

**PERSONNEL/HUMAN SERVICES COMMITTEE**

**A G E N D A**

**TUESDAY, JUNE 16, 2015**

**4:00 P.M.**

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

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PAGE NO.

- I CALL TO ORDER
- II ROLL CALL
- 1- 3 III MINUTES (5/19/15)
- IV PUBLIC INPUT
- V PETITIONS AND COMMUNICATIONS
  - A. Director, Division on Aging
    - 4- 5 1. Senior Community Service Employment Program Worksite Agreement (Title V) **(Seeking authorization to enter into renewal agreements; authorization for Board Chair to sign; approval of budget adjustments related to Worksite Agreements - proposed resolution attached)**
    - 6- 7 2. Memorandum of Agreement for the Medicare Medicaid Assistance Program **(Seeking approval of MOA w/Region VII Area Agency on Aging; authorization for Board Chair to sign MOA; approval of budget adjustments related to MOA - proposed resolution attached)**
    - 8-20 B. Bay County Sheriff - Asset Recovery & Management Services Contract **(Seeking approval of contract; authorization for Board Chair to sign contract; approval of required budget adjustments - proposed resolution attached)**
  - VI REFERRALS
  - VII UNFINISHED BUSINESS
  - VIII NEW BUSINESS
  - IX MISCELLANEOUS
  - X ADJOURNMENT

PLEASE NOTE:

THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/DIVISION HEAD PLACING AN ITEM ON THE WAYS AND MEANS COMMITTEE AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.

**PERSONNEL/HUMAN SERVICES COMMITTEE**

**MINUTES**

**MEETING OF THE PERSONNEL/HUMAN SERVICES COMMITTEE ON TUESDAY, MAY 19, 2015, in the Commission Chambers, Fourth Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708.**

Call to order @ 4:02 P.M. by Chair Lutz.

Roll call:

**MOTION NO.**

COMMISSIONERS PRESENT		1	2	3	4	5	6	7	8	9	10	11
MICHAEL E. LUTZ, CHAIR	P	Y	Y	Y	Y	Y	Y					
DONALD J. TILLEY, VICE CHAIR	P	M/Y	M/Y	M/Y	Y	M/Y	Y					
MICHAEL J. DURANCZYK	P	Y	Y	Y	S/Y	Y	Y					
VAUGHN J. BEGICK	P	Y	Y	Y	Y	Y	Y					
KIM COONAN	P	S/Y	Y	Y	M/Y	Y	S/Y					
THOMAS C. HEREK	P	Y	S/Y	S/Y	Y	S/Y	Y					
ERNIE KRYGIER, EX OFFICIO	P	Y	Y	Y	Y	Y	M/Y					

**MOTION NO.**

COMMISSIONERS PRESENT		12	13	14	15	16	17	18	19	20	21	22
MICHAEL E. LUTZ, CHAIR												
DONALD J. TILLEY, VICE CHAIR												
MICHAEL J. DURANCZYK												
VAUGHN J. BEGICK												
KIM COONAN												
THOMAS C. HEREK												
ERNIE KRYGIER, EX OFFICIO												

**MOTION NO.**

COMMISSIONERS PRESENT		23	24	25	26	27	28	29	30	31	32	33
MICHAEL E. LUTZ, CHAIR												
DONALD J. TILLEY, VICE CHAIR												
MICHAEL J. DURANCZYK												
VAUGHN J. BEGICK												
KIM COONAN												
THOMAS C. HEREK												
ERNIE KRYGIER, EX OFFICIO												

OTHERS PRESENT: C.GIGNAC, D.RUSSELL, A.DAVIS-JOHNSON, C.HEBERT, T.QUINN, R.BRZEZINSKI, B.KRAUSE, J.STRASZ, T.ROEHR, R.REDMOND, BAY 3 TV, D.BERGER

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN; E-EXCUSED; A-ABSENT

-/-

**PERSONNEL/HUMAN SERVICES COMMITTEE**

**MINUTES**

**TUESDAY, MAY 19, 2015**

**PAGE 2**

**MOTION NO.**

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**NOTE:** In addition to these typed minutes, this Committee meeting was also video taped by Bay 3 TV and those tapes are available for review in the Administrative Services Department or can be viewed on Bay County's website [www.baycounty-mi.gov/executive/videos](http://www.baycounty-mi.gov/executive/videos).

- 1** **MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE APRIL 21, 2015 PERSONNEL/HUMAN SERVICES COMMITTEE AS PRINTED.**

**Public input was called with no one wishing to address the Committee.**

**The first item on the agenda was a request from Debra Russell, FOIA Coordinator, and Amber Davis-Johnson, Corporation Counsel, relative to required changes to the County's Freedom of Information Act (FOIA) Policy. The changes were necessitated due to passage of Michigan Public Act 563 (2014) which amends the Michigan Freedom of Information Act, Public Act 442, effective July 1, 2015. Both Mrs. Russell and Mrs. Davis-Johnson gave an overview of the changes reflected in the proposed Bay County FOIA Procedures and Guidelines which incorporates the changes to the Act. Following brief discussion, it was**

- 2** **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED BAY COUNTY FOIA PROCEDURES AND GUIDELINES (FOIA COORDINATOR & CORPORATION COUNSEL).**

- 3** **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE SUB-AWARD AGREEMENTS WITH LOCAL SCHOOLS FOR SAFE ROUTES PROGRAM (HEALTH DEPARTMENT).**

- 4** **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL THE FOLLOWING VACANCIES: TREASURER'S OFFICE - FULL TIME STAFF ACCOUNTANT; DIVISION ON AGING - TEMPORARY, PART TIME HEALTH AIDE/HOMEMAKING SERVICE WORKER; HEALTH DEPARTMENT - PART TIME TYPIST CLERK III (PERSONNEL).**

- 5** **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL A PART TIME TYPIST CLERK III VACANCY IN THE REGISTER OF DEEDS OFFICE (PERSONNEL).**

**PERSONNEL/HUMAN SERVICES COMMITTEE**

**MINUTES**

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**PAGE 3**

**MOTION NO.**

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**Commissioner Donald Tilley provided another update to changes that will be occurring with Mi Works! - Ed Oberski, the current Director, will be taking a leave to work on a policy governing the new regional board with the intention of coming back to his current job in October. There will be an interim Director during this time period. There is a \$150,000 funding incentive to get the policy approved by October. A delay in completing this process could result in the State writing policy for the region. There is a lot of concern about how the regional concept is going to work out with regard to representation and liability for funding, discretionary funds could be cut off if not in compliance. A big concern is that the board will be responsible for the money but an administrator will actually be in charge. Commissioner Tilley will continue to keep the Board informed of the status.**

**Commissioner Vaughn Begick advised of an upcoming rummage sale sponsored by the veterans with proceeds going to the veterans programs. The sale will be held on May 28 thru 30 at 113 Washington Avenue. To donate or if there are questions, if interested call 996-1107 for more information.**

**There being no further business, it was**

**6                    MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:15 P.M.).**

**Submitted by:**

*Deanne Berger*

**Deanne Berger  
Board Coordinator**

Thomas L. Hickner  
Bay County Executive

Tammy Roehrs  
Director



Bay County Building 2nd Floor, Suite 202  
515 Center Avenue  
Bay City, MI 48708-5123  
(989) 895-4100  
Toll Free (877) 229-9960

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TDD (989) 895-4049  
Web Site: [www.baycounty-mi.gov/aging](http://www.baycounty-mi.gov/aging)  
E-mail: [divonaging@baycounty.net](mailto:divonaging@baycounty.net)

**To:** Michael E. Lutz, Chairman, Human Services Committee  
**From:** Tammy Roehrs, Division on Aging Director  
**Date:** June 1, 2015  
**CC:** Tom Hickner, Joel Strasz, Amber Johnson, Jon Morse, Cristen Gignac, Tim Quinn  
**RE:** Request Permission to renew the Senior Community Service Employment Program Worksite Agreement (Title V)

**BACKGROUND:**

Region VII Area on Aging has a grant for senior employment, known as the Senior Community Services Employment Program. The grant provides funding for part-time workers age 55+, employed by Region VII. The County of Bay has provided work settings for these individuals in a variety of Departments, including the Division on Aging, Health Department, Building and Grounds, and the Civic Arena.

**FINANCIAL IMPLICATIONS:**

There is a matching requirement of host agencies, but Region VII accepts an In-Kind match for this program.

**RECOMMENDATION:**

Upon favorable review by Corporation Counsel, the Division on Aging recommends entering into these agreements with Region VII Area Agency on Aging for fiscal year July 1, 2015 through June 30, 2016 for all of our SCSEP sites. Any agreements relating to this contract are signed by the Board Chair and seek Board approval of any budget adjustments related to this agreement.

BAY COUNTY BOARD OF COMMISSIONERS

7/14/2015

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (6/16/15)

WHEREAS, Region VII Area Agency on Aging has a grant for senior employment, known as the Senior Community Services Employment Program; and

WHEREAS, This grant provides funding for part-time workers age 55+, employed by Region VII; and

WHEREAS, The County of Bay has provided and wishes to continue to provide work settings for these individuals in a variety of Departments including the Bay County Division on Aging, Health Department, Civic Arena, Building and Grounds; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Agreements with Region VII Area Agency on Aging for fiscal year July 1, 2015 through June 30, 2016 for all the SCSEP sites and authorizes the Board Chairman to sign the Title V Agreements for FY 2015-2016 on behalf of Bay County, subject to legal review/approval; Be It Further

RESOLVED That all budget adjustments related to these agreements are approved.

MICHAEL E. LUTZ, CHAIR AND COMMITTEE

DOA - Title V Agreements

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include names like MICHAEL J. DURANCZYK, KIM J. COONAN, ERNIE KRYGIER, THOMAS M. HEREK, VAUGHN J. BEGICK, DONALD J. TILLEY, and MICHAEL E. LUTZ.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

Thomas L. Hickner  
Bay County Executive

Tammy Roehrs  
Director



Bay County Building 2nd Floor, Suite 202  
515 Center Avenue  
Bay City, MI 48708-5123  
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FAX (989) 895-4094  
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Web Site: [www.baycounty-mi.gov/aging](http://www.baycounty-mi.gov/aging)  
E-mail: [divonaging@baycounty.net](mailto:divonaging@baycounty.net)

**To:** Michael E. Lutz, Chairman, Human Services Committee  
**From:** Tammy Roehrs, Division on Aging Director  
**Date:** June 10, 2015  
**CC:** Tom Hickner, Joel Strasz, Tim Quinn, Amber Johnson  
**RE:** Memorandum of Agreement for the Medicare Medicaid Assistance Program

**BACKGROUND:**

The Memorandum of Agreement is between Region VII Area Agency on Aging and the Bay County Division on Aging in developing, implementing and assessing (MMA) Medicare Medicaid Assistance Program. The MOU will cover the period of April 1, 2015 through March 31, 2016.

**FINANCIAL IMPLICATIONS:**

There is no financial cost to the Division on Aging as all costs associated with the Service Agreement are included in the grant.

**RECOMMENDATION:**

It is recommended that the Memorandum of Agreement between Region VII Area on Aging and the Bay County Division on Aging be approved, subject to Corporation Counsel review, and further that any subsequent addendums or amendments that may become necessary in the course of the next fiscal year be approved. All budget adjustments related to this action are approved.

BAY COUNTY BOARD OF COMMISSIONERS

7/14/2015

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (6/16/15)

WHEREAS, Region VII Area Agency on Aging has submitted a Memorandum of Agreement between Region VII AAA and Bay County (Division on Aging) for developing, implementing and assessing Medicare Medicaid Assistance Program (MMAP) covering the period 4/1/2015 through 3/31/2016; and

WHEREAS, There is no financial cost to the Division on Aging as all costs associated with the Service Agreement are included in the grant; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Memorandum of Agreement between Region VII Area Agency on Aging and Bay County (Division on Aging) and authorizes the Chairman of the Board to execute said Memorandum of Agreement on behalf of Bay County following legal review/approval; Be It Further

RESOLVED That all required budget adjustments related to this MOA are approved.

MICHAEL E. LUTZ, CHAIR AND COMMITTEE

DOA - MOA Medicare Medicaid Assistance Program

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include names like MICHAEL J. DURANCZYK, ERNIE KRYGIER, VAUGHN J. BEGICK, KIM J. COONAN, THOMAS M. HEREK, DONALD J. TILLEY, and MICHAEL E. LUTZ.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

*John E. Miller*  
*Sheriff Of Bay County*

Troy Cunningham  
Undersheriff

Troy A. Stewart  
Jail Administrator



DATE: June 11, 2015

TO: Michael Lutz, Chairman  
Personnel/Human Services Committee

FROM: Sheriff John E. Miller

REF: Concierge Corrections – Asset Recovery

Request: The Bay County Sheriff's Office has information from the Concierge Corrections an asset recovery company, they are members of the American Jail Association.

Background: At present we have no way of tracking the break down medical costs for the inmate that requires hospitalization.

Finance: This company works with hospital coding and modifiers for asset recovery. Concierge Corrections has the ability, with a 63% return on our total inpatient hospital claims from the past 11 months, to, bring money back to our budget.

Recommendations: I am requesting the committee's approval and authorizations to proceed with Concierge Corrections, and upon approval(s) to make necessary budget adjustments for Asset Recovery.

Attachment X 1

CC: Undersheriff Troy Cunningham  
Captain Troy Stewart  
Deanne Berger, BOC  
Amber Johnson, Corporate Counsel  
Crystal Hebert, Finance Director  
Kim Priessnitz, Assistant Finance Director  
File

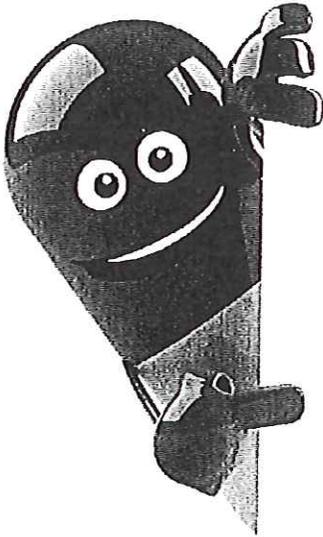
Ls/P&H-ConciergeCorrections

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# Concierge CORRECTIONS



Reducing medical costs by up to 50%  
The results speak for themselves...



COUNTY	SAVINGS YTD
Midland	\$158,145.11
Monroe	\$127,883.27
Gladwin	\$110,811.67
Shiawassee	\$45,227.52
Osceola	\$24,830.11
Houghton	\$12,091.03
Roscommon	\$10,989.59
Van Buren	\$9,137.24
Branch	\$7,382.23
Lake	\$7,064.76
Ogemaw	\$6,764.44
Iosco	\$209.79

Visit our booth or call to schedule your **FREE** health benefit analysis today!  
[contact@conciergecorrections.com](mailto:contact@conciergecorrections.com) | (517) 908-3971

## Asset Recovery & Management Services

### 1. PARTIES

THIS CONTRACT is entered into by and between the **County of Bay**, (hereinafter referred to as ("County ")), whose address is 503 Third St., Bay City, MI 48708 and **Concierge Corrections** (hereinafter referred to as the "Contractor"), whose address is 2869 Jolly Road Okemos, MI 48864.

THE PARTIES AGREE AS FOLLOWS:

### 2. EFFECTIVE DATE, DURATION, AND RENEWAL

**2.1 Contract Term.** This contract shall take effect on ~~August 5, 2014~~ or upon final contract signature, whichever occurs later. This contract will be effective for three years after the initial effective date unless terminated earlier in accordance with the terms of this contract.

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the County on the anniversary of the contract effective date.

**3. COST/PRICE ADJUSTMENTS.** After the initial term of this contract, each renewal term may be subject to a cost increase by mutual written agreement.

**4. Payments.** Payments shall be made to:

Concierge Corrections  
2869 Jolly Road  
Okemos, MI 48864

**4.1 Payment Frequency.** Payments are to be made by the County unless otherwise agreed upon by both parties, according to the following:

- A. Payments are to be made monthly, within 15 days of receiving an invoice for the billing cycle.
- B. The billing date for each month will occur the 10<sup>th</sup> of each month.

**4.2 Charges.** Charges for the monthly billing cycle include but are not limited to:

- A. **Reimbursed Medical Claims.** The Contractor shall be paid 37% of the total amount of reimbursed medical funds received by the County.

- B. **Reduced Medical Claims-** The Contractor shall be paid 37% of the total amount saved by the County while utilizing the Asset Recovery

#### 4.3 Billing

- A. On a monthly basis, the Contractor will submit a detailed invoice to the County showing all billed medical claims for the month and any additional supporting data used to determine appropriate pricing.
- B. Price adjustments may be permitted at the time of contract renewal by mutual written agreement between both parties.
- C. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

#### 4.3 Late Payments and Fees.

- A. Should an invoice be paid after the due date stated on the invoice, interest at a rate of 1% will be accrued every 30 days following the billing cycle on the past due balance until brought current.
- B. The County shall pay all costs of collection, including but not limited to reasonable attorney fees, in addition to any other right or remedy provided by law.
- C. If the County fails to pay for services when due, the Contractor has the option to treat such failure to pay as a material breach of this contract, and may cancel this contract and/or seek available legal remedies.

**4.4 Withholding of Payment.** The County may withhold disputed payments to the Contractor if the Contractor is in material breach of the contract. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

**5. ACCESS AND RETENTION OF RECORDS AND REPORTS.** Both parties agrees to provide the requesting party and any of their authorized agents access to any records and reports required to determine contract compliance.

**5.1 Record Request.** Parties must request all records and reports in writing, submitted to the alternative party's Contract Manager.

**5.2 Report Request.** Requested reports will be provided to both parties to assist in the analysis and management of asset recovery.

**5.3 Record and Report Delivery.** Requested reports shall be delivered in 10 business days, unless otherwise agreed to in writing.

**5.4 Retention Period.** The Contractor agrees to create and retain records and reports for a period of seven (7) years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract.

**6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the County.

**7. LIMITATION OF LIABILITY**

The Contractor's liability for contract damages is limited to direct damages and to no more than twice the contract amount. The Contractor shall **not** be liable for special, incidental, consequential, punitive, or indirect damages.

**8. REQUIRED INSURANCE**

**8.1 General Requirements.** The Contractor shall maintain insurance for the duration of this contract, at its own expense, for claims including contractual liability which may arise from or in connection with the performance of this contract by the Contractor, agents, employees, or representatives. This insurance shall cover such claims as may arise due to any negligent act or omission.

**9. COMPLIANCE WITH LAWS.** The Contractor shall fully comply with the following:

- A. Maintain compliance with all Asset Recovery and Management standards,
- B. Federal, State and local laws, rules, and regulations governing the Contractor's operations, AND
- C. Be responsible for all State, Federal and local licenses and permits necessary to perform the services required herein.

**10. PATENT AND COPYRIGHT PROTECTION**

**10.1 Third-Party Claim.** In the event of any claim by a third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall notify the Contractor within 10 business days from the date the County knew or should have known of any violation. The Contractor shall defend

such claim, in the County's name or its own name, as appropriate, at the Contractor's expense. The Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim, such indemnification will be conditional upon the following:

- a. The County will promptly notify the Contractor of the claim in writing within 10 business days the County knew or should have known of such violation;
- b. The County will cooperate with the Contractor in the defense and any related settlement negotiations.
- c. The Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
- d. The Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

**11. Claims for Which Contractor is Not Responsible.** The Contractor has no obligation regarding any claim based on any of the following, but not limited to, except where the Contractor has agreed in writing, either separately or within this contract:

- I. Where the claim would not have been brought except for such incorporation, OR
- II. The County's modification of any software furnished under this contract.

## **12. CONTRACT OVERSIGHT**

**13.1 CIO Oversight.** The Chief Information Officer (CIO) for the County, or designee, may perform contract oversight activities. Such activities may include the Identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance.

**13.2 Right to Assurance.** If the County, in good faith, has reason to believe that the Contractor does not intend to, is unable to perform, or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating this contract

**13.3 Stop Work Order.** The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period requested. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

**14. CONTRACT TERMINATION**

**14.1 Termination for Cause.** The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to Section 15, Event of Breach – Remedies.

**14.2 Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

**14.3 Noncompliance with Administration Requirements.** The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with the County Strategic Plan for Information Technology, any Statewide IT policy, or standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable termination fee specified in the contract or stop work order.

**14.4 Reduction of Funding.** The County must terminate this contract if funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period.

**15. EVENT OF BREACH - REMEDIES**

**15.1 Event of Breach.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. Products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. Failure to submit any report required by this contract; or
- c. Failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior approval.

**15.2 Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. Give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. Treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

**16. WAIVER OF BREACH**

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

**17. COUNTY PERSONNEL**

**17.1 The County Contract Manager.** The County Contract Manager identified below is the County's single point of contact and will perform all contract management on behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

Troy Stewart  
Jail Administrator  
503 Third St  
Bay City, MI 48708  
Phone: 989-895-4050  
Email: [stewartt@baycounty.net](mailto:stewartt@baycounty.net)

**17.2 Changes to Contract Manager.** The Contract Manager for the County may change, at any time, at the discretion of the County. The County shall provide written notice to the Contractor within 10 business days in the event a Contract Manager is changed.

**18. CONTRACTOR PERSONNEL**

**18.1 Identification/Substitution of Personnel.** The personnel identified or described in the Contractor's proposal shall perform the services provided for the County under this contract.

The Contractor agrees that any personnel substituted during the term of this contract must be able to perform the requirements of the contract to industry standards and be equally or better qualified than the personnel originally assigned.

The County reserves the right to approve the Contractor's personnel assigned to perform under this contract and any changes or substitutions to such personnel. The County's approval or disapproval shall not relieve the Contractor to perform under the contract.

**18.2 Contractor Contract Manager.** The Contractor Contract Manager identified below will be the single point of contact to the County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

**Melissa White**  
2869 Jolly Road  
Okemos, MI 48864  
(517) 908-3971  
[m.white@conciiergecorrections.com](mailto:m.white@conciiergecorrections.com)

**18.3 Changes to the Contract Manager.** The Contract Manager for the Contractor may change, at any time, at the discretion of the Contractor. The Contractor shall provide written notice to the County within 10 business days in the event a Contract Manager or Project Manager is changed.

## **19. MEETINGS**

**19.1 Technical or Contractual Problems.** The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to the County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated between Contract Managers. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

**19.2 Progress Meetings.** During the term of this contract, the County's Contract Manager and Contractor's Contract Manager will jointly coordinate and schedule progress meetings to discuss the progress and performance of their respective obligations.

**19.3 Meeting Frequency.** Progress meetings will be held at a minimum of every 90 days, starting from the effective date of this contract. Progress meetings may be held as often as coordinated between the County's Contract Manager and the Contractor's Contact Manager.

**19.4 Written Meeting Requirements.** At each progress meeting, both parties shall make available a written status report for the alternative party. The written status report may contain, but not limited to, the following:

- A. Any encountered problem or circumstance or gained knowledge that may prevent either party from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties.
- B. Any suggested remedy to encountered problems or circumstances.
- C. Any other contractual concerns or topics either party wishes to discuss during the progress meeting.

**19.5 Failure to Notify.** In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

**19.6 County's Failure or Delay.** For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any obligation, the County shall determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **20. CONTRACTOR PERFORMANCE ASSESSMENTS**

**20.1 Assessments.** The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**20.2 Record.** Completed assessments may be kept on record at the County's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

**21. Transition Assistance.** If this contract is not renewed at the end of this term, or is terminated prior to the completion of the contract for any reason, the following will occur:

A. The terminating party must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, for reasonable transition assistance requested by the alternative party.

B. At the request of the County the Contractor shall facilitate the orderly transfer of requested contract services to the County or its designees. Such request must be in writing.

C. Transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

D. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon between the parties.

E. Should the County terminate a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

**22. SCOPE OF SERVICES.** The Contractor will provide the following services: (see attachment)

**23. DISPUTES.** Any dispute shall be subject to the following:

A. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration pursuant to the clause set forth in **Paragraph 5** below.

B. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

C. The parties will cooperate with one another in selecting a mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

D. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the

parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

E. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

F. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.

**23.1 CHOICE OF LAW AND VENUE.** This contract is governed by the laws of Michigan. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for the County of Ingham, State of Michigan and each party shall pay its own costs and attorney fees.

**24. SCOPE OF AGREEMENT.** Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**25. EXECUTION.** The parties through their authorized agents have executed this contract on the dates set out below.

County of Bay  
503 Third St  
Bay City, MI 48708  
Phone: 989-895-4050

Concierge Corrections  
2869 Jolly Road  
Okemos, MI 48864  
(517) 908-3971

Date:

Date:

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John Miller  
Sheriff

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Matt Brown  
President

---

Troy Stewart  
Jail Administrator

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Melissa White  
Vice President

BAY COUNTY BOARD OF COMMISSIONERS

7/14/2015

RESOLUTION

BY: PERSONNEL/HUMAN SERVICES (6/16/15)

WHEREAS, At the present time, the Bay County Sheriff Department has no way of tracking the breakdown of medical costs for the inmate that requires hospitalization; and

WHEREAS, The Sheriff's Office has information from the Concierge Corrections, an asset recovery company that is a member of the American Jail Association, who works with hospital coding and modifies for asset recovery; and

WHEREAS, Concierge Corrections has the ability to bring money back to the Sheriff's budget, i.e. 63% return on the total inpatient claims from the past 11 months; and

WHEREAS, Concierge Corrections will be paid 37% of the total amount of reimbursed medical funds received by Bay County; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Asset Recovery & Management Services Contract between the County of Bay (Sheriff Department) and Concierge Corrections and the Chairman of the Board is authorized to execute said Contract on behalf of Bay County following legal review/approval; Be It Further

RESOLVED That budget adjustments related to the asset recovery contract are approved.

MICHAEL E. LUTZ, CHAIR AND COMMITTEE

Sheriff Dept - Concierge Corrections

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include names like MICHAEL J. DURANCZYK, KIM J. COONAN, ERNIE KRYGIER, THOMAS M. HEREK, VAUGHN J. BEGICK, DONALD J. TILLEY, and MICHAEL E. LUTZ.

VOTE TOTALS: ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_ VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_ AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_