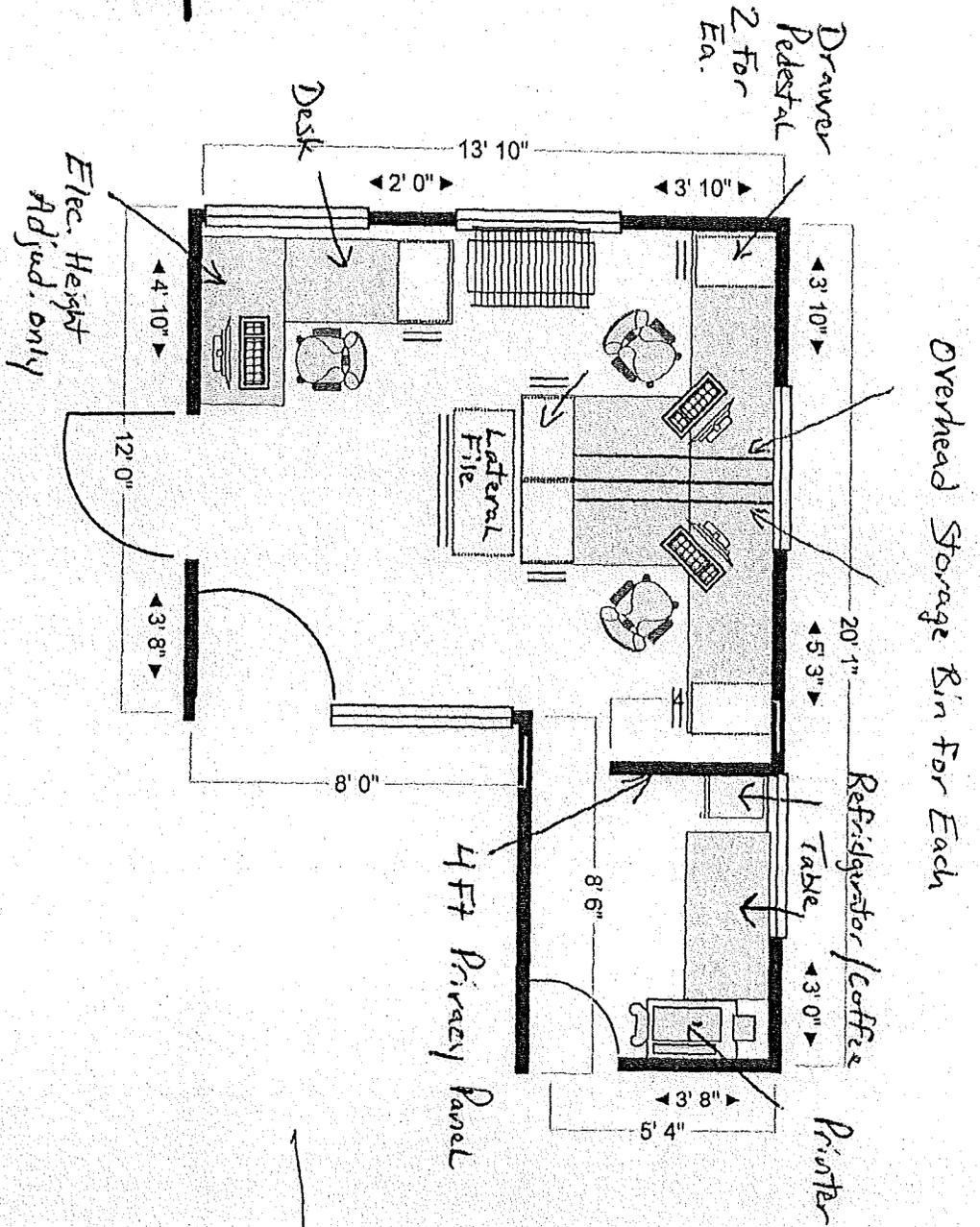
MEMO TO: JANET KOCH, WEXFORD COUNTY ADMINISTRATOR  
FROM: HON. WILLIAM M. FAGERMAN, Circuit Judge  
RE: PICK FUND REQUEST FOR OFFICE FURNITURE - \$3,014.00  
DATE: June 10, 2020

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As a result of the reorganization of the administrative duties of the Circuit Court administrative staff following Mrs. Kelly's retirement, it is necessary to request modified furnishings. Mrs. Kelly's retirement prompted the Court to reorganize the duties of the administrative staff and to reassign and equalize some of the duties. As a result, it will be necessary to place an additional person in the administrative area of the Circuit Court. The space is very limited and will require an arrangement that will accommodate appropriate furnishings and equipment to facilitate that placement. It is essential that all three administrative staff be in the same area in order to provide cross-training appropriate service to the public. I have attached a lay-out for furnishings and an estimate for what appears to be the most efficient application. I will be happy to provide additional information and appear at any meetings if necessary.

WMF/nc

# Option #2



Excel Office Furnishings, LLC  
 1110 E. Hammond Rd.  
 Suite 1  
 Traverse City, MI 49686  
 (231) 932-4000  
 www.excelofficefurnishings.com  
 excelofficefurnishings@gmail.com



Cadillac 28th Circuit Court  
 437 E. Division Street  
 Cadillac, MI 49601  
 231-779-9490 Ext#2 Flora

**QUOTE**

**Quote #** 0000220  
**Quote Date** 06/08/2020

Item	Description	Unit Price	Quantity	Amount
Product	Used Steelcase Context Units- 6' x 6' - Each Desk Includes :	895.00	2.00	1,790.00
Product	6' Overhead Storage Bin - Desk Mounted	0.00	1.00	0.00
Product	Box/Box/File Drawer Pedestal	0.00	1.00	0.00
Product	File/File Drawer Pedestal	0.00	1.00	0.00
Product	6' Tackable Privacy Screen - Desk Mounted	0.00	1.00	0.00
Product	Advanced Task Light - Attaches underneath Storage Bin	0.00	1.00	0.00
Product	Used Steelcase Context Extended Corner Unit - 4'x 6' Desk Includes :	695.00	1.00	695.00
Product	4' Overhead Storage Bin - Desk Mounted	0.00	1.00	0.00
Product	Box/Box/File Drawer Pedestal	0.00	1.00	0.00
Product	4' tackable Privacy Screen - Desk Mounted	0.00	1.00	0.00
Product	Advanced Task Light - Attaches underneath Storage Bin	0.00	1.00	0.00
Product	L-Shaped Partition Privacy Wall - 6' x 65"H@\$35.00Ft	210.00	1.00	210.00
Product	Used Refurbished Steelcase Criterion Task Chair	219.00	1.00	219.00
Service	Delivery/Setup	100.00	1.00	100.00
<b>Subtotal</b>				3,014.00
<b>Total</b>				3,014.00
<b>Amount Paid</b>				0.00
<b>Quote</b>				\$3,014.00

6/17/2020

**J.5.**

**Wexford County Board of Commissioners  
Amendments to the 2020 Budget**

<b>Adj #</b>	<b>Acct</b>	<b>Acct Description</b>	<b>Revenue</b>	<b>Expense</b>	<b>a.</b>
20200601	<b>269.000.677.02</b>	Law Library Reimbursement	\$6,300		
	<b>269.000.729.00</b>	Legal Publications		\$6,300	
		<b>Missaukee County is reimbursing the County for use of the law library.</b>			
20200602	<b>101.172.677.00</b>	Misc. Income	\$876.32		<b>b.</b>
	<b>101.172.727.00</b>	Office Supplies		\$876.32	
		<b>Unexpected Income due to written articles submitted by Administrator</b>			

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** June 17, 2020  
**SUBJECT:** Fawcett Communications Center - Final Payment

SUMMARY OF ITEM TO BE PRESENTED:

Dean DeKryger of DK Design Group, has indicated that he will submit the final application for payment to Orshal Construction before the June 17 Board of Commissioners meeting.

However, the pay app was not available in time to be included with the agenda packet. If it is received before the meeting, it will be provided to the Board as soon as possible.



Administrator's Report to the Board of Commissioners

For the meeting of June 17, 2020

### Completed Projects/Tasks

FOIA Requests: The Administration Office received seven new Freedom of Information requests between May 30 and June 12.

New Employees: No new employees started working at the County since the last Board of Commissioners meeting.

### Current Projects/Tasks

Audit: Though we'd expected that Rehmann would be onsite for a few days for their final research, it turns out they did not actually need to travel to Cadillac to complete the audit. Our Treasurer's Office, Equalization Director, and the Admin staff (but mostly the Treasurer's Office) kept a steady stream of information flowing to the folks who needed it and audit completion is still expected before the June 30 deadline.

Though the Board of Commissioners typically approves the audit before submittal, BOC approval is not required by the State of Michigan. As soon as the audit is received, it will be distributed to the BOC and submitted to the State and the other agencies who require a copy. A representative from Rehmann will make a presentation to the Board later in the summer.

Respread of Pension Costs: MERS was contacted on June 8, and we were told the final rate sheets would be provided to us by the end of the week. Again, as soon as the final numbers are received, every effort will be made to transform the rates into budget amendments quickly.

Policy Revisions: Admin Office staff has checked and rechecked the top-to-bottom reformatting of all 312 pages. The final product will be sent to the HR Committee at their next meeting.

### Additional Notes/Meetings

MIDC Grant Application Status: Our FY21 grant application was submitted to the Michigan Indigent Defense Commission on May 26. Of the 120 court systems in the state, our application was the 22<sup>nd</sup> received. Even still, due to SOM staffing furloughs, our application is not on the agenda for review at the June 16 MIDC meeting.

Also due to staff furloughs, the MIDC is not expected to meet again until August 18, at which point it is expected that our application will be reviewed and, with luck, approved as submitted.

RFP for Window Replacement in the Historic Courthouse: At the time of this writing, the Request for Proposal documents were nearly complete. We hope to publish the documents very soon to allow for a potential July contract award by the Board and installation in September/October.

Respectfully submitted,  
Janet Koch, County Administrator