



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, October 13, 2022, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE SEPTEMBER 28, 2022, REGULAR MEETING MINUTES
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Approval of the Claims (*A. Nyman, County Clerk*)
 - 2. Ease Benefit Administration System Agreement..... 4
 - 3. Catholic Human Services MOU..... 12
 - 4. Central Dispatch Vehicle Purchase Discussion
 - 5. Sheriff's Department Vehicle Purchase Discussion
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
September 28, 2022

The Finance and Appropriations Committee regular meeting was called to order by Chair Michael Musta at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, Gary Taylor, and Julie Theobald
Members Absent: None.
Also Present: Jami Bigger, Deputy County Administrator/HR Director; Megan Kujawa, Sr. Exec Admin Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield, County Administrator/ Equalization Director; and Roxanne Snyder, Register of Deeds.

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: G.5. TeleRad Camera System, G.6. Schneider Geospatial – Beacon Property Management Portal, G.7. AT&T Contract Extension Agreement, and G.8. Land Purchase

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the agenda, as amended. A vote was called, all in favor. Motion passed, 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Taylor and supported by Comm. Theobald to approve the September 8, 2022 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$388,548.82. A vote was called, all in favor. Motion passed, 4-0.

G.2. Year-to-Date Revenue and Expense Reports

A report was provided in the packet, no concerns.

Administrator, Mr. Porterfield noted that there will be budget amendments for the end of the year for the ARPA funds to be distributed accordingly.

G.3. Budget Amendment(s)

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve the budget amendments dated October 5, 2022. A vote was called, all in favor. Motion passed 4-0.

G.4. 2023 Budget Discussion

Comm. Musta and Comm. Potter briefly discussed with Administrator, Mr. Porterfield, and Deputy Administrator, Ms. Bigger, on some increases/decreases in some department's benefit lines. Ms. Bigger informed the committee that those increases or decreases that they are seeing are related to health insurance costs and the changes in the employee roster along with wage increases and retirement costs. Mr. Porterfield highlighted that these worst case scenario numbers.

Mr. Porterfield noted that Ms. Bigger and himself are continuing to meet with and go over the Sheriff Department's budget thoroughly. They also noted a few recent changes that need to be incorporated into the budget.

Comm. Potter asked that Mr. Porterfield and Ms. Bigger look into the PA11 line items as there looks to be some concerns on a couple of increases and decreases. Ms. Bigger stated that she will investigate and adjust the numbers accordingly.

Ms. Bigger informed the committee that the Building Department Assistant that is going to the full board is not included or the \$1.00 raise for the Bailiffs. At the next HR meeting there will be a position discussion and adjustments for Central Dispatch and Emergency Management.

Comm. Taylor asked that Mr. Porterfield and Ms. Bigger look into the contract with MMR for discussion at the next meeting.

G.5. TeleRad Camera System

A motion was made by Comm. Potter and supported by Comm. Taylor to forward to the full board a recommendation to approve the proposed TeleRad quote for a camera system at the Jail in the amount of \$442,250.00, with payment to come from ARPA funds.

Chair Musta, informed the committee that this was forwarded to the Finance Committee from the ARPA committee, it is a much needed upgrade for the Sheriff's Department to increase security and safety measures and that if the County was to build a new building that the system would be able to expand to the new building as well.

Mr. Porterfield stated that he recently discovered there is a grant through MMRMA to help with up to \$100,000.00 of costs for the system.

A vote was called, all in favor in favor. Motion passed, 4-0.

G.6. Schneider Geospatial – Beacon Property Management

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve the proposed quote from Schneider Geospatial in the amount of \$20,268.00, with payment to come from ARPA funds.

Chair Musta, informed the committee that this was forward to the Finance Committee from the ARPA committee, it is a much needed upgrade for the County website and many people use this service.

A vote was called, all in favor. Motion passed, 4-0.

G.7. AT&T Contract Discussion

A motion was made by Comm. Potter and supported by Comm. Taylor to forward a recommendation to the full board to approve the 12 Month Service Agreement Term Extension for Centrex Account 231-779-3148.

Deputy Administrator, Ms. Bigger, informed the committee that they were recently informed that this account was out of contract, and it is a contract that we do need to have with AT&T. Entering into the agreement would save the county roughly \$690/month.

A vote was called, all in favor. Motion passed, 4-0.

G.8. Land Purchase

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve the purchase of a ½ acre parcel across the Sheriff’s Department from the Cadillac First Nazarene Church, in an amount not to exceed \$6,000.00 from ARPA funds.

Mr. Porterfield stated that this parcel is adjoining to the other previously purchased parcels.

A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR’S COMMENTS

Mr. Porterfield had no further discussion, but stated he wanted to extend his appreciation for everyone working together on the budget.

Ms. Bigger informed the committee that she is working with Drew to get the employee benefit portal up and running for open enrollment and will be presenting an agreement at the next finance meeting.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Theobald to adjourn the meeting at 4:31 p.m.

Michael Musta, Chairman

Megan Kujawa, Recording Secretary

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

FROM: Administration
FOR MEETING DATE: October 13, 2022
SUBJECT: Ease Benefit Administration System

SUMMARY OF ITEM TO BE PRESENTED:

Following is agreement for your consideration with Benefit Profiles Inc. to provide a benefit administration system called Ease. Ease makes it simple to set up and manage benefits, onboard new hires, stay compliant, and offer employees one destination for all their human resources information.

Initial Ease build, training, ongoing and renewal support will cost \$3,000 annually billed at initial build and future renewals. Some of these costs can/will be offset by certain carriers. We will find out more information on that during our renewal meeting next week.

The agreement has been reviewed and approved by legal counsel.

RECOMMENDATION:

Administration Recommends the Finance Committee forward a recommendation to the full board to approve the agreement of mutual understanding with Benefit Profiles Inc.

AGREEMENT OF MUTUAL UNDERSTANDING

AGREEMENT dated as of _____ by and between _____, with a principal place of business at _____, (the "Company") and Benefit Profiles Inc, 500 Cascade West Parkway, Suite 160, Grand Rapids, MI 49546 ("General Agent").

WHEREAS, the General Agent has been retained by the Company to provide various consulting and brokerage services related to certain of the Company's welfare benefit plans;

WHEREAS, the Company desires the General Agent to provide certain enrollment assistance with respect to the Company's group health insurance plans (the "Services");

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Company Obligations. Company will deliver to General Agent, in a format and medium acceptable to General Agent, such enrollment data, including without limitation names of additions, terminations and changes for the Company's group benefit plans, with respect to which Company and General Agent have specifically agreed that General Agent will provide assistance as Services contemplated under this Agreement. Company will be solely responsible for the timely delivery of the information and the accuracy of the data provided and will provide such information to General Agent in a manner consistent with applicable state and federal privacy and security laws. Company will designate by position or name the person or persons responsible for providing General Agent with such information and shall advise General Agent if such designation changes. Company will take all steps as are necessary to provide General Agent with access to any insurer's data system, including, without limitation, signing such forms as may be required by such insurer.
2. General Agent Obligations. The General Agent agrees to exercise all reasonable efforts to assist Company with the Services contemplated by this Agreement. General Agent has executed a Business Associate agreement for the benefit of Company's group health plan. General Agent agrees to abide by the terms of such Business Associate agreement at all times and without limiting the foregoing specifically with respect to the handling of such enrollment data, if any, which will be considered protected health information (as such term is defined under the Health Insurance Portability and Accountability Act).
3. Representations and Warranties. Each party represents and warrants, solely to and for the benefit of the other, as follows: (i) it has the full corporate right, power and authority to enter into this Agreement and perform its obligations hereunder; (ii) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound; (iii) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against it in accordance with its term; and (iv) it will comply with all applicable laws, regulations and orders of any governmental authority of competent jurisdiction in its performance of this agreement.
4. Hold Harmless. Company hereby agrees to indemnify, defend and hold harmless General Agent, its affiliates, principals and agents and employees (together, the "General Agent Parties") from and against any and all liability, losses, damages, claims, expenses and costs of any kind whatsoever, including reasonable attorneys' fees, for claims that arise from the Company's failure to provide timely delivery of accurate data in a secure manner (as required under Section 1 of this Agreement) to the General Agent to permit the General Agent to process enrollments, dis-enrollments, and coverage changes, renewals or terminations. The Company recognizes that the General Agent is not a licensed Third Party Administrator and, therefore,

cannot make these changes unilaterally for the Company – rather they are made by General Agent through the insurance carrier only upon the Company’s express direction.

5. Term. This Agreement shall remain in force during the period in which General Agent continues to provide Services contemplated herein for the Company. This Agreement will automatically terminate upon the appointment by Company of an entity other than General Agent as broker of record for the insurance products to which the services contemplated herein relate and shall also terminate upon written notice by either party to the other; provided that, the provisions of Section 4 shall survive any termination of this Agreement.

6. Relationship of Parties. The parties hereto are independent contractors for all purposes hereunder. Nothing in this Agreement shall be construed to create any other relationship between the parties, including one of employment, partnership or joint venture, and except as otherwise provided herein, no party shall have any authority to bind the other party in any respect.

7. Amendment and Waiver. This Agreement shall not be changed, amended, modified or revised in any manner, or any condition hereof waived, except by writing signed by both parties hereto.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Michigan as applied to agreements entered into and to be performed entirely within Michigan between Michigan residents, notwithstanding the actual residence of the parties.

Company Name

Benefit Profiles Inc

X _____

X Tammy Healey

By: _____

By: Tammy Healey

Its: _____

Its President/Director

Date: _____

Date: _____

Benefit Profiles Inc

Eligibility/Enrollment Processing -- Terms and Conditions

1. Title, Use and Scope of License:

1.1 Benefit Profiles Inc ("BPI") agrees to build and maintain a benefit administration system for use by the insurance agency and its employees, client and its employees.

1.2 Benefit Profiles Inc ("BPI") agrees to receive, process, and transmit to the appropriate insurance carriers' information regarding eligibility and enrollment for the applicable coverages ("Client Data"). BPI will communicate the scope of carriers and coverages it will process.

1.3 As more fully set forth in Article 2, Client has sole responsibility of Client's methods for collecting and transmitting Client Data. Client acknowledges that Client and/or the Users are solely responsible for the accuracy, quality and legality of all Client Data provided to BPI and that BPI has no responsibility for the Client Data.

1.4 All Client Data shall remain the sole property of Client or its User(s) and BPI does not acquire any rights to the Client Data. Upon termination of this Agreement, BPI has no obligation to maintain copies of the Client Data or provide Client and/or User(s) with copies thereof, and unless legally prohibited, BPI may delete Client Data from its systems. Notwithstanding any other provision herein, BPI shall have the right, and Client hereby grants to BPI a royalty-free, non-exclusive license to access, compile, aggregate and use Client Data for statistical analysis, benchmarking and research purposes, provided that Client Data is compiled and presented in aggregate form only, without identifying or being capable of identifying (i) the source of the Client Data; (ii) any employee, enrollee, subscriber, beneficiary, or other individual; or (iii) an employer, trade group, or insured. To the extent any Client Data is compiled or aggregated by BPI in accordance with the terms herein (collectively, the "Aggregate Data"), such Aggregate Data will be owned solely by BPI and may be used by BPI for any lawful business purpose without a duty of accounting to Client.

2. Maintenance, Duties and Obligations:

2.1 Client and its Users are responsible for transmitting Client Data accurately to BPI and auditing the Outputs of any data-collection method utilized by the Client. BPI (or in some cases the Suppliers) shall transmit the Client Data directly to Carrier(s). For purposes of clarification, "Output" shall be defined as Carrier bills, payroll deduction files, and determination of coverage, premiums, and effective dates of coverage pursuant to individual Carrier rules and contracts, costs, plan descriptions, etc. including but not limited to COBRA, health, life, retirement, disability, and third party materials. For purposes of this Agreement, such Client audits must be within the grace period a Carrier will retroactively adjust an enrollment after its discovery. Client acknowledges that accuracy of any information entered into the Benefit Administration System remains the sole responsibility of the Client. Client acknowledges and agrees that Client has the sole responsibility for auditing the Output and that Client is responsible for identifying any mistakes in the Output even if such mistakes are the result of the use of BPI's services. Client agrees to hold BPI harmless for any and all claims, premium payments, payroll errors or other damages resulting from inaccurate enrollment by Carrier(s), third party administrators, third party materials, or other providers. Client agrees that this regular audit requirement is reasonable due to errors which may arise from its data-collection methods.

2.2 Where applicable, Client is responsible for providing access to its account information for the insurance carriers. These requirements will be outlined on the System Order Form.

3. Warranties and Disclaimers:

3.1 These services are provided by BPI on an “AS IS” and “AS AVAILABLE” basis. BPI does not warrant that BPI will meet Client’s requirements, will achieve any particular result, operate without interruption, is error free or an existing service will continue to function or be supported. BPI will perform any Services in a professional manner consistent with industry standard practices. BPI’s has no liability for breach of a warranty contained in this Section 3.1 with respect to any of the Services, to re-perform the Services.

3.2 BPI warrants that it has the right to perform these services for the Client and agrees to transfer to Client all its rights to indemnification by the BPI in the event of any claim arising from a third party for the actual or alleged infringement by BPI of the rights of third parties, provided that Client notifies BPI in writing within 72 hours of the receipt by Client of any such claim or notice of any such claim and permits BPI upon request to assume and control the defense or settlement thereof. Client agrees to cooperate with BPI in every reasonable manner in the defense of such claim.

3.3 BPI may incorporate certain materials, services, products, etc. owned or provided by third parties (“Third Party Materials”). BPI CANNOT AND DOES NOT WARRANT (EXCEPT FOR BPI’S WARRANTY THAT IT HAS ALL RIGHTS NECESSARY TO USE AND ACCESS THE THIRD PARTY MATERIALS IN CONNECTION WITH the Benefit Administration System), AND BPI DISCLAIMS ANY AND ALL WARRANTIES REGARDING THIRD PARTY MATERIALS, INCLUDING THE SECURITY OF THE DATA, COMPLETENESS OR ACCURACY THEREOF, ACCURACY OF DATA SUPPLIED TO THIRD PARTIES BY Benefit Administration System, FITNESS FOR USE, COMPLETENESS OF CALCULATIONS, BENEFITS PAID OR PROMISED ORELIGIBILITY.

3.4 Client or Users may use Third Party Materials which requires BPI to grant third parties access to confidential data. While BPI makes every effort to complete a thorough integration with third parties, data integrity may be lost, not transformed properly or not transferred; therefore, it is Client and Users responsibility to audit all data transferred through third party integrations. All third party access to The Benefit Administration system data is subject to the limitations found in Section 1.3. Client acknowledges that BPI has not conducted a review of third parties and that the inclusion in the Benefits Administration System of such third party material is not an endorsement of the service or product or evidence of the suitability, quality, security, etc. of the Third Party Materials. BPI RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE THIRD PARTY SERVICE OR PRODUCT AT ANY TIME.

4. DISCLAIMER OF OTHER WARRANTIES AND LIMITATION OF LIABILITY:

4.1 THE WARRANTIES SET FORTH IN 3.1 AND 3.2 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 CLIENT’S REMEDIES AND BPI’S LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES AND LIABILITIES SET FORTH IN SECITONS 3.1, 3.2 AND 6.3 OF THIS AGREEMENT. IF NOTWITHSTANDING THE ABOVE CLIENT IS ENTITLED TO RECOVER DAMAGES FOR ANY REASON, THEN IN THE AGGREGATE OWNER SHALL ONLY BE LIABLE FOR THE AMOUNT OF ANY ACTUAL LOSS OR DAMAGE WHICH IS NOT IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY CLIENT TO OWNER UNDER THIS AGREEMENT DURING THE THREE MONTH PERIOD PRIOR TO CLIENT’S WRITTEN NOTICE TO OWNER OF ITSCLAIM.

4.3 EVEN IF CLIENT'S EXCLUSIVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSES, BPI SHALL NEVER BE LIABLE UNDER THIS AGREEMENT TO CLIENT OR OTHERS FOR ANY ECONOMIC LOSS OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS PROFITS OR SAVINGS) OR INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BPI'S OWN NEGLIGENCE), LAW OR EQUITY AND REGARDLESS WHETHER BPI IS INFORMED OF THEIR POSSIBILITY. IN ADDITION TO THE ABOVE, CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT BPI SHALL NEVER BE LIABLE FOR ANY MONETARY DIFFERENCES BETWEEN CARRIER BILLS AND THE BENEFIT ADMINISTRATION SYSTEM OUTPUT OR DAMAGES OR LOSSES RESULTING FROM INCORRECT PAYROLL DEDUCTIONS AND BPI SHALL HAVE NO LIABILITY FOR ACTIONS OF THIRD PARTIES OR SUPPLIERS.

5. TERM AND TERMINATION:

5.1 The term of this Agreement commences on its effective date of the System Order Form and will remain in effect for the duration of time BPI provides these services to Client.

6. BUSINESS ASSOCIATE AGREEMENT, REQUIREMENT AND PROVISIONS:

6.1 Scope and Purpose. To the extent BPI or Client is considered a Business Associate or any User or other entity for purposes of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations, as the same may be amended from time to time ("HIPAA"), with respect to any Agreement, the Business Associate provisions set forth below (the "BA Provisions") will, in addition to the other confidentiality obligations set forth herein, apply to the performance of such party. The parties will amend the BA Provisions, when necessary to comply, and to enable all Users or entities to comply, with HIPAA. However, Client acknowledges that any such changes may require technical modifications to the Benefit Administration System or the Services, for which BPI must be compensated. The parties will mutually agree upon any such compensation before amending these Master Terms & Conditions, and BPI will not be required to implement any technical modifications or deliver any additional functionality under this Section prior to the parties' mutual written agreement regarding the feasibility of the requested changes and the fees to be paid to BPI. Any term used but not defined in these BA Provisions will have the meaning given to it under HIPAA.

6.2 BA Obligations of the parties with respect to PHI.

6.2.1 Obligations. With regard to use and/or disclosure of PHI, each party will:

6.2.1.1 Not use or further disclose PHI other than as permitted or required by these BA Provisions or as required by law;

6.2.1.2 Use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by these BA Provisions and to reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of any User or entity;

6.2.1.3 Report to the applicable User or entity (a) any use or disclosure of PHI not provided for by these BA Provisions, or (b) any Security Incident, as defined in 45 C.F.R. 164.304 (as modified by or interpreted under any subsequent guidance issued by the federal Department of Health and Human Services), of which it becomes aware;

6.2.1.4 Require all of its subcontractors and agents that receive or use, or have access to, PHI under this Agreement, to agree, in writing to the same restrictions and conditions on the use and/or disclosure and safeguarding of PHI that apply to it pursuant to these BA Provisions;

6.2.1.5 Make available PHI necessary to Users or entities to respond to individuals' requests for access to PHI about them in the event that the PHI in its possession constitutes a Designated Record Set;

6.2.1.6 Make available PHI for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule in the event that the PHI in its possession constitutes a Designated Record Set;

6.2.1.7 Make available the information required to provide an accounting of disclosures in accordance with the Privacy Rule;

6.2.1.8 Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining a User's or entity's compliance with the Privacy and Security Rules; and

6.2.1.9 Return to the applicable User or entity or destroy, within ninety (90) days of the termination of these BA Provisions, the PHI in its possession as a result of this Agreement and retain no copies, if it is feasible to do so. If return or destruction is infeasible, it will extend all protections contained in these BA Provisions to its use and/or disclosure of any retained PHI, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

6.2.2 Permitted Uses and Disclosures of PHI. Except as otherwise specified in these BA Provisions, each party may make any and all uses and disclosures of PHI to the extent directly related and necessary to perform its obligations under the Agreement, including by way of example and not limitation, each party may:

6.2.2.1 Use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities;

6.2.2.2 Disclose the PHI in its possession to a third party for the purpose of its proper management and administration or to carry out its legal responsibilities, provided that the disclosures are required by law or it obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule;

6.2.2.3 Provide Data Aggregation services relating to the health care operations of the applicable User or entity; and

6.2.2.4 De-identify any and all PHI obtained hereunder and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

6.2.3 Termination: Upon receipt of notice from a User or entity asserting any material breach of these BA Provisions, Client and BPI shall work cooperatively together and with such User or entity promptly to cure such breach. If the parties fail to cure such breach in a reasonable time to the User's or entity's satisfaction, User or entity may terminate all Agreements involving such User or entity and the use or disclosure of PHI.

6.2.4 Survival. Sections 6.1 and 6.2 of these BA Provisions shall survive termination of this Agreement and continue indefinitely solely with respect to any PHI that the party retains in accordance with Section 6.2.1.9 above.

7. GENERAL:

7.1 All notices required to be given by this Agreement shall be in writing. Notice will be deemed given when personally delivered to the party's authorized representative, or sent by reputable overnight courier or by certified mail, postage prepaid, return receipt requested to the address for each party set

forth above. A notice sent by overnight courier or by certified mail will be deemed given on the date of receipt or refusal of receipt.

7.2 This Agreement and any attachments or amendments hereto: (i) constitute a fully integrated contract and state the entire agreement between the parties and supersede and merge any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together state the entire understanding and agreement upon which BPI and Client rely respecting the subject matter of this Agreement; (ii) may be amended or modified only in a writing agreed to and signed by the authorized representatives of the parties; (iii) shall be deemed to have been entered into and executed in the State of Michigan and shall be construed, performed and enforced in all respects in accordance with the laws of that State; and (iv) any action or proceeding arising out of or related to this Agreement shall be instituted only in the courts of Kent County, Michigan.

7.3 Failure or delay on the part of either party to exercise any right, power, privilege or remedy in this Agreement will not constitute a waiver.

7.4 Nothing in this Agreement will place BPI and Client in a relationship whereby Client is the principal or agent of BPI for any purpose or has the authority to bind BPI in anyway.

7.5 If any provision of this Agreement is held or declared to be illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in the Agreement.

The parties to these Master Terms and Conditions have caused it to be duly executed and adoption is effective upon effective date of the System Order Form.

Client Name

Client Signature

Date

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

FROM: Administration
FOR MEETING DATE: October 13, 2022
SUBJECT: Catholic Human Services MOU – NMRE Grant

SUMMARY OF ITEM TO BE PRESENTED:

The Northern Michigan Regional Entity (NMRE) manages the Medicaid funding for behavioral health and substance use disorder (SUD) services in Wexford County.

Half of the County’s liquor tax revenue is directed to NMRE to fund a variety of SUD treatment and prevention services. Some of that revenue is available to the County through a grant process.

Circuit Court Judge Jason Elmore submitted a grant application to NMRE to fund a counselor who will visit both the Wexford and Missaukee jails. From the grant application completed by Judge Elmore: “This is a collaboration between Wexford and Missaukee Counties and Catholic Human Services. Funds will go to hire a dedicate substance use disorder treatment counselor.” The counselor will visit the Wexford County Jail 3 days a week and Missaukee County jail 2 days a week and provide treatment.”

The program’s long-term desired outcome (again, from the grant application) is to: “decrease recidivism of those in the criminal justice system in Wexford and Missaukee Counties based by 20% based on review of records maintained by the county clerks and the local Michigan Department of Corrections Probation Offices.”

Judge Elmore has received notice that the grant was approved by NMRE. (A copy of the grant application is available upon request.) Sarah Hegg, Catholic Human Services Clinical Supervisor for the Western and Southwestern Regions has indicated that the staff at Catholic Human Services will take care of the grant’s financial administration and quarterly reporting. Ms. Hegg has provided the attached Memorandum of Understanding for your consideration.

RECOMMENDATION:

Administration Recommends the Finance Committee forward a recommendation to the full board to approve the MOU with Catholic Human Services.

MEMORANDUM OF UNDERSTANDING

Catholic Human Services and Wexford County

The purpose of this memorandum is to demonstrate the responsibilities of Catholic Human Services as outlined in the liquor tax grant between Catholic Human Services and Wexford County, specifically Wexford County Jail.

Project Explanation:

This is a collaboration between Wexford and Missaukee Counties and Catholic Human Services. Funds will go to dedicate a substance use disorder treatment counselor who will visit Wexford and Missaukee County jails and provide treatment 3 days a week.

A designated licensed and credentialed substance use disorder clinician will provide an expansion of substance use disorder services in Wexford County Jail which includes substance use disorder treatment to pretrial inmates and post-conviction inmates. The clinician will provide weekly substance use disorder assessments and treatment based on jail and community correction referrals and recommendations.

The project will address the needs of expansion of ASAM levels of care to incarcerated individuals through delivery of evidence-based substance use disorder screening, assessment, treatment and case management services. The project will increase access, education and support to individuals with any identified diagnosis or risk of a substance use disorder while incarcerated. The project will also help sustain the development and implementation of SUD services to individuals incarcerated at Wexford and Missaukee jails while focusing on a reducing of recidivism, reduction of overdose and fatal overdoses as well as improved follow through of aftercare recovery-based services once individuals are released from jail.

Catholic Human Services agrees to the following short-term and long-term objectives as outlined in the liquor tax grant and will submit quarterly reports to NMRE and Wexford County indicating the following success and or barriers for the desired short and long-term outcomes:

Short term outcomes:

Increased access of SUD services to 100% of those in jail with a determined risk for relapse and or diagnosis of SUD . Develop and implement SUD screening protocols at booking to determine eligibility. Implement SUD screening to be coordinated with jail medical, CMH and CHS counselor for appropriate level of ASAM SUD services.

Long term outcomes:

Decrease recidivism of those in the criminal justice system in Wexford and Missaukee Counties based by 20% based on review of records maintained by the county clerks and the local Michigan Department of Corrections Probation Offices. Individuals that were provided SUD services while incarcerated will have an increase by 25% for follow through of SUD treatment in determined level of care (outpatient or residential) once released from jail based on consistent aftercare coordination of jail administration, jail medical and CHS counselor and providers.

Catholic Human Services will complete the Financial Status Report (FSR) as requested by Northern Michigan Regional entity and the quarterly reports required for the Public Act 2 (PA-2) funds. A copy of the quarterly report will be provided to a Wexford County designee.

Both parties agree to follow confidentiality guidelines regarding persons served and understand that by the nature of this MOU, both parties may exchange information as appropriate.

This memorandum of understanding will be in effect for October 1, 2022 through September 30, 2023.

Signatures:



9/28/2022



9/28/2022

Catholic Human Services
Chip Cieslinski – President/CEO
Sarah Hegg – Clinical Supervisor

Wexford County

Date

Wexford County

Date