

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

REVISED AGENDA

FULL BOARD
Hall of Justice
990 Terrace, Muskegon, MI
June 25, 2013 - 4:00 PM

Kenneth Mahoney, Chair
Rillastine Wilkins, Vice-Chair

-
1. Call to Order
 2. Invocation
 3. Pledge of Allegiance
 4. Roll Call
 5. Approval of Agenda
 6. Approval of the Minutes of June 11, 2013
 7. Presentations
 - A. MSU Extension 4-H Presentation: Katie Courtade
 - B. Michigan Self-Help Center of Muskegon County: Sandra Vanderhyde, Deputy Circuit Court Administrator
 8. Public Comment (on an agenda item)

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

9. Communication
10. Committee/Board Reports
 - A. Community Development/Strategic Planning Committee (Page 3)
 - B. Transportation Committee (Page 4)
 - C. Ways & Means Committee (Pages 5 & 6)
11. Chairman's Report/Committee Liaison Reports
 - A. Community Mental Health Services Board
 - Reappoint Scott Plummer effective 6/25/13 – 3/31/15
 - B. Muskegon County Youth Fair: July 23 – 27, 2013
12. Administrator's Report
 - A. Adopt Resolution Accepting Funds from Michigan Department of Natural Resources and Authorize Board Chair to Sign Grant Agreement and Authorize Staff to Seek Bids for Architectural and Other Related Services
 - B. Authorize CMH to Sign a Contract with Mercy Health Saint Mary's Pharmacy and Hackley Health Ventures, Inc.
 - C. Authorize Endorsement of the Application of the City of Muskegon as the Lead Agency for a HOME Consortium with the Cities of Muskegon Heights, Norton Shores and Roosevelt Park
 - D. **Award Food Services Contract for Various County Facilities to Canteen Services, Inc.**
13. Old Business
14. New Business
15. Public Comment
16. Adjournment

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6620

The Community Development/Strategic Planning Committee met on June 20, 2013, it was recommended and I move:

CD/SP13/06 - 07 To adopt the License Agreement with the Michigan Irish Music Festival to provide a license for the use of Heritage Landing Friday, September 13 through Sunday, September 15, 2013 for the Michigan Irish Music Festival, and to authorize the Chairperson of the County Board to execute the agreement.

CD/SP13/06 – 08 To accept the proposal by Vredevelde Haefner, LLC to provide agreed upon procedures in the evaluation of accommodations taxes collected and auditing of Muskegon County lodging properties for a total cost of \$11,770.00 with extra time charged at the stated hourly rate of \$110.49.

The Transportation Committee met on June 20, 2013; it was recommended, and I move:

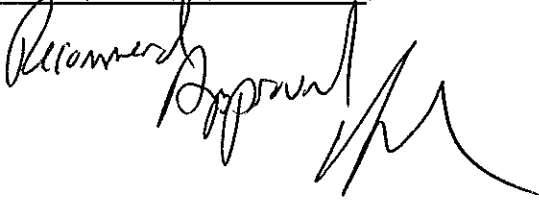

TR13/06-18 To authorize the Muskegon Area Transit System to purchase three (3) heavy-duty 35-foot Low-Floor CNG-powered buses from Gillig Corporation per the terms and conditions of the Lextran RFP 1302 for a total purchase price not to exceed \$1,350,000, contingent on execution of the Federal "TIGER IV" grant to cover 100% of the purchase.

The Ways & Means Committee met on June 18, 2013, it was recommended and I move:

- WM13/06 – 60 To approve payment of the accounts payable of \$2,156,159.55 covering the period of June 1, 2013 through June 10, 2013 as presented by the County Clerk.
- WM13/06 – 61 To approve the Inter Local Agreement between the City of Muskegon and the County of Muskegon to submit a joint application to the Department of Homeland Security and authorize the Chairman of the County Board of Commissioners to sign the application.
- WM13/06 – 62 To authorize the Board Chairman to execute the agreement between the Muskegon Community Health Project and the County of Muskegon from July 1, 2013 through June 2014 with renewal provisions for one year thereafter.
- WM13/06 – 63 To authorize staff to apply for funding under the Michigan Comprehensive Cancer Control Program: Community Implementation Project, 2013-2015 in the amount of \$40,000 with a 10% match coming from the Public Act 2 funds.
- WM13/06 – 64 To authorize the Chairman of the County Board of Commissioners to enter into and sign the Memorandum of Understanding between Muskegon County and the cities of Muskegon and Muskegon Heights for the submission of the JAG grant by the City of Muskegon.
- WM13/06 – 65 To authorize the District Court to terminate the public defender contract with Benjamin Medema and approve a contract with Angella Guerrero, through its Chief Judge the Honorable Maria Ladas Hoopes for the remainder of the \$43,541.65 (\$11,875.00) board approved contract through September 30, 2013 and authorize Board Chair to sign said contract.
- WM13/06 – 66 To authorize Finance and Management Services/Purchasing Office to sell County surplus vehicles through the sealed quotation process.
- WM13/06 – 67 To approve renewal of the Professional Liability insurance policy, covering CMH psychiatrists, for the policy period June 26, 2013 – June 26, 2014 in the amount of \$15,432 with RSUI Landmark.

- WM13/06 – 68 To accept the grant from United Way of the Lakeshore for \$50,000 from the DTE Foundation to provide low income youth with a Summer Youth Experience as approved by the Muskegon-Oceana Workforce Development Board.
- WM13/06 – 69 To accept the grant from Muskegon Community College for \$55,000 to assist the college with the "Credentials to Careers" grant awarded by the US Department of Labor as approved by the Muskegon-Oceana Workforce Development Board.
- WM13/06 – 70 To allow the Sheriff's Office to apply for the State Criminal Alien Assistance Program (SCAAP), Off-Road Vehicle (ORV) and the Snowmobile grants.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Board of Commissioners		BUDGETED x	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration		COMMITTEE DATE June 25, 2013		REQUESTOR SIGNATURE Judith Kell
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Approval was granted by the Board of Commissioners on May 23, 2013 to accept funding from the Michigan Department of Natural Resources Trust Fund in the amount of \$37,500 to install inclusive playground equipment at Pioneer Park. The local match is \$12,500. The attached resolution must also be approved by the County Board of Commissioners as part of the grant agreement process. Staff is requesting approval of the resolution by the County Board of Commissioners.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to adopt the Resolution accepting the funds from the Michigan Department of Natural Resources and to authorize the Chairman of the County Board of Commissioners to sign the grant agreement and authorize staff to seek bids for architectural and all other related services for the project.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
HUMAN RESOURCES ANALYSIS:		FINANCE & MANAGEMENT ANALYSIS:		
				
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION:		
Concur D. Hughes				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				N/A
AGENDA DATE: 6/25/13	AGENDA NO.:	BOARD DATE: 6/25/13	PAGE NO.	

County of Muskegon
TF12-062, Pioneer Park Playground Equipment

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the County of Muskegon, Michigan, does hereby accept the terms of the Agreement as received by the Michigan Department of Natural Resources, and that the County of Muskegon does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to completed the project during the project period and to provide \$12,500 to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following no votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

I, Nancy A. Waters, Clerk of the County of Muskegon, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Muskegon County Board of Commissioners at a meeting held on June 25, 2013.

Signature

Title

Date

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Community Mental Health	COMMITTEE DATE June 25, 2013	REQUESTOR SIGNATURE Julia Rupp, Director	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>Approval is requested for Community Mental Health Services of Muskegon County (CMH) to sign a contract with Mercy Health, Saint Mary's Family Pharmacy and Hackley Health Ventures, Inc. for all inclusive Pharmaceutical Services with an in-house pharmacy at 376 E. Apple Avenue, effective October 1, 2013 through September 30, 2014.</p> <p>Community Mental Health Services of Muskegon County recently sent out a Request for Quotes for these services and five proposals were received. All proposals were reviewed by a CMH work group and scored according to the criteria published in the RFQ. Two of the proposals did not meet the minimum qualifications during the first review. The three remaining companies were contacted for a follow-up conversation and asked a series of the same questions. These areas comprised the first criteria as to whether the contractor can meet specifications including an in-house pharmacy.</p> <p>The proposal from Mercy Health, Saint Mary's Family Pharmacy/Hackley Health Ventures was selected for the following reasons.</p> <ol style="list-style-type: none"> 1. They have a constant team; are local and known to CMH staff and our consumers. 2. There is 24 hour/7 day medication availability and delivery. 3. Discussed plans for shared Electronic Medical Record. 4. They have a contract with RESTAT which is who the County of Muskegon uses for its employees medication management. 5. They provide changeable packaging based on individual's needs. 6. JCAHO accredited. 7. Experience with CMH has demonstrated flexibility to meet any need or issue which might arise and there has always been open communication between their Pharmacy team and CMH staff. 			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to authorize the Community Mental Health Services of Muskegon County Director to sign a contract with Mercy Health, Saint Mary's Family Pharmacy and Hackley Health Ventures, Inc. for all inclusive Pharmaceutical Services with an in-house pharmacy at 376 E. Apple Avenue, effective October 1, 2013 through September 30, 2014.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
HUMAN RESOURCES ANALYSIS:	FINANCE & MANAGEMENT ANALYSIS: <i>[Signature]</i> Approved		
CORPORATE COUNSEL ANALYSIS:	ADMINISTRATOR RECOMMENDATION: <i>[Signature]</i>		
<p>If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.</p> <div style="float: right; border: 1px solid black; padding: 5px; margin-top: 10px;"> CMH Finance Committee 6/21/13 </div>			
AGENDA DATE: <i>6/25/13</i>	AGENDA NO.:	BOARD DATE: <i>6/25/13</i>	PAGE NO.

MUSKEGON COUNTY QUALIFICATIONS SUMMARY

Commodity Number: 948-72

Qualifications: RFQ 13-2064

Product / Service: Pharmaceutical Services

Department: Community Mental Health

Release Date: 03/13/13

Opening Date: 04/19/13

MITN Solicitation Statistics
Vendors Received Notice: 48
Vendors Accessed Attachments: 22
Qualifications Received: 5
No-Qualifications Form Received: 2

Vendor Name & Address	Qualifications Received					Comments
Advanced Care Pharmacy Services, LLC 50680 Corporate Drive Shelby Township, MI 48315	Yes					
Kalamazoo Long Term Care 1000 S. Burdick Kalamazoo, MI 49001	Yes					
QoL Meds 4900 Perry Highway, Bldg 2, 3rd Floor Pittsburgh, PA 15229	Yes					
Saint Mary's Pharmacy Services 360 Division Avenue, S., Ste 1C Grand Rapids, MI 49503	Yes					
VPH Pharmacy 5376 Miller Road Swartz Creek, MI 48473	Yes					


Department Recommendation:
Saint Mary's Pharmacy Services

Name of Witness: Tina Nash

Name of Buyer: Christine R. Johnson

Please See Rater and Interview
Evaluation Summaries

Finance & Management Services Director Name: Heath Kaplan

Signature: 

Vendor Awarded: _____

Board Approval Date: _____

Purchase Order Number: _____

**RATER SUMMARY
PHARMACEUTICAL SERVICES
RFP 13-2064**

BIDDERS

Rater	Maximum Score		Advanced Care Pharmacy Services	Kalamazoo Long Term Care	QoL Meds	Saint Mary's Pharmacy Services	VPH Pharmacy		
Rater 1			900.0	715.0	785.0	970.0	685.0		
Rater 2			900.0	715.0	785.0	970.0	685.0		
Rater 3			900.0	715.0	785.0	970.0	685.0		
Rater 4			900.0	715.0	785.0	970.0	685.0		
Average Total	1000.0		900.0	715.0	785.0	970.0	685.0		

**INTERVIEW EVALUATION SUMMARY
PHARMACEUTICAL SERVICES
RFP 13-2064**

BIDDERS

Rater	Maximum Score		Advanced Care Pharmacy Services		QoL Meds		Saint Mary's Pharmacy Services		
Rater 1			845.0		785.0		1000.0		
Rater 2			845.0		785.0		1000.0		
Rater 3			845.0		785.0		1000.0		
Rater 4			845.0		785.0		1000.0		
Average Total	1000.0		845.0		785.0		1000.0		



SAINT MARY'S HEALTH CARE

PHARMACY SERVICES

PHARMACY SERVICES AGREEMENT

This Pharmacy Services Agreement ("Agreement") is entered into and effective as of this 1st day of September, 2013, by and between Trinity Health-Michigan d/b/a Saint Mary's Health Care ("Saint Mary's") and Muskegon County Community Mental Health, each of which is a Michigan nonprofit corporation.

RECITALS

Saint Mary's operates a 340-bed acute care hospital in Grand Rapids, Michigan. Among its various clinical departments is an outpatient pharmaceutical services department, referred to herein as "Saint Mary's Long Term Care Pharmacy" which provides pharmaceuticals and related clinical services to patients and health care providers.

Muskegon County Community Mental Health (MCCMH) serves over 2200 individuals including 260 in residential housing. It has a need for the provision of qualified pharmaceutical services. Saint Mary's, through its Pharmaceutical Services Department, is willing to provide needed pharmaceutical services by constructing and staffing an on-site pharmacy in accordance with the terms and conditions of this Agreement. In addition, Saint Mary's Long Term Care Pharmacy of Grand Rapids and Hackley Pharmacy of Muskegon will provide backup medications and daily medications for the ACT program and Brinks facility respectively. Each of these pharmacies is a member of Mercy Health Partners.

NOW, THEREFORE, in consideration of the mutual provisions herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NATURE AND SCOPE OF SERVICES

Saint Mary's will provide the following pharmacy services through its on-site and Mercy Health Partner pharmacies:

- 1.1 Comprehensive pharmaceutical services, which shall include prescribed medications and related supplies for walk in consumers and residents of the Facilities.
 - A. All services provided by Saint Mary's shall meet professional standards and principles that apply to professionals providing services in such facilities. All services shall be provided in a prompt and timely manner.
 - B. All services provided by Saint Mary's will conform to the requirements of 42 CFR 483.60(b) as of August 4, 2010.

- 1.2 Access to pharmacy services 24 hours a day, seven days a week, for clinical information and emergency drugs. Pharmaceutical supplies shall be delivered to the Facilities on a regular basis and in a timely manner for emergencies.
- 1.3 Equipment necessary for the provision of pharmacy services.
 - A. Equipment shall only be used in conjunction with services provided by Saint Mary's Long Term Care Pharmacy.
 - B. Equipment provided by Saint Mary's will remain Saint Mary's property, and MCCMH shall return the equipment to Saint Mary's upon termination of this Agreement. MCCMH shall not do anything to infringe on Saint Mary's ownership rights.

The Facilities will provide:

- 1.4 A copy of the signed physician's order form and prescriptions for controlled substances in accordance with mutually established procedures.
- 1.5 Access by a Saint Mary's pharmacist to patient medical records for the completion of chart and quality assurance reviews.
- 1.6 Such facilities and access to equipment, clerical help and support staff for the pharmacist as both parties agree are necessary for the provision of the pharmacy services under this Agreement.
- 1.7 MCCMH assumes responsibility for obtaining services that meet professional standards and principles that apply to professionals providing services in a long term care facility, and for the timeliness of those services. However, if Saint Mary's fails to provide services under this Agreement in accordance with Section 1.1B of this Agreement, it shall indemnify and hold harmless MCCMH as specified in Section 10 of this Agreement.

2. BILLING AND COLLECTION

- 2.1 Saint Mary's shall have the sole right to bill and collect from private pay patients, Medicaid and all other third-party commercial payors for prescription services provided hereunder. The Facilities shall provide to Saint Mary's all information required to bill the patients, their guarantors or third party payors for prescription medications and pharmaceutical supplies provided by Saint Mary's.

- A. Correct billing information must be received within 72 hours of admission or changes in insurance coverage.
 - B. If MCCMH fails to provide the required information for a patient to Saint Mary's, Saint Mary's will have no obligation to continue service for that patient unless MCCMH authorizes and agrees to pay for the services.
- 2.2 In accordance with applicable federal regulations, Saint Mary's shall accept the Medicare and Medicaid allowed charge as payment in full and may not bill or collect from the Medicare or Medicaid beneficiary any amount other than any unmet deductible or coinsurance amounts.

3. **TERM; TERMINATION**

- 3.1 The initial term of this Agreement shall be for Twelve (12) months commencing on the Effective Date, unless sooner terminated as provided in this Agreement. Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless and until terminated as provided in this Agreement.
- 3.2 Either party may terminate this Agreement without cause at any time by providing at least ninety days prior written notice to the other party; provided, however, if MCCMH terminates this Agreement at any time during the initial 12-month term, or if Saint Mary's terminates this Agreement with cause pursuant to Section 3.3 below during the initial 12-month term, MCCMH will reimburse Saint Mary's an amount equal to the undepreciated cost of any equipment which Saint Mary's purchased to be used at a Facility.
- 3.3 Either party may terminate this Agreement at any time with cause upon written notice to the other party that includes the basis for termination; provided, however, that the party receiving such notice shall have 90 days from receipt of such notice to cure or correct the condition specified in the notice, and such cure period shall be extended if the condition cannot reasonably be corrected within 90 days.

4. **DISPUTE RESOLUTION**

Saint Mary's and MCCMH shall endeavor in good faith to resolve among themselves any disputes arising under this Agreement. If Saint Mary's and MCCMH are unable to resolve any issue with respect to this Agreement despite their good faith efforts to do so, they shall abide by the following dispute resolution mechanism which shall commence upon the delivery of a written notice identifying the disputed issue (the "Issue") by either Saint Mary's or MCCMH to the other. The Issue shall be submitted to a senior management representative of each of Saint Mary's and MCCMH. These representatives shall use their best efforts to resolve the Issue within ninety (90) days following submission of the Issue to them, and may confer with others as necessary in furtherance of these efforts. If the Issue cannot be resolved by senior management of Saint Mary's and MCCMH, either party may take such other actions as may be permitted hereunder or by law.

All parties recognize that if there are reasonable grounds to believe that Saint Mary's has done or failed to do anything that harmed or jeopardized the health and safety of their patients, this agreement is in immediate jeopardy. MCCMH, at their sole discretion, may reject corrective action plans proposed in response to such issues and may take such other actions as may be permitted hereunder or by law. Saint Mary's will continue providing services until a date specified in writing by MCCMH to assure uninterrupted access to the pharmaceutical services referred to in this agreement, if MCCMH chooses to terminate this agreement in response to such issues.

5. EQUIPMENT PROVIDED

Each party to this Agreement shall retain title to the equipment, supplies, computer software and other property which it provides in order to satisfy the delivery of services hereunder

DOCUMENTATION REQUIREMENTS

5.1 The Facility will provide a physician's order for each prescribed medication and intravenous solution in accordance with applicable federal and state law. Prescriptions for controlled substances must be written on separate prescription forms.

5.2 The Facility will maintain the medical records of all patients who receive pharmaceutical services. These records shall be available to Saint Mary's pharmacists as needed, who shall maintain the confidentiality of such records in accordance with all applicable laws and regulations, including HIPAA.

6. ORGANIZATIONAL STRUCTURE

Upon request, the parties will provide each other with a current organizational chart of their respective facilities defining established lines of authority for informational purposes as it relates to the services rendered pursuant to this Agreement.

7. POLICIES AND PROCEDURES

Saint Mary's will comply with the policies, rules, regulations, and procedures of the Facilities as they relate to services rendered pursuant to this Agreement.

8. QUALITY ASSURANCE

The Saint Mary's Pharmacist Consultant or a nurse consultant can participate with appropriate Facility staff in quality assurance programs required for accreditation and licensure surveys by outside agencies as well as those surveys reasonable necessary for internal quality controls for a fee.

9. INDEMNIFICATION

MCCMH agrees to defend, indemnify and hold harmless Saint Mary's, its officers, directors, agents, and employees of and from any and all claims or other liability arising out any act or omission of or by MCCMH or any of its officers, employees or agents. Saint Mary's agrees to defend, indemnify and hold harmless MCCMH, its officers, directors, agents and employees of and from any and all claims or other liability arising out of any act or omission of or by Saint Mary's or any officer, employee or agent of Saint Mary's.

10. INSURANCE

During the term of this Agreement, each party, at its sole cost and expense, shall maintain the following primary insurance coverage: (a) professional liability insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate, and (b) general liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the annual aggregate. Upon request, each party shall furnish to the other satisfactory evidence of its liability insurance coverage, and shall notify the other party thirty days prior to any material change in insurance coverage. In the event that any required insurance coverage expires, is cancelled, or is terminated, the party to whom such event applies shall give the other party written notice at least five business days prior to such event, and the other party shall have the right, by written notice to terminate this Agreement or to suspend it until all required insurance is in effect. In the event either party has insurance that is not on an occurrence basis, such party is responsible for obtaining tail coverage. This provision does not prohibit self-insurance.

11. EXCLUDED PROVIDER

Each party represents and warrants that it: (i) has not been convicted of a crime related to health care, and (ii) participates in the Medicare and Medicaid programs and has not been excluded or suspended from participating in any federally-funded healthcare program, including but not limited to, the Medicare and Medicaid programs. Each party shall immediately notify the others if either of the above representations changes. The party receiving the notice shall have the right to terminate this Agreement immediately upon receipt of such notice. For purposes of this section, "Saint Mary's" and "MCCMH" include the entity entering into this Agreement and the entity's parent, principals, shareholders, directors, officers, subcontractors and employees.

12. COMPLIANCE WITH LAW

Each party represents and warrants to the other party that it will comply with all applicable laws, rules or regulations, including, but not limited to, the federal physician self-referral law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder, similar state physician self-referral laws and regulations, the federal Anti-kickback Law and regulations promulgated thereunder and similar state anti-kickback laws and regulations and the Health Insurance Portability and Accountability Act ("HIPAA"). Nothing in this Agreement shall be construed to require Saint Mary's or MCCMH or their respective affiliates or any physicians employed by or under contract with either of them to make referrals of patients to one another or any related person or entity as a result of, or in exchange for, this Agreement. No payment made under this Agreement shall be in return for the referral of patients to, or in return for the

arranging for or ordering of service from either of the parties in violation of applicable law, including the federal Anti-Kickback Statute. This paragraph shall survive termination of the Agreement.

Saint Mary's shall comply with all applicable criminal history check statutes, rules and regulations, including but not limited to MCL 333.20173a. Saint Mary's shall further warrant that its employees, agents, independent contractors or other workers having direct access to MCCMH residents and patients shall not, prior to the term of this Agreement or during the term of it, be or have been convicted of any of the crimes stated in any subdivision of MCL 333.20173a, shall not be or have been the subject of an order or disposition under section 16b of chapter IX of the code of criminal procedure, 1972 PA 175, MCL 769.16b, and shall not be or have been the subject of a substantiated finding of neglect, abuse, or misappropriation of property by a state or federal agency pursuant to an investigation conducted in accordance with 42 USC 1395i-3 or 1396r, in which case this Agreement shall terminate immediately.

13. CHANGE IN LAW

Saint Mary's and MCCMH each acknowledge and agree that they intend for this Agreement to comply with all applicable federal and state laws, and rules and regulations. In furtherance of the foregoing, if, during the term of this Agreement, Saint Mary's or MCCMH's counsel reasonably determines that any changes are required with respect to this Agreement as a result of (i) the enactment of new laws, rules or regulations, or (ii) any changes in the interpretation of existing laws, rules or regulations, either as a result of any court or agency decision, or any pronouncement, ruling or other interpretation by any governmental or regulatory agency or body, or otherwise, because of the reasonable likelihood that, in light of such enactment or changed interpretation, proceeding under this Agreement in its current form potentially might:

- (i) cause either party to violate any applicable law, rule or regulation,
- (ii) jeopardize the status of either party as a recipient of governmental or private funds for the provision of health care services, or
- (iii) jeopardize the tax-exempt status of Saint Mary's or MCCMH,

then the parties shall negotiate in good faith such changes to this Agreement as shall be reasonably required to address and alleviate such issue(s). In the event that the parties are unable to reach agreement with respect to such changes despite such good faith negotiations for a reasonable period of time (not to exceed thirty days), either party may thereafter terminate this Agreement upon written notice to the other party.

14. GOVERNMENT ACCESS TO RECORDS

In the event that the Secretary of Health and Human Services, the Comptroller General of the United States, MDCH, the office of the Attorney General of Michigan or their representatives determine that this Agreement is a contract described in section 1861 (v) (1) (I) of the Social Security Act, 42 USC 1395X (v) (1) (I), the provider of services agrees that until the expiration of seven years after the furnishing of services pursuant to this Agreement, it shall make

available, upon written request to the other party to the Agreement or the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States or any of their duly authorized representatives, this Agreement, and books, documents and records, that are necessary to certify the nature and extent of costs paid by receiver of services pursuant to this contract. If the provider of services carries out any of the duties through a subcontractor, with a value or cost of \$10,000 or more over a 12-month period, with a related organization as defined in 42 CFR 405.427, such subcontracts shall contain a clause to the effect that until the expiration of seven years after the furnishing of such services pursuant to each subcontract, the related organization shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, MDCH, the office of the Attorney General of Michigan or any of their duly authorized representatives, the subcontract and books, documents, records of such organizations that are necessary to verify the nature and extent of such costs. In the event access to books, documents and records is requested pursuant to this paragraph by the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, provider of services shall immediately notify receiver of services and the books, documents and records shall also be made available to the receiver of services. If either party is requested to disclose books, documents, or records pursuant to this provision for purposes of an audit, it shall notify the other of the nature and scope of such request. Upon the request of the party being audited, the other party shall make available the necessary records which it maintained to assist the requesting party to comply with the audit without cost to the party being audited.

15. MISCELLANEOUS

- 15.1 Assignment. Neither party will have the right to assign or delegate this Agreement or its rights and obligations hereunder to any third person without the prior written consent of the other party hereto. Any purported assignment or delegation in violation of the provisions of this paragraph will be null and void.
- 15.2 Amendments. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. Such amendments or modifications shall be attached hereto and become a part of this contract.
- 15.3 No Third Party Beneficiaries. This agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein.
- 15.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements.

15.5 Severability. If any provision of this Agreement is found to be unenforceable or illegal, the remaining part of the Agreement shall remain in effect and be enforceable.

15.6 Notice. All notices or other communication required or permitted under this Agreement will be in writing, postage pre-paid, and will be deemed sufficient when mailed by United States certified mail, return receipt-requested, overnight courier service or delivered in person at the address of such party set forth below

If to Saint Mary's: Saint Mary's Health Care
200 Jefferson, S.E.
Grand Rapids, Michigan 49503
Attention: Alan Goldman RPh, CGP, FASCP
Pharmacy Manager, Long Term Care Pharmacy

If to: MCCMH

15.7 Independent Contractor Status. Saint Mary's and MCCMH are operating under this Agreement as independent contractors and nothing contained herein shall be interpreted or construed as creating any relationship of employment, partnership, joint venture, or agency. Neither party nor its personnel shall be deemed to be an agent, servant, employee, joint venturer, or partner of the other party, for any purpose whatsoever, by virtue of this Agreement.

15.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan excluding the choice of law rules thereof.

15.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[signature page follows]

**Trinity Health-Michigan d/b/a Saint Mary's
Health Care**

By _____

Its _____

Date _____

MCCMH

By _____

Its _____

Date _____

ADDENDUM A
PHARMACY SERVICES PRICING

Medication pricing will be the lesser of $AWP - 13\% +$ a variable filling fee or Medicaid MAC + \$3.72.

Saint Mary's will maintain a review process for AWP based pricing of individual items covered by these formulas. If the AWP for a drug priced using the above formulas is determined to result in an excessive price compared to third party payor rates, Saint Mary's may, in its sole discretion, adjust the price downward.

Note: Prices and rates are subject to change if AWP pricing is replaced by WAC pricing.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Board of Commissioners		BUDGETED x	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration		COMMITTEE DATE June 25, 2013		REQUESTOR SIGNATURE Judith Kell
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The City of Muskegon is requesting that the County of Muskegon endorse its application as the lead agency for a HOME Consortium with the Cities of Muskegon Heights, Norton Shores, and Roosevelt Park. The application to participate as HOME Consortia must be submitted to the Department of Housing and Urban Development by July 1, 2013 and requires the endorsement of the County of Muskegon. The City of Muskegon is proposing to add partners to the Consortia after the program has been in operation for a year. The City of Muskegon did not feel that it had the capacity to offer the HOME program throughout the County of Muskegon during its first year of operation. The County of Muskegon may wish to join the Consortia at a future date when there is capacity to offer the services across the County.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to endorse the application of the City of Muskegon as the lead agency for a HOME Consortium with the Cities of Muskegon Heights, Norton Shores and Roosevelt Park.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
		<p><i>approved</i> <i>BK/TH</i></p>		
<p>If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.</p>				
				Date
AGENDA DATE: <i>6/25/13</i>	AGENDA NO.:	BOARD DATE: <i>6/25/13</i>	PAGE NO.	

**MUSKEGON INTERLOCAL AGREEMENT CONCERNING HUD HOME
INVESTMENT PARTNERSHIP ACT PROGRAM CONSORTIUM**

THIS INTERLOCAL AGREEMENT is made and entered into at Muskegon, Michigan by and between the cities of Muskegon Heights, Norton Shores, Roosevelt Park, and Muskegon, political subdivisions in the State of Michigan, herein after referred to as "Cities". This agreement is effective beginning July 1, 2014.

WHEREAS, the National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial Assistance through the U.S. Department of Housing and Urban Development, herein after referred to as "HUD", to local governments for the production of affordable housing; and

WHEREAS, the cities of **Muskegon Heights, Norton Shores, Roosevelt Park, Muskegon, and Michigan Municipal Corporations**, wish to receive funds through the HOME Investment Partnership Program for the purpose of increasing the availability of affordable housing for the respective jurisdictions and for the mutual benefit of the areas; and

WHEREAS, the HOME Investment Partnerships Act authorized a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28 and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. of the Michigan Compiled Laws ("Act 7") permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, it is the intent of the Cities to utilize the power and authority pursuant to Act 7 by the execution of this agreement; and

WHEREAS, the City of Muskegon and the other local units of government identified herein are geographically contiguous localities; and

WHEREAS, on March 1, 2013 the City of Muskegon notified HUD of its intent to form a HOME Consortium and act as "lead entity" on behalf of the participating area governments; and

NOW THEREFORE, in consideration of the foregoing and mutual covenants herein after contained, it is agreed between the Cities as follows;

1. To establish the Muskegon HOME Consortium for the purpose of qualifying as a participating jurisdiction for receipt of federal funds through the HOME Investment Partnership Program.
2. The Cities agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME program.
3. The City of Muskegon shall act in the role of Lead Agency and act in a representative capacity for all member units of general local government and shall

assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with federal rules, regulations and requirements of the HOME Program, including requirements for a Consolidated Plan.

4. The Cities agree to affirmatively further fair housing.
5. The Cities agree that the program year start date, pursuant forth in agreement, shall be July 1, 2014 for the qualification periods FY2014, 2015, and 2016. The parties further agree that all member units of local government are currently on the same program year for HUD formula grant programming including CDBG, HOME, and ESG, as applicable. Provided that this provision shall apply only to member units of local governments which are direct recipients, such as with the CDBG Entitlement Program, rather than sub-recipients through state administered HUD programs.
6. The Cities agree that the term of this agreement shall be that period of time necessary to expend all HOME funds on eligible activities from funds awarded for the period of three federal fiscal years commencing with the 2014 federal fiscal year. Further provided that all parties are prohibited from withdrawing from the Cooperation Agreement prior to June 30, 2017
7. The Cities agree that this Agreement will renew automatically at the end of the three-year qualification period and each subsequent three-year qualification period, unless the City of Muskegon or the participating unit of general local government provides written notice it electing not to participate in a qualification period. By the date specified in HUD's consortia designation notices or listed on HOME's Consortia web page, the City of Muskegon will notify each participating unit of general local government in writing of its right to not participate for the successive three-year qualification period. A copy of the notifications shall be sent to the HUD Field Office.
8. The Cities agree to adopt any amendment(s) to this Agreement incorporating changes that are necessary to meet HUD requirements for consortia cooperation agreements set forth in any future consortia designation notices that apply to a subsequent three-year qualification period; and to submit such amendment(s) to HUD and that failure of the City of Muskegon to notify consortium members and to submit amendments to HUD shall void the automatic renewal provision for such qualification period.
9. The City of Muskegon, as Lead Agency, is authorized to amend the agreement to add new members on behalf of the entire consortium subject to the Consortium's Placemaking strategies, policies, and procedures. The City of Muskegon will notify all members in the event that any new members are added, pursuant to this provision and according to the HUD CPD Notice.

SECTION 1. PURPOSE

This Agreement is entered into for the purpose of meeting the criteria as established in 24 CFR Part 92 allowing the Cities to function as a consortium as defined in the HUD HOME Investment Partnership Program Regulations, specifically cited as 24 CFR Part 92 101. This arrangement mutually benefits the parties to this agreement through enhancement of the quality of life for the local citizenry and advancement of the common housing goals shared by the jurisdictions. The Cities agree to cooperate to undertake or to assist in planning and implementing housing assistance activities for the HOME Program.

- a. The Cities agree to assist the Lead Agency in maintaining compliance with the Act, the Regulations, and the State and Federal Program Requirements for the full compliance period, extending to and continuing beyond the expiration of this Agreement.

SECTION 2. MEMBERS OF CONSORTIUM

The Cities of Muskegon Heights, Norton Shores, Roosevelt Park, and Muskegon, Michigan are the members of the Consortium and upon mutual execution of this Agreement by the parties, the "Muskegon HOME Consortium," herein after referred to as "Consortium", shall be formed. The members shall remain bound by the terms and conditions of this Agreement for its duration, and shall be prohibited from withdrawing from the Consortium during such period, except as provided for in Section 8 of this Agreement. The Consortium Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect.

SECTION 3. STATUS OF CONSORTIUM

The Consortium shall be considered a unit of local government for purposes of the HOME Investment Partnerships Act upon designation by HUD.

SECTION 4. LEAD AGENCY

The City of Muskegon shall be the member unit of government authorized to act in a representative capacity with respect to HUD on behalf of all members of the Consortium. The City of Muskegon shall only be a representative of the Consortium for the purposes established in this agreement and shall be the lead entity having overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350. No party shall have veto power as to the implementation of the Consortium Consolidated Plan, herein after referred to as the "Consolidated Plan", and the parties agree to act in cooperation to achieve the goals established in the Consolidated Plan. The Lead Agency shall also develop policies and procedures for the implementation of the Consortium activities.

SECTION 5. CONSOLIDATED PLAN

The Cities shall cooperate in the preparation of the Consolidated Plan, which shall apply to the Cities and which shall meet the requirements of applicable Federal Regulations.

SECTION 6. ALLOCATION OF FUNDING

Allocation of HOME funds allowed for administration, shall be based on the existing HOME funds percentage allocation process with respect to the annual HOME allocation provided by the U.S. Department of Housing and Urban Development for the Consortium, except that the City of Muskegon as lead entity shall be entitled up to ten percent (10%) of the HOME funds allowed for administration. The implementation of the Consolidated Plan and the allocation of Federal HOME funding associated with it shall be established by written memoranda issued by the City of Muskegon through its authorized representative. The Cities shall be responsible for administering, respectively, the HOME Program funds distributed to each. The Consortium members reserve the right to alter the distribution of funds between the jurisdictions by mutual approval in writing and based on the consortium Placemaking strategy and criteria developed in the Consortium's policies and procedures.

SECTION 7. CERTIFICATIONS

The Cities certify that each will cooperate with the other to undertake or aid in undertaking housing assistance activities for the HOME Investments Partnerships Program and that each will affirmatively further fair housing. Further, the Cities will comply with the requirement of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, implementing regulations of 49 CFR Part 24, and requirements governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Housing and Community Development Act of 1974.

SECTION 8. TERM OF AGREEMENT

This Agreement shall be effective for a period of three federal years (Fiscal Years 2014, 2015, and 2016). This agreement shall be automatically renewed for subsequent three year qualification periods, unless any member of the Consortium provides written notice of their decision not to participate in a new three-year qualification period.

The members hereby stipulate to adopt any amendments to the Agreement that incorporate future changes necessary to meet the requirements for consortia Agreements in subsequent qualification periods. The consortium requires the signatures of all members to approve any amendment to the Agreement.

All units of local government that are members of the consortium will be on the same program year (July 1 through June 30) for Community Development Block Grant CDBG and HOME. Note, this requirement relating to the same program year does not pertain to any grants Consortium members may receive independently from the State of Michigan. The program years would be dictated by the State.

The Lead Agency shall by the date specified in HUD's Consortia Qualification Notice for

subsequent qualification periods, notify the other Cities in writing of the right not to participate in the Consortium. Failure of the Lead Agency to notify consortium members and to submit amendments to HUD will void this automatic renewal provision. The automatic renewal provision will not apply when the consortium adds a new member.

Section 9. Liability

Subject to any claim of sovereign immunity and the financial limits of liability set forth by Michigan Statutes, each member of the Consortium shall be fully liable for the acts and omissions of its respective employees and agents in performance of this agreement. Any resulting liabilities, omissions, errors, or actions providing cause for payment from non-HOME funds or the required repayment of HOME funds to the U.S. Department of Housing and Urban Development as a result of ineligible expenditures, and all costs related thereto shall not be the specific responsibility of the non-offending members.

SECTION 10. EMPLOYEE STATUS

Persons employed by the Lead Agency who perform services or functions pursuant to this agreement shall not be deemed to be employees of the other governmental entities. The Cities shall remain obligated to provide the respective employees with worker's compensation protection, salary and pension benefits, civil services or other employee rights and privileges.

SECTION 11. NOTICES

Formal notices issued under the terms of this agreement shall be sent, by U.S. Mail as follows:

City of Muskegon

(Title)

City of Muskegon Heights

(Title)

City of Norton Shores

(Title)

City of Roosevelt Park

(Title)

**SECTION 12. AUTHORIZING
RESOLUTIONS/ATTORNEY
CERTIFICATIONS**

EXHIBIT I includes authorizing resolutions as approved by the members of the Consortium and is incorporated herein as part and parcel of this agreement. The certification of legal counsel as to the legal authority for the members to undertake activities described in this agreement is affixed to this agreement.

SECTION 13. COMPLIANCE WITH FEDERAL REGULATIONS

The Cities agree to comply with the regulations governing the HOME program and other crosscutting federal regulations including but not limited to environmental review, lead based paint testing and abatement, Davis Bacon and labor standards. Such compliance shall be the responsibility of and coordinated by the Lead Agency.

SECTION 14. LIMITATIONS OF AGREEMENT

It is not the intent of this agreement to alter the independent jurisdiction of the Consortium members in any manner except as specified herein. All other policies, rules, regulations, and ordinances of the respective parties shall continue to apply within the jurisdictional boundaries of each party and shall not be impacted by the execution of this agreement.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement, effective the day and year first written above and are to be executed by their duly authorized officers.

Chairperson, City Council
Muskegon, MI

Date

ATTEST

Clerk


STATEMENT OF THE CITY ATTORNEY

I do hereby, certify that the terms and provisions of the Consortium Cooperation Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program.

Approved: _____
City Attorney

Date of Approval

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED X	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Juvenile Detention Center		COMMITTEE DATE 6/25/2013	REQUESTOR SIGNATURE Vernon Oard	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The Muskegon County Juvenile Transition Center participates in the National School Lunch Program which provides meal reimbursement to the Juvenile Transition Center. The current food services agreement with Aramark expires on June 30, 2013. Various Muskegon County facilities, including the JTC, solicited food service vendors through an RFP. Canteen Services was the only vendor to respond to the RFP. The vendor (Canteen) agrees to provide meals at a cost of \$3.69/meal and evening snacks at a cost of \$1.49/snack. This agreement may be extended yearly for up to four additional years with agreement by the board.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>Move to award the food services contract for various county facilities (including the Juvenile Transition Center which participates in the National School Lunch Program) to Canteen Services, Inc. at an estimated cost of \$185,511.42 with annual renewal options for up to four (4) additional years. The breakfasts and lunches served at the Juvenile Transition Center are reimbursed via the National School Lunch Program.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
				
If motion originates from a Statutory Board Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.				Date
AGENDA DATE: 6/25/13	AGENDA NO.:	BOARD DATE: 6/25/13	PAGE NO.	

**RATER SUMMARY
FOOD SERVICE MANAGEMENT SERVICES**

COMPANY

Rater	Maximum Score		Canteen Services Inc.						
Rater 1			83.0						
Rater 2			83.0						
Rater 3			83.0						
Rater 4			83.0						
Average Total	100.0		83.0						