

BOARD COORDINATOR GENESEE COUNTY BOARD OF COMMISSIONERS

1101 BEACH STREET, ROOM 312 FLINT, MICHIGAN 48502

> TELEPHONE: (810) 257-3020 FAX: (810) 257-3008

AMY ALEXANDER COORDINATOR

GOVERNMENTAL OPERATIONS COMMITTEE Monday, February 6, 2017, 9:00 a.m. AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. MINUTES January 23, 2017
- IV. PUBLIC COMMENT TO COMMITTEE
- V. COMMUNICATIONS
- VI. OLD BUSINESS
- VII. NEW BUSINESS
 - A. G020617VIIA: Circuit Court: Request approval to apply for a Bureau of Justice Assistance grant to increase the Adult Felony Program Attached
 - B. G020617VIIB: Circuit Court: Request approval of overnight travel for Judge Latchana, Jude Beagle, Ronda Judd, Susan Johnson and Traci Zoldos to attend the Michigan Association of Treatment Court Professionals Conference for the period of March 14-15, 2017 in Novi, MI at a cost not to exceed \$1,475 Attached
 - C. G020617VIIC: Probate Court: Request approval to extend the Mental Health Court Professional Services Contract between the County of Genesee (Probate Court) and Genesee Health System for an additional year Attached
 - D. G020617VIID: Prosecuting Attorney: Request approval of overnight travel for up to three (3) employees assigned to the Family Support Division to attend the Establishment of Support Conference for the period of March 22-24, 2017 at Crystal Mountain Conference Center, Thompsonville, MI at a cost not to exceed \$600 Attached (ROLL CALL VOTE REQUESTED)
 - E. G020617VIIE: Office of the Sheriff: Request approval to accept the 2014 Hazard Mitigation Grant funding for the county-wide siren project -- Attached

F. G020617VIIF: Information Technology: Request approval of the ATT pricing schedule for a telecommunication circuit providing fax and voice calling services at the McCree Building – Attached (ROLL CALL VOTE REQUESTED)

VIII. OTHER BUSINESS

Closed Session – Human Resources requests a closed session for the purpose of discussing strategy in connection with the negotiation of a collective bargaining agreement

IX. ADJOURNMENT

RICHARD B. YUILLE CHIEF JUDGE GENESEE COUNTY DRUG COURT 630 S. SAGINAW ST. · FLINT, MICHIGAN 48502 PHONE: (810) 424-4412 · FAX: (810) 257-3602

SUSAN JOHNSON SUPERVISOR

MEMORANDUM

TO: Bryant Nolden, Chairperson

Governmental Operations Committee

FROM: Susan Johnson, Drug Court Supervisor

RE: Bureau of Justice Assistance Grant Application Request

DATE: January 19, 2017

The Drug Court Office is seeking to apply to the above grant to enhance current drug court programing. We would like to increase our Adult Felony Program from 50 to 100 participants. The amount requested with be approximately \$216,667. With an in kind match from the county of \$54,167. In kind services will be accounting services that are provided by 7th Circuit Court not billed to any grant. The deadline for the grant is February 28, 2017. Attached is information about Bureau of Justice Assistance Grant.

OMB No. 1121-0329 Approval Expires 12/31/2018

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance



The <u>U.S. Department of Justice</u> (DOJ), <u>Office of Justice Programs</u> (OJP), <u>Bureau of Justice Assistance</u> (BJA) is seeking applications to establish or enhance drug court services, coordination, management of drug court participants, and recovery support services. This program furthers the Department's mission by providing resources to state, local, and tribal governments and state, local, and tribal courts to enhance drug court programs and systems for nonviolent, criminally involved persons with substance-use disorders, including those related to opioid substance-use disorders.

Adult Drug Court Discretionary Grant Program FY 2017 Competitive Grant Announcement

Applications Due: February 28, 2017

Eligibility

Eligible applicants are those that meet the following criteria:

For Category 1: Implementation and Category 2: Enhancement, applications will be accepted to support states, state and local courts, counties, units of local government, and federally recognized Indian tribal governments (as determined by the Secretary of the Interior) on behalf of a single jurisdiction drug court.

For **Category 3: Statewide**, applicants are limited to state agencies. State agencies include the state court administrative offices, state criminal justice agencies, and other state agencies involved with the provision of substance use disorder, mental health, or related services to criminal substance misusers such as the State Administering Agency (SAA), the Administrative Office of the Courts, and the State Alcohol and Substance Abuse Agency.

Note: Applicants must demonstrate that eligible drug court participants promptly enter the drug court program following a determination of their eligibility. BJA will not make awards to applicants whose drug courts require an initial period of incarceration unless the period of incarceration is mandated by statute for the offense in question. In such instances, the applicant must demonstrate that the person receives treatment services, if available, while incarcerated and begins drug court treatment services immediately upon release.

Applicants must also demonstrate that the drug court for which funds are being sought will not deny any eligible client access to the program because of their use of FDA-approved medications for the treatment of substance use disorders. Please see page 9 for additional information.

BJA will prioritize making awards to those jurisdictions who do not have an active BJA drug court award. BJA may also elect to fund applications submitted under this FY 2017 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Deadline

Applicants must register with <u>Grants.gov</u> prior to submitting an application. All applications are due by 11:59 p.m. eastern time on February 28 2017.

To be considered timely, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, in order to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP encourages all applicants to read this Important Notice: Applying for Grants in Grants.gov.

For additional information, see <u>How to Apply</u> in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via email to support@grants.gov. The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except federal holidays.

For assistance with any unforeseen Grants.gov technical issues beyond an applicant's control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the <u>How to Apply</u> section.

Grants.gov number assigned to this solicitation: BJA-2017-11320

Release date: December 20, 2016

RICHARD B. YUILLE CHIEF JUDGE GENESEE COUNTY DRUG COURT 630 S. SAGINAW ST. FLINT, MICHIGAN 48502 PHONE: (810) 424-4412 · FAX: (810) 257-3602

SUSAN JOHNSON SUPERVISOR

MEMORANDUM

TO: Bryant Nolden, Chairperson

Governmental Operations Committee

FROM: Susan Johnson, Drug Court Supervisor

RE: Drug Court Conference

DATE: January 19, 2017

Request travel to attend Michigan Association of Treatment Court Professionals Conference in Novi Michigan March 14th and 15th 2017.

Judge Latchana, Judge Beagle, Ronda Judd, Susan Johnson, and Traci Zoldos are planning to attend the conference. The cost of the conference is \$295 per person. The source of funding is the combined Adult and Family Dependency Drug Court Grants. Attached are registrations for the conference. The total cost is \$1475.

No County funds are required.

Thank you for your review and anticipated approval.

RegOnline® by Lanyon

Host Your Own Event

MATCP 2017 Annual Conference

Tuesday, March 14, 2017 8:00 AM (2017-03-14T08:00-06:00) - Wednesday, March 15, 2017 4:45 PM (2017-03-15T16:45-06:00) (Eastern Time)

Suburban Collection Showplace

46100 Grand River Novi, Michigan 48374 United States 248-348-5600 Event Details

Phone: 517-253-0896

Email Us

Your registration is complete.

A confirmation email has been sent to your group members.

Now, invite your friends and co-workers!



Please share this event on social media using the hashtag #MATCP2017

Personal Information

Registration iD:

98767505

Registrant:

Susan Johnson
Drug Court supervisor

7th Circuit Court/ Specialty Court

630 s saginaw st flint, MI 48502

Registration Date:

1/18/2017 9:38 AM

Registrant Type:

Attendee

Status:

Confirmed

Work Phone:

810-424-4412

Email:

susanjohnson@co.genesee.mi.us

Attendee Name as it would appear on the badge:

Susan Johnson



Agenda

Life Prescribed Movie and Lunch

(Details)

Selection: Attend Life Prescribed movie and receive lunch Tuesday, March 14, 2017 12:00 PM - 1:30 PM (Eastern Time)

Location: EMERALD ROOM Add to My Calendar

Fees

Attendee Event Fee

5 Quantity:

\$295.00 Unit Price: Amount: \$1,475.00

Subtotal: \$1,475.00

Total: \$1,475.00

Transactions

Previous Transactions

Transaction Amount

Date: 1/18/2017 Amount: \$1,180.00

Balance: \$1,180.00

Transaction Amount

1/19/2017 Date:

\$295.00 Amount: \$1,475.00 Balance:

Current Balance:	\$1,475.00
Payment Method:	Check

Payment Instructions

Pay online with a credit card at the time of registration.

Check payments are also accepted.

Check Payment Instructions:

- · Make check payable to: Michigan Association of Treatment Court **Professionals**
- Mail check to: 410 S. Cedar St., Suite A, Lansing, MI 48912
- Check payment must be received by March 1, 2017

Additional Group Members

- ✓ Ronda Judd
- ✓ Traci Zoldos
- ✓ Mark Latchana
- ✓ Duncan Beagle

Book your hotel online at: https://www.starwoodmeeting.com/Book/MATCP

Event Home | Event Contact Information |

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Quick, easy and affordable online event registration and event management software for all event sizes.

STATE OF MICHIGAN GENESEE COUNTY PROBATE COURT

Richard B. Yuille, Chief Judge of Probate Jennie E. Barkey, Presiding Judge of Probate F. Kay Behm, Judge of Probate Assigned to the Family Division of Circuit Court



Samuel A. Olson, Administrator/Probate Register Telephone: (810) 257-3528

Fax: (810) 257-2713

900 S. Saginaw Street, Room 502 Flint, Michigan 48502

To: Commissioner Bryant W. Nolden, Chairperson

> **Governmental Operations Committee** Genesee County Board of Commissioners

From: Sam Olson, Probate Court Administrator/Register

Date: January 19, 2017

RE: Proposed Extension to Mental Health Court Professional Services Contract

The Genesee County Probate Court is respectfully submitting a proposed extension to the Mental Health Court Professional Services Contract, executed in December 2015 for the time period October 1, 2015 – September 30, 2016, between the County of Genesee, acting through the Genesee County Probate Court, and Genesee Health System. The attached amendment represents the County's exercise of its option under paragraph 2.2 of the contract to extend Mental Health Court support services for an additional year.

The Mental Health Court has been operating through the Genesee County Probate Court since 2007, and is currently operating with over 50 participants. The execution of the proposed extension would serve to memorialize the agreement for the period October 1, 2016 -September 30, 2017 and the attendant support services currently being provided for Mental Health Court.

Attached to the present memorandum for review are the following:

- 1) Amendment to Professional Services Contract for extension of contract
- 2) The Contractor's Budget (Exhibit A) for extension period
- 3) Original Professional Services Contract

The proposed amendment has been reviewed and approved as to form by Corporation Counsel.

Thank you for your time and consideration in this matter.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, acting through the Genesee County Probate Court (the "Probate Court"), whose principal place of business is located at 900 S. Saginaw Street, Room 502, Flint, Michigan 48502 (the "County"), and Genesee Health System, a Michigan community mental health authority, whose principal place of business is located at 420 W. Fifth Avenue, Flint, Michigan, 48503 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution #15-508 issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on October 1, 2015, and shall be effective through September 30, 2016 (the "Initial Term").

2.2 Extension Terms

The Genesee County Board of County Commissioners (the "Board") has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

3. Purpose

This Contract is entered into for the purpose of coordinating mental health services provided to participants in the Genesee County Mental Health Court Program (the "Program") administered by the Probate Court. The Contractor acknowledges that the Program is funded through a grant from the Michigan State Court Administrator's Office (the "Grant").

4. Scope of Work

The Contractor agrees to coordinate mental health services provided to participants in the Program (the "Services"). Specifically, the Contractor shall:

- Review the daily jail booking report to find eligible participants for the Program.
- Screen potential participants to determine their eligibility for the Program.
- Arrange assessment of potential participants in the County Jail by the mobile crisis intervention and stabilization team.

- If the Program is appropriate for a participant, contact the Probate Court to conduct an arraignment of the new participant.
- Provide a representative with knowledge of the participant's treatment and medical history to attend court hearings before the Mental Health Court, and to report on the status of a participant's treatment and compliance with the Program.
- Notify the Probate Court in writing in the event that a participant is not complying with the Program.
- Provide written reports as required by, and complying with the forms provided by, the State Court Administrator's Office (the "SCAO").

5. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$46,965.00. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit A (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 5.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 5.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 5.3 The County will pay the Contractor quarterly in accordance with the Budget upon submission of financial reports as required by the Grant.
- 5.4 The Contractor shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the fiscal procedures provided by the SCAO. Any under-recovery of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- **Reports.** The Contractor agrees to submit timely, complete, and accurate reports as required by the terms of the Grant and identified in Exhibit B. The County will provide to the Contractor forms for all required reports.
- 7. Taxes. The County is a Michigan Municipal Corporation. The Contractor

acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

8. Contract Administrator

The contract administrator for this Contract is James Bauer, Probate Court Administrator (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

9. Warranties

The Contractor warrants that:

- 9.1 The Services will be performed in accordance with generally acceptable practices in the mental health care industry.
- 9.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 9.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 9.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

10. Suspension of Work

10.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

10.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

11. Termination

11.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

11.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

11.3 Termination for Convenience

Either Party may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

11.4 Termination for Lack of Funding

If the Grant funding the Program is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12. Equipment Purchased with Grant Funds

12.1 Reporting

The Contractor agrees that any Equipment purchased for the performance

of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

12.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

13. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

14. Confidential Information

14.1 Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to possible disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act."

14.2 Confidential Information

14.2.1. The Parties shall ensure that medical services to, and information contained in the medical records of persons served under the provisions of this Contract or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the Services provided under this Contract, shall remain confidential. Such information shall not be disclosed without the written consent of either the patient or a person responsible for the patient, except as may otherwise be

required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly identify particular individuals.

14.2.2. The Parties shall remain in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and applicable confidentiality provisions of the Michigan Mental Health Code, to the extent that this Act and these regulations are pertinent to the Services. This obligation survives termination of this Contract, and shall remain effective as long as either Party maintains records arising out of the Services that are covered by the Act and the regulations.

15. Intellectual Property

- 15.1 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Contractor under this Contract shall belong to the SCAO and are subject to patent or copyright only by the SCAO. The SCAO shall have the right to obtain from the Contractor original materials produced under this Contract and shall have the right to distribute those materials.
- 15.2 When activities supported by this Contract produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such materials, but shall acknowledge that the SCAO reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, and to authorize others to reproduce and use such materials. This publication right does not include service recipient information or personal identification data.
- 15.3 Any materials bearing the name of the SCAO, the County, or any County court or agency must be approved by the named agency prior to reproduction and use.
- 15.4 The Contractor agrees to promptly disclose in writing to the Contract Administrator and the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Contractor or Contractor's employees or agents while engaged in activity under this Contract. As to each such disclosure, the Contractor shall specifically point out the features or concepts that are new or different.
- 15.5 The SCAO shall have the right to request the assistance of the Contractor and its employees or agents in determining and acquiring copyright, patent, or other such protection at the SCAO's request.

16. Audit Rights

16.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

16.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

16.3 Audit

The Contractor agrees that the County, the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives may examine the Contractor's records to ensure compliance with the terms of this Contract and with the terms of the Grant.

16.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

17. Identity Theft Prevention

- 17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 17.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

18. Insurance Requirements and Allocation of Liability

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

18.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

18.2 Allocation of Liability

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to nor will it be interpreted as giving either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

19. Religious Activities; Limitation on Use of Funds

The Contractor agrees that Program funds will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the Contractor refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or service. If participation in a non-federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Contractor agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

20. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

21. General Provisions

21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 21.1.1. The Contract This Professional Services Contract
- 21.1.2. Exhibit A The Contractor's Budget
- 21.1.3. Exhibit B Required Reports
- 21.1.4. Exhibit C The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

21.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

21.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

Approved as to form:

Chief Asst. Corporation Counsel-Civil Division

EXHIBIT A The Contractor's Budget

\$21,180
\$18,685
\$8,800
\$300

Total: \$46,965

EXHIBIT B Reports Required from the Contractor

Financial Status Report with Quarterly Expenditures, due quarterly on January 10, April 10, July 10, and October 10 of each contract year. This report must include supporting documentation for the following:

- Salary Report
- Fringe Benefit Report
- Travel and Expense Report

EXHIBIT C Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: Mental Health Court/GHS

Coverages Required	Limits (Figures denote minimums)
X 1. Workers' Compensation	Statutory limits of Michigan
X 2: Employers' Liability	\$100,000 accident/disease
	\$500,000 policy limit, disease
`	Including Premises/operations
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate
X 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
6. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
7. Contractual liability	\$1,000,000 general aggregate (gen. agg.)
X 8. Automobile liability	\$1,000,000 combined single limit each accident-
7 O. Addothobile hability	Owned, hired, nonowned
9. Umbrella liability/Excess Coverage	\$,000,000 BI & PD and PI
X 10 Genesee County named as an additional insure	ed on other than workers' compensation and professional
liability via endorsement. A copy of the	e endorsement or evidence of blanket Additional Insured
language in the policy must be include	
11. Other insurance required:	
X 12. Best's rating: A VIII or better, or its equivalentX 13. The certificate must state bid number and title	(Retention Group Financial Statements)
Insurance A	gent's Statement
I have reviewed the requirements with the bidd	der named below. In addition:
The above required policies carry the follo	wing deductibles:
;	·
Liability policies are occurrence	_ claims made
Insurance Agent	Signature
msdrance Agent	Oignataro
Bidder's I understand the insurance requirements and will	s <u>Statement</u> comply in full if awarded the contract.
Bidder Signature	

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment is effective October 1, 2016, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the Genesee County Probate Court, and Genesee Health Systems, a Michigan community mental health authority, whose principal place of business is located at 420 W. Fifth Avenue, Flint, Michigan, 48503 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective October 1, 2015 (the "Agreement"), pursuant to which the Contractor would coordinate mental health services to the participants in the Genesee County Mental Health Court Program; and

WHEREAS, the County wishes to exercise its option under paragraph 2.2 of the contract to extend the services for an additional year.

NOW THEREFORE, the Parties agree as follows:

CENECEE HEALTH CVCTEMC

- 1. The Term of the Agreement is hereby extended by a period of one year, ending at 5:00 P.M. on September 30, 2017.
- 2. The Agreement shall incorporate the Contractor's Budget, attached as Exhibit A to this amendment, for the one year extension period.

COLINITY OF GENESEE

3. The remaining terms of the Agreement remain unchanged and in full effect.

GENESEE HEALTH STSTEMS	COUNTY OF GENESEE	
Ву:	Ву:	
Danis Russell	Mark Young, Chairperson	
Chief Executive Office	Board of County Commissioners	
Date:	Date:	
Approved as to form:		
Corporation Counsel		

EXHIBIT A The Contractor's Budget

Diane Breckenridge salary/benefits: \$40,658 Sarah Zimmerman salary: \$22,100 Travel: \$200

TOTAL \$62,958



OFFICE OF THE PROSECUTOR GENESEE COUNTY COURTHOUSE 900 S. SAGINAW STREET FLINT, MICHIGAN 48502 ADMINISTRATION (810) 257-3210 FAMILY SUPPORT (810) 257-3240 WARRANT DIVISION (810) 257-3165 CRIMINAL DIVISION (810) 257-3232

TO: HONORABLE BRYANT W. NOLDEN, CHAIRMAN

GOVERNMENTAL OPERATIONS COMMITTEE,

GENESEE COUNTY BOARD OF COMMISSIONERS

FROM: GEORGE R. DEMEO II,

MANAGING ASSISTANT PROSECUTING ATTORNEY

GENESEE COUNTY PROSECUTOR'S OFFICE

DATE: JANUARY 30, 2017

RE: AGENDA ITEM FOR FEBRUARY 9, 2017, GOC MEETING

TRAVEL / TRAINING EXPENDITURE REQUEST TO ATTEND:

"ESTABLISHMENT OF SUPPORT CONFERENCE". March 22 -24, 2017

Crystal Mountain Conference Center, Thompsonville, MI

ROLL CALL VOTE REQUESTED

The purpose of this request is to seek approval for the payment of registration and lodging / meal expenses for up to three (3) employees, assigned to the Family Support Division, to attend the above-referenced conference.

The total amount to be expended will not exceed \$600., and the funds are currently in the Fiscal 2016 -17 Genesee County Prosecutor's IV-D Cooperative Reimbursement Contract Budget for training, so NO ADDITIONAL COUNTY APPROPRIATION is required.

To facilitate timely registration and payment, a ROLL CALL VOTE is requested.

Thank you for your consideration in this matter.

Respectfully Submitted,

George R. DeMeo II,

Managing Assistant Prosecuting Attorney

Genesee County Prosecutor's Office, Family Support Division



Office of Genesee County Sheriff

Emergency Management/Homeland Security SHERIFF ROBERT J. PICKELL

David Stamm Emergency Management Manager (810) 257-3064 (810) 237-6169 (fax)

Undersheriff Christopher Swanson 1002 S. Saginaw, Flint, MI 48502 (810) 257-3407 (810) 257-3077 (fax)

To:

Bryant Nolden, Chairperson

Government Operations Committee

From:

Sheriff Robert Pickell

Date:

February 1, 2017

Re:

Acceptance of 2014 Hazard Mitigation Grant Funding

The Office of Genesee County Sheriff's Emergency Management/Homeland Security was notified that the request for funding through the 2014 Hazard Mitigation Grant was approved.

The Hazard Mitigation Funding is an approximate 75/25 funding split. FEMA reimburses 75% of the allowable costs. This project could potentially bring \$512,100.000 of grant funding into Genesee County to support the warning of citizens during severe weather and other emergencies.

As a county-wide project, Genesee County would act as the fiduciary agent. Initially, all project costs would be covered locally by each jurisdiction, and the State would provide reimbursements through Genesee County to the local jurisdictions. There would be no County funds used to support this project. As the fiduciary agent, the County would be responsible for posting a Request for Proposals for the project on behalf of the local jurisdictions.

I am requesting approval to accept the 2014 Hazard Mitigation Grant funding for the county-wide siren project.



Genesee County Information Technology

1101 Beach Street, 2nd Floor Flint MI 48502 Christopher A. Newell, CIO

Phone: (810) 237-6103 Fax: (810) 257-3380

TO: Bryant Nolden, Chairperson – Government Operations Committee

Genesee County Board of Commissioners

FR: Christopher A. Newell, CIO

DT: January 31, 2017

RE: ATT Telecommunications Contract.

Attached, please find the ATT pricing schedule for a telecommunication circuit providing fax and voice calling services at the McCree Building (also serving as a backup to other County locations.)

This is a routine renewal of the periodic service agreement for this circuit and there is no change in rate from the prior agreement period. The monthly recurring charge is \$705.00. The contracted rate is typically 20-30% of the month-to-month "uncontracted" rate.

I am requesting Board approval to accept the pricing schedule on behalf of the County.

A roll call vote is requested on this matter.



AT&T MA Reference No. 1001216UA

Customer	AT&T
	- · · · · · · · · · · · · · · · · · · ·
GENESEE COUNTY	AT&T ILEC Service-Providing Affiliate
1101 BEACH ST	
FLINT, MI	
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Carlotta Brown	Name: JAY
Title: Engineer	Street Address: 23500 NORTHWESTERN HWY W-216
Street Address: 1101 Beach	City: SOUTHFIELD
City: Flint	State/Province: MI
	Zip Code: 48075 Country: USA
State/Province: MI	Telephone: 2482278297 Fax: 2482918875
Zip Code: 48502	Email: jv8204@att.com
Country: USA	Sales/Branch Manager: Roger Blake
Telephone: 8102376100	SCVP Name: John Stuhrenburg
Fax:	Sales Strata: Gov Ed Sales Region: Midwest
Email: cbrown@co.genesee.mi.us	With a copy (for Notices) to:
Customer Account Number or Master	AT&T Corp.
Account Number: 810R410666	One AT&T Way
Account Number: 6161(416666	Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Team
	Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicab	le)
Name: Company Name:	
Agent Street Address: City: State: Zip Code:	
Telephone: Fax: Email: Agent Code	

This ISDN Prime Service with DS1 Service Pricing Schedule is a Pricing Schedule under the Master Agreement between AT&T and Customer, and is part of such Agreement. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

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1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Comba	ICDM Division (DDI) Combined the DC1 Combined	
Service	ISDN Prime (PRI) Service (with DS1 Service)	
Service Provider (Check one option only)	Service Publication (incorporated by reference)	Service Publication Location
AT&T Illinois	AT&T Illinois Guidebook, including Part 17 Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/in/index.html
AT&T Michigan	AT&T Michigan Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
AT&T Ohio	AT&T Ohio Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/oh/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 17, Section 2 and Part 15, Section 3	http://cpr.att.com/guidebook/wg/index.html

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term	24 months
Pricing Schedule Term Start Date	When only New Service is included in this Agreement: at Cutover of the first Service Component
	Existing Services are included: on the Effective Date (This applies even when new Service Components are added.)
Effective Date of the Rates and Discounts	Pricing Schedule Term Start Date
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Expiration or Termination of Pricing Schedule Term	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until end of Pricing Schedule Term

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4. CUSTOMER'S CURRENT ORDER

4.1 Order

	M. N 1 - 1 - 1 / A O. 1 - (All Combres Comments and a 11 / a D. 1 / a Colon I I a comment (11 / a I I I I A	
Order:	New install(s) Only (All Service Components under this Pricing Schedule are new installs)	
(Select one)	Demonstration of the Head Acts / Att	
(Select offe)		
	Existing Service Included (Some or all Service Components under this Pricing Schedule already installed)	
	Existing Circuit ID(s):	
	Requested Installation Date(s)* for new Service Components, if applicable:	
	Requested installation date(s) for new service components, if applicable.	
	If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreemen	
	dated , entitled .	
	, , , , , , , , , , , , , , , , , , , ,	
*Except as othe	erwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this	
	Il be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the	
Services or AT&	Services or AT&T causes delay.	
Host/Remote, Service Number Portability or Foreign Yes# No		
Exchange (FX)	#If Yes, Central Office CLLI Serving the Circuit Site Address: FLNTMIMNDS1	
	#If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage	
	mile) as listed in section 4.2 below must apply.	

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Total Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Port (ZPQZD)	1	\$288.00	\$288.00	\$0.00
Unlimited Local Usage (Switch Utilization) (UTW)	1	\$295.00	\$295.00	\$0.00
DS1 Local Distribution Channels (LDCs) (TZ4X1/2/3 - IN, MI, OH, WI)	1	\$112.00	\$112.00	\$0.00
DS1 Channel Mileage (per mile), if applicable ([Select One])	0	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) ([Select One])	0	\$0.00	\$0.00	\$0.00
ISDN Calling Name ID (NM1PG)	1	\$10.00	\$10.00	\$0.00
DID Numbers, per number (LTG6X)	0	\$0.10	\$0.00	\$0.00
Total Charges for ISDN PRI Ports, Unlimited L ID and DID Numbers:	ocal Usage,	LDCs, Calling Name	\$705.00	\$0.00
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.				

4.3 Subsequent DID Numbers, Calling Name ID and/or Caller ID. Customer and AT&T may agree to add DID Numbers and/or ISDN Calling Name ID under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

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4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	1101 BEACH ST	FLINT
2	0	[N/A or Enter Service Location address]	[N/A or Enter City]
3	0	[N/A or Enter Service Location address]	[N/A or Enter City]
4	0	[N/A or Enter Service Location address]	[N/A or Enter City]
5	0	[N/A or Enter Service Location address]	[N/A or Enter City]
6	0	[N/A or Enter Service Location address]	[N/A or Enter City]
7	0	[N/A or Enter Service Location address]	[N/A or Enter City]
8	0	[N/A or Enter Service Location address]	[N/A or Enter City]
9	0	[N/A or Enter Service Location address]	[N/A or Enter City]
10	0	[N/A or Enter Service Location address]	[N/A or Enter City]

(If additional locations apply, please attach on a separate page. BTNs and CLLI may be attached separately instead of addresses.)

5. ADDS

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 6 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

6. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

7. GENERAL TERMS

If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:

- (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
- (ii) (a) a term equal to or greater than the remainder of the Pricing Schedule Term, and (b) the Service Components, Quantities and Rates for replacement agreement are equal to or greater than the Service Components, Quantities and Rates in this Pricing Schedule.

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8. EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

9. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term		
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months	
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days	

For AT&T internal use only		
Billing Telephone Number for Existing service, if applicable:	810R410666	
SDA Code:	BIGE22	
ECATS/AT&T Contract ID No.:		

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