

OFFICE OF THE COUNCIL

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SCOTT BAHR
VICE PRESIDENT

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JIM JOLLY
BRANDON McCULLOUGH
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CATHY K. WHITE



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OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR THE
COMMITTEE OF THE WHOLE MEETING OF
WEDNESDAY, FEBRUARY 17, 2021
7:00 P.M.**

**The electronic agenda is compiled, produced and
distributed by the City Council Staff.
(734) 466-2250**

The official documents are on file in the City Clerk's office.

**PUBLIC MEETING - COMMITTEE OF THE WHOLE
WEDNESDAY FEBRUARY 17, 2021
7:00 P.M.**

* Due to COVID-19, Livonia City Council Committee meetings will not be held at City Hall
Connect on Zoom: <https://us02web.zoom.us/j/87814491600> or phone at (312) 626-6799, ID: 878 1449 1600
To participate, use the 'Raise Hand' button on Zoom or press *9 on your phone to be called on

Members:

Kathleen E. McIntyre, Chairman
City Councilmembers

AGENDA:

1. **CR 21-21** RESOLVED, that upon the motion by Council Vice President Scott Bahr, seconded by Councilmember Laura Toy, at the Regular Meeting held January 25, 2021, the Council does hereby refer the subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia to the Committee of the Whole for its report and recommendation.

Telephone Number (734) 466-2250.

THE FOLLOWING HAVE BEEN NOTIFIED AND ARE REQUESTED TO ATTEND:

Mayor Maureen Miller Brosnan, City Attorney Paul Bernier, Chief of Police, Curtis Caid, Sgt. Eric Marcotte, Director of Administrative Services, Dave Varga, Director of Governmental Affairs, LaShawn Thomas

THE FOLLOWING HAVE ALSO BEEN INVITED TO ATTEND:

Carol Zuniga, HEGIRA
Jaime White, HEGIRA
Arnold Wicker, DWIHN

THIS IS AN OPEN MEETING AND ALL INTERESTED PARTIES ARE WELCOME TO ATTEND.
Minutes of this meeting will be available for public inspection in the City Clerk's Office
not more than eight business days following the date of the meeting.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call (734) 466-2235 or email clerk@livonia.gov if you need assistance.

Regular Meeting Minutes of January 25, 2021

A communication from the Office of the Mayor, dated January 22, 2021, re: Crisis Support Team, was received and placed on file for the information of the Council.

On a motion by Jolly, supported by McCullough, it was:

RESOLVED, that having considered the report and recommendation of the Chief of Police, dated December 29, 2020, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, the Council does hereby accept the quote of Hegira Health, Inc., 37450 Schoolcraft Road, Livonia, MI 48154 ("Hegira") to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia for an amount not to exceed \$190,000.00; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$190,000.00 from Account No. 101-304-818-000 (Contractual Services) for this purpose; FURTHER, the Council does hereby authorize such action without competitive bidding in view of Hegira's long record of service to the community in conjunction with the Livonia Police Department; Hegira's valuable psychiatric resources located in Livonia; and the recommendation of the Wayne State University Center for Behavioral Health and Justice; and such action is taken in accordance with Section 3.04.140.D.2.a of the Livonia Code of Ordinances, as amended.

Mayor Maureen Miller Brosnan was called on to speak about this Agenda item. She stated she appreciates Council taking this Agenda item up tonight. As you are all aware, as I am, this is an issue that has been one that the Livonia Police Department has been talking about, has been researching, for well over a year now and we've been anxious to get this before you because we do believe that it is an amazingly comprehensive program and plan for our community. And Councilwoman Toy has set the bar really high for us tonight to step up, step in, and answer all the questions that you might have. I am confident that you are going to walk away from this meeting as confident as I am that this is the ideal program coming to our community at the ideal time. I want to start by just giving you a little bit of history. When I took office around a year ago, I asked all of the Department Heads to come on in and share with me their top priorities. And this was a top priority for Chief Caide. It was one of the most important things that he was committed to delivering to our community. He cited instantly for me the need for additional resources in both behavioral and mental health in our community, seeing an increase and a rise in calls to the department that were outside of the realm of. And this is something that has been experienced by not only in the City of Livonia, it is a nationwide crisis. But it is one that our Police Chief and our Department was prepared to address and working hard to address, not just with

Regular Meeting Minutes of January 25, 2021

our community here in Livonia but as leaders throughout the region. The Chief was working along with other Police Chiefs to try to make this more of a regional program. At one point in time we decided that Livonia just could not wait any longer so we moved full speed ahead and what you have before you tonight is the most innovative program that exists currently in Southeast Michigan. The move for a Crisis Support Team was escalated once Covid 19 hit. Clearly all the stresses, all the anxieties that people were feeling and were experiencing were exacerbated by the fact that folks were contained and not able to meet their normal schedules and the normal demands of daily life. All of that has led to an increase in the number of behavioral and mental health issues that our Police Department is dealing with. So I am really anxious to share with you what I believe is an added and critical social service tool to our Police safety tool kit. Livonia is not unlike other communities and oftentimes I hear about this on a regional basis because of my role on the Board of Directors at St. Mary Mercy Health. Every three years we do what we call a community news assessment. And in the last round of that news assessment, one of the top priorities, one of the top news areas for all of the communities that we serve was mental health, and lack of mental health services. So, again, I do believe that Livonia is going to be able to put together a program that is going to assist hopefully in providing better mental health on a more regional basis as a result of this program. Some of what is important to look at is that Livonia's community has put together a very unique, a very innovative program where we're partnering with Hegira, a trusted partner, one that we've relied on in the past, to help us embed in the Police Department two social workers. As I said, a first of its kind social work program in the region. And what it's going to give us is not only the ability to rise to the demand of a crisis. But the concern is to manage the care as a result of the crisis, even beyond the crisis that happens at the moment. Adding something the police work doesn't normally get a chance to do. So making sure that we've got two embedded social workers in our department clearly puts us head and shoulders above other departments in providing care for the people in our community. I, along with the Livonia Human Relations Commission, stand in support of this program. I'm hoping that after you hear from the Police Chief as well as the experts that we've got assembled here this evening, that you, too, will join me in the support of the program. Nobody knows this area of work better than Chief Caid and nobody knows the impact of this work more than Judge Kenny and Judge Burton. They see it every day in their court, I'm anxious to hear from them from their perspective, the impact that this could have on a city like Livonia. So thank you very much, for your time, your attention to this matter tonight and for the time that you give us this evening and the time you've given to studying this project tonight. Thank you.

President McIntyre asked the panelists who were appearing at the Zoom meeting to unmute their microphones and to make sure and identify themselves when speaking.

Regular Meeting Minutes of January 25, 2021

Police Chief Curtis Caid gave an introduction and brief history of his involvement with this agenda item and introduced the panel of people in attendance at the meeting.

The panel was comprised of these members:

Judge Timothy Kenny
Judge Freddie Burton
Nancy Hambrick
Jaime White
Carol Zuniga
Arnold Wicker
Sergeant Eric Marcotte
Chief Curtis Caid

Following input given by panelists Kenny, Burton, Marcotte, and Hambrick and discussion by Council, Vice President Bahr, supported by Toy, made a motion in lieu of the foregoing resolution, to substitute the following:

RESOLVED, that upon the motion by Council Vice President Scott Bahr, seconded by Councilmember Laura Toy, at the Regular Meeting held January 25, 2021, the Council does hereby refer the subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia to the Committee of the Whole for its report and recommendation.

A roll call vote was taken on the motion to substitute as follows:

AYES: Donovic, Toy, Bahr, White and McIntyre

NAYS: McCullough, Jolly

The President declared the motion to substitute adopted.

Regular Meeting Minutes of January 25, 2021

President McIntyre opened the floor for comments on the motion to substitute.

The following people spoke on the motion to substitute:

Sara Overwater
Tina Lindsay
Brooke Voeller
Jody White
Richard Glover
Roy Johnson
Victoria McCahey
Penny Crider
Ray McEvoy
Julie McEvoy

Regular Meeting Minutes of January 25, 2021

Following discussion, a roll call vote was then taken on the proposed substitute resolution by Bahr, seconded by Toy,

CITY COUNCIL

Subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time master's degree level professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia.

(Refer to Committee of the Whole)

#21-21 RESOLVED, that upon the motion by Council Vice President Scott Bahr, seconded by Councilmember Laura Toy, at the Regular Meeting held January 25, 2021, the Council does hereby refer the subject matter of an agreement with Hegira Health, Inc. to provide two (2) full-time Master Degree Level Professional Social Workers to be embedded with the Livonia Police Department to provide Law Enforcement/Mental Health Co-Response Services to the residents of the City of Livonia to the Committee of the Whole for its report and recommendation.

with the following result:

AYES: Donovic, Toy, Bahr, White and McIntyre

NAYS: McCullough, Jolly

The President declared the resolution adopted.

<i>NEW BUSINESS (Regular Meeting of January 25, 2021)</i>
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Motion by: Bahr

Seconded by: Toy

ROLL CALL:

Ayes: Donovic, Toy, Bahr, White, McIntyre

Nays: McCullough, Jolly

Absent: None



REPORT TO THE LIVONIA CITY COUNCIL

Council Office
January 25, 2021

MEETING DATE

January 25, 2021

PREPARED BY

Sara Kasprowicz, Office Administrator,

AGENDA ITEM

New Data Item 3 - Talking points from Mayor's office regarding Crisis Support Team

BACKGROUND

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. CST - Talking Points
2. CST - Talking Points

APPROVED BY

Kasprowicz, Sara

From: Thomas, LaShawn
Sent: Friday, January 22, 2021 11:29 AM
To: Kasprowicz, Sara; Bahr, Scott; Donovic, Rob; Jolly, Jim; McCullough, Brandon; McIntyre, Kathleen; Toy, Laura; White, Cathy
Cc: Mayor Staff
Subject: Crisis Support Team (item 3 on the January 25 meeting agenda)
Attachments: CST - Talking Points.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Council members – and Happy Friday!

On January 25, Chief Caid will share some exciting information on the creation of the department's first ever "Crisis Support Team" (CRT). This team will be equally beneficial to our officers and to our community. The attached document provides some background and talking points (thank you Josh!). I thought this might be helpful as you engage in discussions with the public and/or media.

Please let me know if you have any questions or would like additional support. I am happy to help and am always open to suggestions and feedback!

Have a wonderful weekend,
LaShawn

LaShawn Thomas
Director of Government Affairs
City of Livonia | Mayor's Office
(734) 466-2205
lthomas@livonia.gov

CRISIS SUPPORT TEAM

Notes:

- The Hegira/LPD Contract on the agenda Jan. 25 sets the foundation of the Livonia Police Department's Crisis Support Team (CST).
- This is a first-of-its-kind program in Southeast Michigan, with the CST social workers (2) directly embedded within the Police Department.
- CST will respond or co-respond with police officers to specific calls for service – behavioral health crises, substance abuse problems, group home issues, etc.
- CST will follow up with specific individuals/cases as needed, building relationships with individual residents.
- This will reduce repeat calls for service in the future, engaging CST personnel rather than police officers.
- Police Officers will be freed up for other public safety tasks.
- Contract is funded by already-budgeted Police Department funds.
- The CST will join the Department through a contract with Hegira Health, which since 1971 has been a leader in behavioral healthcare and is one of Michigan's largest behavioral healthcare organizations.
- LPD will vet the CST social workers, who will remain Hegira employees.

Possible Talking Points:

- This contract frees up our Livonia Police officers to spend more time on the police work, working to keep our City safe.
- This is an opportunity for us to better serve our community's diverse and constantly changing needs.
- This program exemplifies how our Police Department is rising to the challenge of changing demands of the job.
- This is something that Chief Caid and his team have been working on for years.
- As behavioral health and substance abuse issues become more common, police officers are too often the only ones to turn to in those situations. This program ensures we have certified professionals with an expertise in helping individuals in need.



REPORT TO THE LIVONIA CITY COUNCIL

Police

December 29, 2020

MEETING DATE

January 25, 2021

PREPARED BY

Diane Warterian, Program
Supervisor, Police

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE AGREEMENT WITH HEGIRA HEALTH, INC.: Division of Police, re: to provide law enforcement/mental health co-response services to the residents of Livonia.

BACKGROUND

For nearly two years, the Livonia Division of Police has been in discussion with various groups and individuals regarding the demands placed on police officers responding to a wide range of social issues. These discussions have included Chief Judge Timothy Kenny of the 3rd Judicial Circuit Court and Chief Judge Freddie Burton Jr. of Wayne County Probate Court.

These discussions have focused on alternatives to incarceration for individuals that have mental health issues, through both the criminal and probate divisions of the Wayne County Circuit Court with the goal of directly addressing the underlying mental health issues. The objective is to hold the individual accountable for their actions while the long-term goal of seeking appropriate treatment, to help ensure that the individual enjoys a healthy and productive life.

Part of this project involved the Wayne State University Center for Behavioral Health and Justice. Under the leadership of WSU Project Coordinator Nanci Hambrick, researchers visited the Livonia Police Department and were provided detailed information from members of our agency regarding calls for assistance with servicing or mitigating issues involving people in various stages of mental health crisis. These calls include individuals that indicated they were suicidal, delusional, sustain a chemical dependency, were incapable of caring for themselves and more.

Although members of the Livonia Police Department are highly educated, 78% hold bachelor's degrees and 22% have obtained associates degrees, they are not psychologists or certified social workers. They are police officers committed to serving our community with the tools and resources at their disposal. And they do a phenomenal job!

Additionally, Livonia has over 50 group homes. The majority of these operate without issue while serving their clients and contributing to their neighborhoods. However, some of these facilities have

reoccurring challenges, with various sources, and are a repeated drain on law enforcement services to address client or staffing challenges.

RECOMMENDATION

Therefore, pursuant to Finance Ordinance 3.04.140. d.3. The Livonia Division of Police is requesting a waiver of the sealed bid process to utilize the resources of Hegira Health, Inc., 37450 Schoolcraft Road, Livonia, 48154, in providing two master degree level social workers to be embedded with the Livonia Police Department at a cost not to exceed \$190,000.00 for compensation of services.

The individuals assigned to the Livonia Police Department will meet the standards set forth in the attached agreement, which also allows the Livonia Police Department the ability to vet applicants for this assignment. This process is necessary as the individuals will be supplied work space within the police department and by that nature, be subject to Criminal Justice Information System (CJIS) regulations of confidentiality.

FISCAL CONSIDERATION

Funds are not specifically allocated for this project. However, in conjunction with the approval of Mayor Brosnan and Director of Finance Michael Slater, funding will occur within the current Livonia Police Department budget. The account to be utilized will be Contractual Services 101-304-818-000. Necessary internal re-allocations will occur, but will not affect the ability to staff our police officers, thus maintaining our ability to serve our community. Additionally, I am confident that we will obtain grant funding to assist in offsetting costs associated with this program with the goal of having no effect on our current budget.

ATTACHMENTS

1. Livonia City of Vendor Agreement 12.18.20

APPROVED BY



Date: December 29, 2020

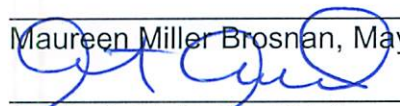
Michael T. Slater, Finance Director



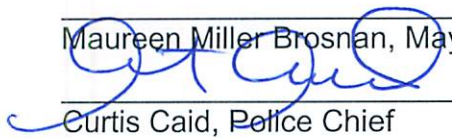
Date: December 30, 2020

Paul Bernier, City Attorney




Maureen Miller Brosnan, Mayor

Date: January 07, 2021


Curtis Caid, Police Chief

Date: January 14, 2021

Vendor Agreement

City of Livonia and Hegira Health, Inc.

This is a vendor agreement between the City of Livonia (City), located at 33000 Civic Center Dr., Livonia, MI 48154 and Hegira Health, Inc. (HHI) located at 37450 Schoolcraft Rd., Ste. 110, Livonia, MI 48150 and is effective upon the beginning of the provision of services.

Purpose:

The Livonia Police Department (LPD) seeks to embed mental health clinicians within their department to provide law enforcement/mental health co-response services to the residents of Livonia.

Statement of Work:

HHI will provide two full time, licensed, Masters-level clinicians (Social Worker, Counselor or Psychologist) to be embedded within LPD. The clinicians will be available to co-respond with officers at the scene either in real time or be called out by the officer after their initial dispatch to the scene. The clinicians will follow-up with individuals whom they have had contact with and provide ongoing crisis stabilization services to ensure they are linked to treatment and services in the community. To ensure timely access, the clinicians will also be available to provide telehealth consultation and assessment services either to support officers in the field or directly for persons needing services. The designated clinicians would respond only to LPD calls for service and would not respond to calls for any other jurisdiction. HHI and LPD will work together to interview and select candidates and ensure that all background clearance and credentialing documents are obtained and verified prior to employment.

Compensation:

HHI will employ two Mobile Crisis Co-Response Clinicians available exclusively to LPD to provide all services required under this Agreement. HHI will be responsible for all direct and indirect program expenses, including, but not limited to, salary, benefits, equipment, travel, insurance, supervision, and program administration. HHI will be reimbursed by LPD an amount of \$40 per compensable hour paid by HHI to the designated program staff in accordance with HHI personnel policies, including allowances for training, holidays, or Paid Time Off. HHI will submit a monthly invoice detailed by program staff member indicating the number of hours compensated for the month and the corresponding total due from LPD. Such invoice will be provided by the 10th of each month for services delivered during the prior month with payment due from LPD within 30 days of the invoice date.

Independent Contractor Status:

It is understood by and between the parties that HHI is an independent contractor and that no employee/employer relationship is created under this Agreement. HHI and its employees are not employees of the City of Livonia or the Livonia Police Department and are therefore not entitled to any benefits afforded under such relationship. HHI will be responsible for all payments of wages, benefits, and taxes for program staff in accordance with company personnel policies and applicable laws. HHI will carry worker's compensation and liability insurance coverage for its employees as required by law and in amounts consistent with industry standards.

Representation, Limitations, and Indemnification:

HHI represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and that it has all necessary rights, title and licenses to provide the services under this agreement.

HHI represents and warrants that it will perform the services in a professional manner in accordance with industry standards.

Records Management:

HHI shall maintain appropriate records relating to service, client care, and financial information. All records of service will be documented in HHI's electronic health record. Individuals choosing to continue with community-based services following the initial crisis contact will be required to consent to a program specific release of information, that includes both HHI and Livonia Police Department. HHI will keep all records for ten years after the termination of this agreement.

Confidentiality:

Both HHI and LPD will keep confidential and not disclose the other party's confidential information without express permission via written consent. Additionally, both parties agree not to use, or permit others to use the other party's confidential information for any purpose other than related to the provision of services. Both parties will take all reasonable measures to avoid disclosure of confidential information, including, at a minimum, those measures and degree of care it takes to protect its own confidential information. Nothing herein shall be construed to limit or prohibit the City's compliance with the Freedom of Information Act, MCL 15.231, *et seq.*

HHI, its personnel, and anyone it may contract with to provide services under this agreement, shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191, as amended) and 42 CFR Part 2: Confidentiality of Substance Use Disorder Patient Records.

Conflict of Interest:

The City of Livonia agrees to not directly hire HHI staff placed in the Mobile Crisis Co-Response Clinician positions unless they have been previously vacated from the position for at least twelve consecutive months. Both HHI and the City of Livonia affirm that no principal, representative, agent, or other person acting on behalf of or legally capable of acting on behalf of each entity is currently an employee of the other entity. If such a person comes to exist in the future, measures will be taken to ensure confidentiality of sensitive information.

Standard Assurances and Non-Discrimination:

No employee or applicant for employment with HHI shall be subjected to discrimination with respect to hiring, recruitment, advancement or discharge, and shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, and policies prohibiting discrimination.

Debarment and Suspension:

HHI certifies to the best of its knowledge and belief that it and its subcontractors:

- I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.
- II. Have not within a three year period preceding this agreement been convicted of, or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing in a public transaction or contract; violation of state and/or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- III. Have not within a three-year period preceding the effective date of this agreement, had one or more public transactions terminated for cause or as a result of default.

Term and Termination:

The term of this agreement shall commence upon the beginning of the provision of services and shall terminate upon the occurrence of any of the following:

- I. Either party may terminate this agreement for cause if the other party is in breach by providing written notice to the breaching party within thirty days of the breach. The notice shall specify the breach for which the agreement is potentially being terminated with the desired cure necessary to prevent contract termination. If the breaching party fails to remedy the breach to the satisfaction of the other party before the effective date of termination, this agreement shall terminate.
- II. Either party may terminate this agreement without cause upon thirty days prior written notice to the other party.

Miscellaneous:

- I. This instrument contains the entire Agreement of the parties, and all prior verbal and/or written negotiations are merged herein. Any amendments or modifications to this Agreement must be approved by both parties in writing and shall be incorporated by an addendum or attachment to this Agreement.
- II. Photocopies, Facsimile transmissions, and other reproductions of this Agreement will be deemed to be original counterparts of this Agreement.
- III. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or its application to any person or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
- IV. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or privilege.

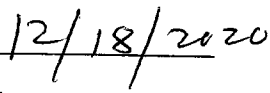
Certification:

The persons signing on behalf of each party certify by their signatures that they are authorized to sign this agreement on behalf of each party and that this agreement has been authorized.

Hegira Health, Inc., Certified Signature



Carol Zuniga, Executive Director



Date

City of Livonia, Certified Signature

Name, Title

Date