



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Jim Krolezyk  
VICE-CHAIRPERSON  
Ken Hilliard

Duane Anderson  
Ervin Kowalski  
Glenn Lottie  
Carl Rutske  
Richard Schmidt

CLERK

Jill Nowak  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3500

## PUBLIC SAFETY COMMITTEE REPORT

Tuesday, March 13, 2012  
2:30 P.M.

Courthouse and Government Center  
Board of Commissioner's Room

Members Present: Ken Hilliard, Chairperson, Carl Rutske and Glenn Lottie

Others Present: Thomas Kaminski, County Controller/Administrator; Dale Kowalkowski, Sheriff; Ken Falk; Emergency Management Coordinator; Neil Assante, Community Corrections Director; Evelyn Szpliet, Director of the United Way 2-1-1 Action Team; Dave Yarnell, Manistee News Advocate; and Jeri Lyn Prielipp, Finance Assistant/Recording Secretary

The meeting was called to order at 2:30 P.M.

### ITEMS REQUIRING BOARD ACTION

Sheriff Kowalkowski presented the Northern Michigan Mutual Aid Reciprocal Law Enforcement Agreement (APPENDIX A). He explained that this is an updated version of an agreement already in place and is an agreement between 18 Sheriff's in Northern Michigan to assist one another in a variety of cases.

**Mr. Lottie recommended approving the Northern Michigan Mutual Aid Reciprocal Law Enforcement Agreement, and authorize the County Board Chairperson to sign the same. (APPENDIX A)**

Mr. Falk introduced Ms. Evelyn Szpliet, who is the Director of the United Way 2-1-1 Action Team. Ms. Szpliet explained that a group of Manistee County officials met in 2010 to discuss how 2-1-1 could be used most effectively to insure essential support for the Manistee County Emergency Management Team and help facilitate mutual disaster relief for the nearly 25,000 Manistee County residents. This meeting resulted in the crafting of a 2-1-1 Crisis Procedure Memorandum of Understanding between Community Access Line of the Lakeshore (the regional 2-1-1 call center), Manistee County Emergency Management, and United Way of Manistee County 211 Action Team (APPENDIX B). Mr. Falk explained that this agreement will also deviate a lot of unnecessary (non emergency) calls to 9-1-1. Following discussions and a brief power point presentation,

**Mr. Rutske recommended approving the 2-1-1 Crisis Procedure Memorandum of Understanding between Community Access Line of the Lakeshore, Manistee County Emergency Management, and United Way of Manistee County 211 Action Team, and authorize the County Board Chairperson to sign the same. No alternative recommendation was proposed. (APPENDIX B)**

Mr. Assante requested Board approval of a Fee for Service Agreement between the Northwest Michigan Council of Governments Prisoner Reentry and Manistee County. This subcontract, which is required by the Michigan Department of Corrections, provides funds to operate health and behavioral health services, specifically cognitive behavioral groups (MRT) that are provided by the Community Corrections Director (APPENDIX C). Mr. Assante explained that this modification of the current contract is to prohibit the facilitators that provide direct services to the felons from being felons themselves.

**Mr. Rutske recommended approving the Fee for Service Agreement between the Northwest Michigan Council of Governments Prisoner Reentry and Manistee County, and authorize the County Board Chairperson to sign the same. No alternative recommendation was proposed. (APPENDIX C)**

**ITEMS NOT REQUIRING BOARD ACTION:**

Ken Falk reported that during the recent winter storm where many Manistee County residents lost and were without power for several days, Manistee County did not have to declare a state of emergency because the Road Commission was able to keep most roadways clear for emergency vehicles. He also stated that radio station WTCM is the main contact for emergency announcements for Manistee County.

Sheriff Kowalkowski reported on the recent arrests stemming from the robbery of a drug house in Wellston and also the recent murder/suicide/fire in Manistee County. As a result of the arrests stemming from the robbery, law enforcement seized evidence and obtained confessions from some of the individuals involved in the recent property damage and other “gang related” incidents in the Kaleva area. He commended all Manistee County law enforcement for a job well done.

There was some discussion on who is responsible for periodically testing the panic buttons throughout the Courthouse building? Sheriff Kowalkowski and Mr. Falk offered to discuss this with the Court Security Officer.

There being no further business to come before the Committee, the meeting adjourned at 3:10 P.M.

\_\_\_\_\_  
Ken Hilliard, Chairperson

\_\_\_\_\_  
Glenn Lottie, Commissioner

\_\_\_\_\_  
Carl Rutske, Commissioner

**NORTHERN MICHIGAN MUTUAL AID  
RECIPROCAL LAW ENFORCEMENT AGREEMENT**

For the purpose of rendering reciprocal police assistance to one another in case of emergencies, pursuant to Public Act No. 236 of 1967, MCL 123.811 *et seq*, Alcona County, Alpena County, Antrim County, Benzie County, Charlevoix County, Cheboygan County, Crawford County, Emmet County, Grand Traverse County, Kalkaska County, Leelanau County, Manistee County, Missaukee County, Montmorency County, Osceola County, Oscoda County, Otsego County, Presque Isle County, Roscommon County, Wexford County, Boyne City, Rogers City, Village of Bellaire, City of Cadillac, City of Charlevoix, City of Frankfort, Village of Kalkaska, City of Petoskey, City of Traverse City, Grand Traverse Band of Odawa and Chippewa Indians, and Little Traverse Bay Bands of Odawa Indians (the "Jurisdictions" or "Participating Jurisdictions") hereby enter into a Mutual Aid Reciprocal Law Enforcement Agreement (the "Agreement"), upon the following terms and conditions:

I. DEFINITIONS.

- A. Commanding Officer shall mean the highest law enforcement official in the Jurisdiction or his or her designee.
- B. Emergency shall mean an event or events requiring immediate action for the protection of property and the public safety and requiring law enforcement personnel or equipment in addition to that available to a Jurisdiction at the time of the even or events.
- C. Requesting Jurisdiction shall mean the Jurisdiction that requests aid pursuant to this Agreement.
- D. Responding Jurisdiction shall mean the Jurisdiction that sends personnel or equipment to a Requesting Jurisdiction pursuant to this Agreement.

II. DETERMINATION AND DECLARATION OF AN EMERGENCY.

The Commanding Officer of a Jurisdiction shall be responsible for determining and declaring that an Emergency exists in its Jurisdiction.

III. REQUEST FOR ASSISTANCE.

Upon determining and declaring an Emergency to exist, the Commanding Officer of a Jurisdiction may make a request for assistance to the Commanding Officer of a Participating Jurisdiction or Jurisdictions.

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IV. RESPONSE TO REQUEST.

The Commanding Officer of the Jurisdiction(s) receiving the request for assistance shall make available to the Commanding Officer of the Requesting Jurisdiction such personnel or equipment as is available to meet the needs of the Emergency. The Commanding Officer of a Participating Jurisdiction may decline the request for assistance if personnel or equipment are not available at the time of the request. No party to this Agreement shall be liable for failure to respond to a request for assistance for any reason.

V. DIRECTION AT SCENE OF EMERGENCY.

The Commanding Officer of the Requesting Jurisdiction shall be in charge of operations at the scene of the Emergency. The personnel and equipment of the Responding Jurisdiction shall cooperate with the direction of the Commanding Officer of the Requesting Jurisdiction upon arriving at the scene of the Emergency.

VI. WITHDRAWAL OF PERSONNEL AND EQUIPMENT FROM THE EMERGENCY.

The personnel or equipment of a Responding Jurisdiction may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Jurisdiction. The Responding Jurisdiction shall not have any obligation to keep its personnel or equipment in the Requesting Jurisdiction for a longer period of time that is deemed necessary by the Commanding Officer of the Responding Jurisdiction. A Responding Jurisdiction shall not be liable to a Requesting Jurisdiction for leaving the scene of any Emergency.

VII. COSTS OF RESPONDING.

The Jurisdictions agree that they will not reimburse each other for the costs of any usual and customary services rendered under this Agreement, including wages, disability payments, retirement, furlough payments, charges made for equipment, supplies, and material used or expended while rendering assistance under the Agreement, unless the Requesting Jurisdiction recovers the costs of responding to the Emergency from the State or Federal Government, the party legally responsible for causing the Emergency, or as otherwise agreed in writing when presented with an invoice within 30 days of the Emergency detailing all such charges and costs.

VIII. INDEPENDENT CONTRACTOR.

Each Jurisdiction shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a Jurisdiction be considered an agent or employee of the other Jurisdiction. Each Jurisdiction shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase any Jurisdictions liability for, or immunity from, tort claims.

IX. INSURANCE.

Each Jurisdiction shall maintain during the term of the Agreement appropriate liability insurance and Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

X. THIRD PARTY BENEFICIARIES.

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

XI. NON-DISCRIMINATION.

The Jurisdiction agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, nation origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

XII. FORCE MAJEURE.

If because of Force Majeure any party is unable to carry out any of their obligations under this contract (other than obligations of such party to pay or expend money for or in connection with the performance of this agreement), and if such party promptly gives to the other party concerned written notice of such Force Majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such Force Majeure and during its reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance.

XIII. OTHER AGREEMENTS.

It is not the Jurisdictions' intent by any provision of this Agreement to affect the terms of any other Agreement with respect to emergency management services or any emergency management assistance agreement of any Participating Jurisdiction or any mutual aid agreement between local agencies within the Participating Jurisdiction.

XIV. WITHDRAWAL.

Any Jurisdiction desiring to withdraw from this Agreement shall give thirty (30) days written notice, including the reason for withdrawal. The withdrawal of any Jurisdiction from the Agreement shall not affect this Agreement with respect to the remaining Participating Jurisdictions.

(A-4)

XV. TERM.

The term of this Agreement shall be four (4) years from the date of execution by all of the above-mentioned Participating Jurisdictions. Therefore, this Agreement shall continue in effect for successive four year periods unless terminated or amended in writing.

XVI. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. This Agreement may not be amended unless in writing and signed by all Participating Jurisdictions.

IN WITNESS WHEREOF, the following have executed this Agreement in counterparts on the dates indicated below.

\_\_\_\_\_  
Signature of Chief Law Enforcement Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Chief Law Enforcement Officer

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature of Chairman: Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Chairman: Governing Board

Renewal 2012  
Rev./ 06

(APPENDIX B)

**2-1-1 Crisis Procedure Memorandum of Understanding**

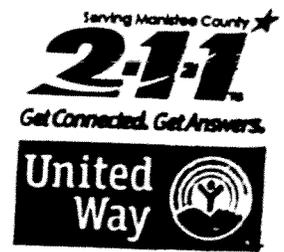
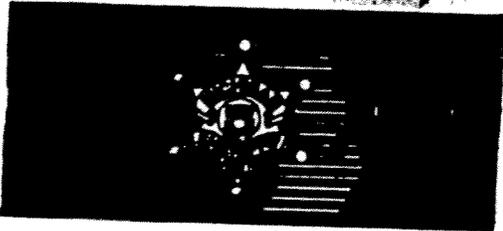
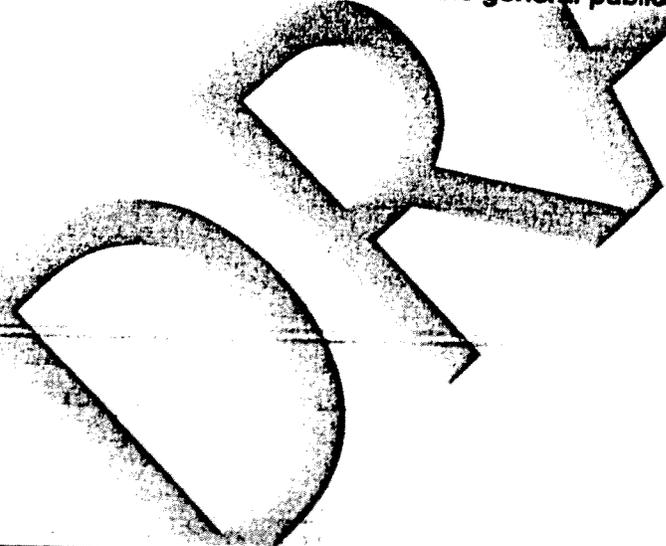
This Memorandum of Understanding ("MOU") entered into, by and between:  
Community Access Line of the Lakeshore (CALL 211),  
Manistee County Emergency Management (MCEM) and  
United Way of Manistee County 211 Action Team (211 AT)

CALL 211, the 211 AT and MCEM have developed an operational relationship since the countywide launching of 211 in Manistee County in February 2010. Protocols have been developed to support that relationship. Over time, additional areas of cooperation between C.A.L.L. 211, the 211 AT and MCEM have been identified and verbally agreed to. This MOU will outline the terms and conditions of a definitive agreement ("Agreement") to be executed, and thereby confirm verbal agreements and provide a written context for operational protocols.

CALL 211 is a regional health and human service information & referral service. A group of trained call specialists take calls from the general public 24 hours a day, 7 days a week. A summary of their mission and services is available online at [www.Call-211.org](http://www.Call-211.org). In a widespread emergency, CALL 211 has the capability to provide information to the general public, and gather information from the public as needed and requested.

MCEM is a bureau of the Manistee County Sheriff's Office. MCEM's mission, defined in statute is to provide leadership, coordination and support in the four phases of emergency management, preparedness, response, recovery and mitigation.

The 211 AT and staff are the Face of 211 for Manistee County - the on-site, personal connection between local agencies, CALL 211 and the general public.



Upon execution and delivery of this Agreement, all parties agree to the following terms and conditions:

**I. Non-Emergency Operations**

211 AT agree to:

- A. Participate in scheduled emergency management training, seminars, workshops, exercises, etc. related to MCEM operations in support of the Manistee County disaster plan.
- B. Provide the necessary funding to support their participation in planning, training and exercise activities and public education to increase awareness of their emergency role.
- C. Work with MCEM to develop plans for CALL 211 surge capacity and alternate operational locations when and if necessary.

MCEM agrees to:

- A. Provide training opportunities regarding Manistee County crisis situations.
- B. Include CALL 211 and the 211 AT in pertinent planning and execution of all training exercises related to the functions included in this agreement, including but not limited to disaster assistance, mobilizing volunteers and donation coordination.
- C. Document the role of CALL 211 and the 211 AT into all Manistee County emergency plans and coordinate with other agencies to ensure that the role of CALL 211 and the 211 AT is likewise included in County and local emergency plans.
- D. CALL211/211 AT in the application for disaster funding for which they may be eligible following a federal disaster declaration.
- E. Ensure that MCEM staff is trained to understand the services CALL 211 does and does not provide, and operational protocols developed to support this Agreement and to facilitate coordination in emergencies.
- F. Ensure that CALL 211 and the 211 AT is included in distribution lists for response-phase press releases or other emergency information.

**II. Emergency Public Information Operations**

CALL 211 and the 211 AT agree to:

- A. Disseminate, to callers, verified critical emergency safety and resource information. Examples of critical emergency information include, but are not limited to:
  - 1. Emergency shelter locations
  - 2. Basic safety precautions
  - 3. Locations of commodity distributions
  - 4. Evacuation routes
- B. Provide referrals to medical and other specialized information resources, including specialized "hotlines" set up in a particular event. This specifically excludes directly providing medical or other technical consultation.

(B-3)

- C. Provide information to MCEM on the types and volume of calls being received and any prevailing trends in questions or misinformation.
- D. Provide information and referrals regarding donation sites and the mobilizing of volunteers.
- E. Participate in After-Action review.

The 211 AT staff agrees to:

- F. Serve as the Face of 211 for Manistee County by providing the local connection between Manistee County emergency personnel, the general public, agencies, the press and CALL 211 when and where appropriate.
- G. Encourage the public and agencies through various media sources to utilize 211 to access critical emergency information.
- H. Participate in After-Action review.

MCEM agrees to:

- A. If appropriate to scale of event, establish contact position in the Emergency Operations Center to ensure smooth coordination with CALL 211.
- B. Make initial verified notification of the event to 211 AT/CALL 211 and as the event proceeds, provide updated information such as shelter lists and other critical information.
- C. Include CALL 211 and the 211 AT in After-Action review.

### III. Donations Coordination

CALL 211 agrees to:

- A. With 24 hours or more notification receive and process calls from those who desire to make donations in support of disaster relief operations by directing them to local agencies.
- B. Notify 211 AT when the call center is prepared to receive calls from donors.
- C. Deactivate the donations coordination function upon notice of 211 AT staff.

MCEM/211 AT agree to:

- A. Provide CALL 211 with 24 hours notice to activate the donations coordination function.
- B. Inform the public to contact CALL 211 to offer donations after receiving notification from CALL 211 that they are ready receive the calls.
- C. Inform CALL 211 when the donations coordination function can be deactivated.

(B-4)

#### **IV. Damage Assessment and Recovery Operations**

CALL 211/211 AT agree to:

- A. Develop damage assessment report according to MCEM data collection needs.
- B. During an event, as requested, receive and log calls from individuals and businesses reporting damage, and provide consolidated reports of such calls back to MCEM.

MCEM agrees to:

- A. Provide data collection needs to CALL 211 and work cooperatively to design call scripts and report design that meets those needs.
- B. Provide CALL 211 24 hours notice of any publicity advising individuals and business owners to call CALL 211 to report damages.
- C. Abide by all operational policies set by CALL 211 for access to data collection reports.

#### **V. Security Verifications**

Information transmitted to CALL 211 in an emergency must be verified as coming from an authorized source. To facilitate this verification,

CALL 211 agrees to:

- A. Use rosters provided by MCEM to verify call-back phone numbers and e-mail addresses.
- B. Ensure non-public contact information for 211 AT and MCEM staff is kept confidential.
- C. Periodically provide the 211 AT and MCEM updated staff rosters containing full contact information including office, home and cell phone numbers, email addresses, etc.

211 AT agrees to:

- A. Use and maintain rosters provided by MCEM and CALL 211 to verify call-back phone numbers and e-mail addresses.
- B. Ensure non-public contact information for CALL 211 and MCEM staff is kept confidential.
- C. Periodically provide CALL 211 and MCEM updated staff rosters containing full contact information including office, home and cell phone numbers, email addresses, etc.

MCEM agrees to:

- A. Periodically provide to CALL 211 and the 211 AT updated MCEM staff rosters (versions containing full contact information including office and home phone numbers, e-mail addresses, etc.)
- B. During initial contact with CALL 211 and /or the 211 AT during an event, indicate e-mail address they will be using to transmit information; and/or invite a verification call-back to an official number.
- C. Ensure that all emergency personnel use this same method when communicating with CALL 211 and/or 211 AT to ensure validity of information.

(B-5)

**VI. Additional Terms & Conditions**

The following outlines additional terms and conditions:

- A. **Term and Termination.** The initial term of the Agreement shall be 12 consecutive months, terminable upon 90 days notice. The Agreement shall automatically and continuously renew for one (1) year periods, unless either party provides written notification of 90 days prior to the renewal date. The renewal date will be the same day and month of each year as the month and day the MOU was signed.
- B. Both parties agree to review this Agreement at least annually, or when changes or concerns arise.
- C. Nothing in this Agreement precludes the development of supporting plans, protocols, or other job aids to support this agreement, and improve the operational effectiveness of any of the tasks included in this Agreement.
- D. Nothing in this Agreement precludes the parties from mutually agreeing upon event-specific actions to meet emergency needs.

Authorization:

\_\_\_\_\_  
Ken Falk, Coordinator  
Manistee County Emergency Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Howell, Executive Director  
CALL 2-1-1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evelyn Szpliet, Director  
United Way 2-1-1 Action Team

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Krotczyk, County Chair  
Manistee County Commissioners

\_\_\_\_\_  
Date



March 6, 2012

Jim Krolczyk  
Manistee County  
415 Third St.  
Manistee, Michigan 49660

RECEIVED  
MAR 09 2012  
(APPENDIX C-1)

Dear Jim Krolczyk,

The Northwest Michigan Council of Governments (NWMCOG) has received a contract extension from the Michigan Department of Corrections (MDOC) for Prisoner Reentry services and approval of the enclosed fee for service agreement with Manistee County for Health and Behavioral Health services outlined below:

- Cognitive Behavioral Groups (MRT)

The MDOC is requiring all subcontracts and agreements to contain language regarding employing ex-offenders for providing direct services. Please note this new assurance has been added to the enclosed agreement.

Please sign the agreement and return one copy in the envelope provided no later than Friday, March 23, 2012. In order to be in compliance with MDOC requirements, after March 23, 2012 we will be unable to authorize any payment to Manistee County until the enclosed agreement has been signed and returned to the NWMCOG.

In addition, we require that all contractors provide a copy of their certificate of general liability insurance, showing current coverage. Your insurance agency may fax this document to Darla Rowland at 231-929-5012.

Feel free to contact me with any questions or concerns.

Sincerely,

Jessica Willis, LMSW  
Northwest Prisoner Reentry  
Community Coordinator

(C-2)

Agreement Number: PR FY12-09

**Fee for Service Agreement  
between  
Northwest Michigan Council of Governments--  
Prisoner Reentry**

**And**

**Manistee County  
415 Third St.  
Manistee, Michigan 49660**

**A. This Agreement is made effective as of October 1, 2011 by and between NORTHWEST MICHIGAN COUNCIL OF GOVERNMENTS (hereinafter referred to as the "Agency") as the fiduciary for Prisoner Reentry, formerly the Michigan Prisoner Re-Entry Initiative (MPRI), P.O. Box 506, Traverse City, Michigan 49685-0506 and Manistee County, 415 Third St., Michigan, 49660. This Agreement is for the purposes of Health and Behavioral Health service delivery as defined in the Prisoner Reentry Cost and Service Parameters and outlined in Attachment A (Allowable Service Types – Descriptions Cost and Service Parameters) in this Agreement.**

**B. The Agency and Manistee County enter into this Agreement under the authority of Section 228 of Public Act 258 (1974), as amended.**

**I. Terms**

**This Agreement shall commence on October 1, 2011 and will remain in effect through September 30, 2012. The terms of this Agreement are limited by and may be modified depending on fund availability.**

**II. Purpose**

**The purpose of this Agreement is to establish the necessary partnership between the Agency and Manistee County allowing delivery of Health and Behavioral Health services to referred clients.**

**The Agency and Manistee County recognize that for maximum success in transitioning from prison to a crime-free and productive lifestyle, Health and Behavioral Health services may be needed. Client needs cut across categorical programs, disciplines, and roles. They require the development of new formal partnerships and a commitment to connecting parts of the support system that may not be typically aligned. For the delivery of Health and Behavioral Health services to eligible adults, this Agreement delineates a coordinating referral model and specifies services to be provided by Manistee County. This Agreement is one step to begin to build these**

linkages by more clearly describing the roles and responsibilities for the adults served by Manistee County, the Agency, and its funding sources.

The Agreement will establish mechanisms:

1. For Manistee County to receive referrals from MDOC Parole Agents or the Northwest Michigan Prisoner Reentry Community Coordinator;
2. For the MDOC Parole Agent to authorize service at standardized intervals for eligible clients;
3. To provide for access to and authorized delivery of services or care;
4. To facilitate ongoing communication and problem-solving;
5. To identify and plan for unmet client needs.

### III. Description of Services

#### A. Both parties agree to:

1. Facilitate coordinated, authorized service delivery based on the Person Centered Planning model in as much as it is consistent with the Prisoner Reentry model.
2. Respond in a timely manner to request for information required in planning, development, and implementation of services and supports.
3. Share information, where not prohibited by law, as needed for the planning and implementation of services and supports.
4. Work with each client to best meet the needs of that client.
5. Assure that eligibility is not limited on the basis of race, creed, color, national origin, sex, age, mental or physical disability, marital status or political beliefs.
6. Resolve, in a timely manner, problems/issues that might arise during the execution of this Agreement.
7. Participate in the development of systematic data collection regarding the provision of services to eligible persons.
8. Work cooperatively to provide service coordination for each recipient.

#### B. The Agency agrees to:

1. Develop and communicate an understanding of the Prisoner Reentry model.
2. Provide Manistee County the necessary information to process referrals for authorized services from Fiscal Agent with Release of Information materials.
3. Develop appropriate follow-up procedures when required.
4. Make information available regarding changes in rules and regulations that affect mutually served clients.
5. Monitor compliance with this agreement and authorize payment for Manistee County for authorized service delivery as outlined in Attachment A, not to exceed \$4,000. Additional payment above and beyond \$4,000 may be allowed with approval from the Agency prior to service delivery.

(C-4)

C. Manistee County agrees to:

1. Develop and maintain an understanding of the partner agency, including its programs and services.
2. Provide appropriate feedback to the referring agency on client status, progress, and follow-up arrangements in accordance with standards of confidentiality and when proper Release of Information materials are in place.
3. Develop appropriate follow-up procedures when required.
4. Make information available on services and changes in rules and regulations that affect mutually served clients.
5. Deliver authorized services for eligible clients referred by any of the referring entities.
6. Provide client services at the rates outlined in Attachment A – Allowable Service Types Descriptions Cost and Service Parameters.
7. Obtain a copy of the CFJ140 Referral Form from the MDOC Parole Agent for use as an authorization for the service.
8. To ensure its employees or staff under contract, who provide direct services, handle offender records, collect urine specimens and/or provide supervisory services to staff performing any of the previously identified functions under this agreement, have no outstanding warrants, no active personal protection orders for domestic violence, are not currently on probation or parole or otherwise under the jurisdiction of any Federal, State, county or local criminal justice agency. Ex-offenders shall not be considered as employees or contracted staff until they have been discharged from all sentences including parole and probation for a minimum period of five years.
9. To have insurance that includes liability coverage for disallowed costs. Such insurance may not be purchased from funding facilitated by this Agreement.
10. Provide the Agency with a copy of current certificate of general liability insurance.
11. To have on file and accessible for monitoring all current and relevant professional licensures, certifications, and degreed credentials for all staff administering services under this Agreement.
12. Monthly invoicing process:
  - Provide to the Agency at P.O. Box 506 Traverse City, MI 49685-0506 Attention: Prisoner Reentry Community Coordinator, an itemized statement by the 10<sup>th</sup> of each month of the services provided during the previous month and a CFJ-140 Referral Form for each Prisoner Reentry participant served by Manistee County under this Agreement.
  - **Statements received after the 10<sup>th</sup> of each month may not be reimbursed.**
  - The statement will include:
    - Client First and Last Name
    - MDOC Number
    - Service Type provided
    - Enrollment Date for Service Type provided
    - Service Utilization (i.e. dates of service)

(C-5)

- Unit Rate for Services
- Subtotal for the Services provided for each Client
- Total for the Services billed for the month
- Discharge Date for Service Type
- Discharge Reason (see Attachment B for list of Discharge Codes)

V. Indemnification

The work performed by the Manistee County shall be at the risk of the Manistee County exclusively. To the fullest extent permitted by law, Manistee County shall indemnify, defend (at Manistee County's sole expense) and hold harmless the Northwest Michigan Council of Governments (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by the Manistee County or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Manistee County, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Northwest Michigan Council of Governments (its officers, employees and agents), whether active or passive. Manistee County shall not be obligated to indemnify and defend the Northwest Michigan Council of Governments for claims found to be due to the sole negligence or willful misconduct of the Northwest Michigan Council of Governments (including its officers, employees and agents).

Manistee County's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Northwest Michigan Council of Governments (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

This agreement is between the Northwest Michigan Council of Governments and Manistee County and does not create an interest between Manistee County and the State of Michigan. Manistee County agrees to hold the State of Michigan harmless and this indemnification and hold harmless provision will survive the termination of this agreement.

(C-6)

**VI. Confidentiality**

Because of the nature of the relationship between the parties, there shall be an ongoing exchange of information regarding mutual consumers on a need to know basis. Both parties agree to maintain the confidentiality of information received from the other as called for in this Agreement.

All records, reports and confidential communication about an offender and his family served under this Agreement shall be subject to the requirements for confidentiality set forth in the Prisoner Reentry Comprehensive Plan and in Sections 748 and 750 of the Mental Health Code and any amendments thereto.

Official responses to public information affecting mutually served clients must be approved by the Community Relations Coordinator for the Agency and the State of Michigan Department of Corrections. Usage of the Prisoner Reentry logo is regulated by the Northwest Prisoner Reentry Steering Team and is reviewed and approved on a case-by-case basis.

**VIII. Termination**

Either party may cancel this Agreement without cause upon 30-day written notification to the other party. The term of this Agreement is subject to fund availability. The Agency may terminate the Agreement at any time without written notice if Manistee County does not provide services as agreed to herein, or is found to be violation of this agreement.

**IX. Amendments**

Modifications, amendments, or waivers of any provision of this Agreement may be made only with the written mutual consent of the parties.

**X. Certifications**

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

(C-7)

ATTACHMENT A

ALLOWABLE SERVICE TYPES - DESCRIPTIONS<sup>1</sup>  
COST AND SERVICE PARAMETERS

**HEALTH AND BEHAVIORAL HEALTH**

**1. Cognitive Behavioral Groups**

Group programs are psycho-educational groups using cognitive behavioral theory and practice. MRT Cognitive Therapy groups will be conducted on a weekly basis by a MRT trained therapist. MRT participants will use the "How to Escape Your Prison" workbook.

<b>Service Type</b>	<b>Maximum Duration</b>	<b>Maximum Unit Cost</b>	<b>Cap Per Participant</b>
Cognitive Behavioral Groups (MRT)	24 sessions	Up to \$35 per participant per sessions	\$840

<sup>1</sup> MDOC Prisoner Reentry Cost and Service Parameters August 2011 – Field Operations Administration/Office of Community Alternative/Offender Reentry Services Section

(c-8)

ATTACHMENT B

DISCHARGE CODES

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- Unsuccessful: Offender left/absconded for 60 days or more  
Returned to prison as a result of a sustained parole violation  
Terminated due to staff decision for rule non-compliance  
Outcome not achieved
- Neutral: Mutual staff/offender decision  
Non-completion due to transfer  
Referred to further Social Support and/or Health and Behavioral Health Services  
Death while receiving services
- Successful: Completed Family Counseling Program  
Completed Assessment  
Completed Individual Counseling

(C-9)

MEDICAID STATUS [IF APPLICABLE]

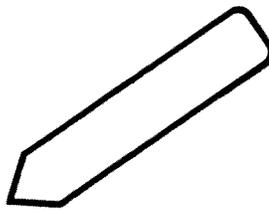
Manistee County

IS \_\_\_\_\_ IS NOT \_\_\_\_\_ A MEDICAID APPROVED PROVIDER AS OF THE DATE OF SIGNATURES BELOW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT

FOR Manistee County



\_\_\_\_\_  
Jim Krolczyk  
County Board Chairperson

\_\_\_\_\_  
Date

FOR NORTHWEST MICHIGAN COUNCIL OF GOVERNMENTS AS THE FIDUCIARY FOR NORTHWEST PRISONER REENTRY.

Elaine Wood  
Elaine Wood  
CEO

3-6-12  
Date