



**MINUTES
LAW ENFORCEMENT COMMITTEE**

Monday, April 9, 2018

1:15 p.m.

2161 University Drive, Marinette, WI
Law Enforcement Center Conference Room

Members Present: Paul Gustafson, Ken Keller, Mike Behnke Cheryl Wruk and George Kloppenburg

Excused:

Others Present: County Administrator John Lefebvre, Sheriff Jerry Sauve, Chief Deputy James Hansen, Emergency Management Eric Burmeister, Jail Administrator Bob Majewski, Communications Director Kirsten Bellisle, Coroner George Smith, Lt. Jason Ducane, Lt. Chris Lesperance, EagleHerald, Bay Cities Radio, Ed Wruk and Secretary Fae Olson

1. Call to order. Roll call.

Ken Keller called the meeting to order at 1:15 p.m. Roll call taken.

2. Approve/Amend Agenda Items.

MOTION (Behnke/Kloppenburg) to approve Agenda as presented. Motion carried.

3. Approve/Amend Minutes of March 12, 2018.

MOTION (Wruk/Behnke) to approve minutes as written. Motion carried.

4. Public Comment.

None at this time.

5. Dispatch update.

- Personnel update.
- CPR State requirement.
- Tower update.
- Week of April 8th Dispatcher Appreciation Week.

6. Emergency Management update.

- Disaster mitigation grant approved.
- Marinette Marine launch on Saturday, April 14th.

7. Jail Update.

- March inmate population report reviewed.
- Personnel update.
- Food Service RFP.
- Flooring project update.
- Regional Jail Symposium March 28th in Suamico, WI; discussed secure custody for juveniles.

8. Advanced Correctional Healthcare amendment.

MOTION (Behnke/Wruk) recommendation to County Board to approve amendment to the Advanced Correctional Healthcare contract to provide health services for a County Mental Health Court for an additional anticipated annual cost of \$20,128.00 contingent upon approval of funding by the Finance Committee with agreement subject to Corporation Counsel approval. Motion carried. No negative vote. (Attachment)

9. Jail Assessment transfer.

MOTION (Behnke/Kloppenborg) recommendation to Finance Committee to approve transfer of \$14,482.00 from Jail Assessment fund balance for fingerprint ID hardware, software and training purchase. Motion carried. No negative vote.

10. Northland Mission agreement.

MOTION (Behnke/Gustafson) to approve Northland Mission agreement with Sheriff's Office for training on April 12, 2018. Motion carried. No negative vote.

11. Sheriff's Report.

- Citation/Incident/Accident report.
- Overtime report.
- K-9 "Nina" retired; handler Deputy West.
- New K-9 Deputy Hicks in training.
- Karl Zeitler Memorial presented \$11,000.00 donation to Sheriff's Office on April 7th.
- April 28th Spring drug collection in County.

12. Financial Report.

Committee reviewed March 2018 Schedule of Invoices totaling \$117,226.57.

MOTION (Behnke/Gustafson) approval to write off uncollectable accounts: Inmate Reimbursements \$31,443.25. Motion carried. No negative vote.

MOTION (Gustafson/Wruk) approval to write off and turn-over to Finance Department for collections Inmate Reimbursement accounts in the amount of \$18,028.42 and Civil Process \$120.00. Motion carried. No negative vote.

Committee reviewed collections received from Finance Systems Collection Agency: Inmate Reimbursements \$2,528.39; Finance Department: Inmate Reimbursements \$8,483.78 and Civil Process \$252.00.

13. Future Agenda Items.

None at this time.

14. Next Meeting Date.

Tuesday, May 8, 2018 at 1:30 p.m.

Special Thank You extended to Supervisor Cheryl Wruk for her years of service on the Law Enforcement Committee.

Each committee member expressed their gratitude for the cooperation within the Sheriff's Office, Jail, Dispatch and Emergency Management.

15. Adjourn.

MOTION (Wruk/Kloppenburg) to adjourn at 2:03 p.m. Motion carried. No negative vote.

Respectfully submitted,
Fae Olson, Secretary

Date approved/corrected:



Program Overview Marinette County, Wisconsin

Current program thru 12/31/18		16 QMHP hours per week option
Annual price	\$194,567.05	\$214,695.36*
ADPs	County: 116 Non-county: 12	County: 116 Non-county: 12
Per diem rates	County per diem rate: \$0.00 Non-county per diem rate: \$0.00	County per diem rate: \$0.00 Non-county per diem rate: \$0.00
Staffing – Practitioner (i.e., MD, DO, NP, PA)	One visit once every week (and stays until all work is completed) 24/7 on-call, including holidays, plus back-ups	No change
Staffing – Nursing	LPN on-site 50 hours per week	No change
Mental Health Services	Qualified Mental Health Professional (Masters level of Above) on-site 8 hours every week to provide screenings, assessments, evaluations, treatment planning, referrals to crisis intervention services.	QMHP on-site 16 hours per week
Dental Care	ACH will provide dental triage screenings for the purpose of identifying serious dental needs. The pool money pays for emergency dental care.	No change
Correctional facility's medical policies, procedures, guidelines, etc.	ACH will make recommendations to the facility's existing medical policies, procedures, guidelines, etc. based upon the NCCHC standards. Those recommendations are made for the facility's consideration. ACH trains its people to operate under the facility's policies, procedures, guidelines, etc. – documents which will always remain the property of the facility.	No change

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<p>Insurance</p>	<p>Professional liability, including civil rights liability – minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.</p> <p>Workers’ compensation and employer’s liability – compliant with the state’s statutory minimum requirements.</p> <p>ACH will name the Sheriff and the county as an additional insured for the sole negligence of ACH under the professional liability portions of insurance.</p>	<p>No change</p>
<p>Pharmaceuticals</p>	<p>ACH will provide all medically-indicated pharmaceuticals, but ACH will not pay for all pharmaceuticals. For example, the pool money pays for excluded medications.</p> <p>Court-ordered medications – ACH will provide all court-ordered and/or fit for trial medications. The county pays for court-ordered and/or fit for trial medications.</p> <p>Excluded medications – Medications related to the treatment of AIDS, active tuberculosis, cancer, cystic fibrosis, hepatitis, HIV, HIV/AIDS related diseases, multiple sclerosis, and medications listed as anti-rejection and/or biological drugs, The pool money pays for excluded medications.</p>	<p>No change</p>
<p>Medical Supplies (disposable)</p>	<p>Typically includes tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves <i>for the medical staff</i>, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps. ACH pays for disposable medical supplies.</p>	<p>No change</p>
<p>Mobile Services (such as laboratory, X-ray)</p>	<p>ACH pays for mobile services.</p>	<p>No change</p>
<p>Office Supplies (disposable)</p>	<p>Typically includes medical charts, paper, pens, staples, and Post-It notes. The county pays for office supplies.</p>	<p>No change</p>

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Office Equipment (durable)	Typically includes a locking file, paper punch, staple remover, stapler, cabinet for storing medical supplies, computer, fax machine, copier/printer, and toner. The county pays for office equipment.	No change
Off-site Services (such as ambulance transportation, hospitalization)	The pool money pays for off-site services.	No change
Tuberculosis (TB) Skin Tests	<u>For incarcerated patients:</u> ACH pays for the TB serum and related supplies. <u>For facility staff:</u> ACH will administer the testing and the county will pay for the serum and supplies.	No change
Medical Claims Re-pricing	ACH will be responsible for the re-pricing of medical claims. Once claims are received, ACH will calculate the applicable discount, confirm the integrity of the claim and process for payment.	No change
Annual Pool	\$20,000 to pay for items noted in this overview including medication exclusions, hospital in-patient and out-patient services, specialty services, emergency dental, and ambulance charges with 100% of leftover funds returned to the county.	No change
Biomedical Waste Disposal	ACH will be responsible for the provision of biomedical waste disposal services for the medical unit at the facility consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes. ACH pays for biomedical waste disposal.	No change
Advanced Training Program	Including but not limited to training DVDs	No change
Advanced Purchasing Program	Use by other county agencies (piggyback) allowed Expected facility savings per year: \$35,000	No change

This proposal is valid for 60 days from 1/3/2018

***Annual Price of \$234,823.66 to provide a QMHP on-site 24 hours per week**

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For additional information or to accept this program overview, please contact:

Megan King, Program Consultant
309-657-6970
Meg.king@advancedch.com

***This overview is not a contract. All contracts must be negotiated and signed by both parties.**

ACH's federal ID number is 36-4495255.

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SECOND AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES, MARINETTE COUNTY, WISCONSIN

The AGREEMENT entered into on January 5, 2016 by and between the County of Marinette, Wisconsin, through the Marinette County Sheriff (hereinafter "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective _____, _____ at 12:01 A.M.

Section 1.10 is hereby amended as follows:

- 1.10 MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; and a Risk Management program specific to the FACILITY's medical operations.

Section 1.22.4 is hereby amended as follows:

- 1.22.4 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site Qualified Mental Health Professional for sixteen (16) hours per week on a schedule approved by the COUNTY. When approved by the COUNTY or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Mental Health Services and the COUNTY or designee will negotiate a mutually agreeable remedy.

Section 3.1 is hereby amended as follows:

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be two hundred fourteen thousand six hundred ninety-five dollars and thirty-six cents (\$214,695.36). The COUNTY will make monthly payments of seventeen thousand eight hundred ninety-one dollars and twenty-eight cents (\$17,891.28), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.

Section 5.18 is hereby amended as follows:

- 5.18 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the COUNTY: Marinette County Jail, 2161 University Drive, Marinette, WI 54143; facsimile: 715.732.7632; email: bmajewski@marinettecounty.com. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: alex.kinzinger@advancedch.com.

REASON FOR CHANGE: Increased QMHP services; updated language; updated pricing; updated notice section.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Sherri Miller
President & Chief Operations Officer

Date

COUNTY OF MARINETTE, WISCONSIN

Jerry Sauve
Sheriff

Date

County Board Chair

Date

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com

If this contract is not returned to ACH by May 1, 2018, the price may be subject to increase.

Justification for Mental Health Court

The Criminal Justice Coordinating Committee supports the development of a Mental Health Court program to address individuals in the criminal justice system that have failed community mental health treatment or have not been engaged in treatment, and end up in jail. Once these individuals are placed in jail, minimal or no active mental health treatment is provided to these individuals. These individuals tend to be repeat offenders since their mental health needs are not addressed when they are in the community. The development of a Mental Health Court program would address mental health treatment for these individuals under a court order to ensure medication compliance and treatment follow through.

The Marinette County Treatment Drug Court program has been successful in reducing jail census for the county. The development of a Mental Health Court program would be designed similar to the drug court program and order individuals to follow through with treatment. Individuals with mental health needs in jail increase jail liability and quite often there is a need to segregate these individuals from the general population which causes operational issues within the jail. The goal of the Mental Health Court program is to stabilize this population in the community to reduce the potential for these individuals to be disruptive in the community, subsequently leading to arrest, jail time and court appearances. The development of a Mental Health Court Program would further keep the jail census at a manageable level and not require the county to build an additional jail pod to house inmates.

The Mental Health Court program would identify individuals in jail through assessment for consideration in the program. A licensed mental health professional would provide diagnosis and begin treatment in the jail before the individual is released. A referral would be made to the District Attorney for legal consideration and then staffed by the Mental Health Court program for admission. Treatment would begin in the jail setting to ensure continuity of care upon discharge from jail.

The development of the Mental Health Court program would require mental health treatment programming to be increased in the jail, a mental health case manager to coordinate activities of the Mental Health Court program and a psychiatrist through tele-health to provide medications and psychiatric care when individuals are placed in the community. To accomplish this, the jail would contract for an additional 8 hours per week of mental health programming at a cost of \$20,128.00. The Marinette County Health and Human Services Department would increase the current quarter time crisis worker position to full time equivalent position to provide mental health case management for the Mental Health Court program at an additional cost of \$48,944.30 including salary/fringes. The tele-health psychiatrist time required to support the program is 9 hours per month at an additional cost of \$18,900.00.

The Health and Human Services Department and other community mental health providers would assist the Mental Health Court program to provide treatment to participants admitted to the program. The jail has identified 11 individuals that would be eligible for the Mental Health Court program at onset. Based on the resources being proposed it is estimated that the maximum number of participants may be limited to around twenty.

Creation of a Mental Health Court is not a new concept for Wisconsin Counties. A number of Counties have established very successful Mental Health Court Programs.