

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, July 8, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **Zoning Permit Application Fees**
2. **2019 CCF Budget Amendment (See A)**
3. **List Psychological Contract for Services to Children or Families through MDHHS (See B)**
4. **Court Request for Additional Funds for Visiting Judge**
5. **Deckerville Property “The Oxbow” Clarification (See C)**
6. **Update Regarding Caro Psychiatric Hospital – Jean Doss 9:30**

On-Going and Other Finance

Finance

1. **MREC**
2. Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46
3. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
4. Opioid Lawsuit
5. Preparation of Updated Multi-Year Financial Plan
6. Continue Review of Road Commission Legacy Costs
7. **2018 Comprehensive Annual Report**
8. Convert to New State Chart of Accounts
9. 2020 Budget Development
10. Second Year MIDC Plan and Budget
11. Determine if any Drain Bonds can be Retired Early or Refinanced

Technology

1. Animal Control Camera and Other Security
2. New Server and Network Storage Capacity
3. Jail Live Scan Scanner
4. GIS Update
5. Increasing On-Line Services
6. Updating County Web Page
7. Implementation of New Computer Aided Dispatch System
8. CLEMIS Road Patrol Software – Impacts on Local Police Departments
9. New Kronos Time Attendance and BS&A Finance/General Ledger Software

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **IT Staffing Changes**
2. **Controller/Administrator Contract**

On-Going and Other Personnel

1. 4-H Presentation
2. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
3. Strengthen and Streamline Year-End Open Enrollment
4. Evaluate Potential Training Programs
5. Start the Development of Pay Grade Schedule and Updated Job Descriptions
6. Scheduling a MAC 7th Meeting to Determine if Organization will Continue

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

On-Going and Other Building and Grounds

1. County Jail Study
2. County Land Bank
3. Recycling Relocation Update
4. Cass River Greenways
5. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
6. County Property Ownership Inventory
7. Review of Alternative Solutions Concerning the Caro Dam
8. Sidewalk Improvements and Parking Lot Sealing
9. Purdy Building Awning, Sign and Stucco Repairs
10. Jail Entrance Step and Ceiling Tile
11. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
12. Potential Sale of Certain County Properties
13. New Septic System at Vanderbilt Park and Vegetation Clearing
14. Health Department Painting, Animal Control Ceiling and Court Windows
15. Recycling Soil Removal and Construction

Other Business as Necessary

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies

Public Comment Period

**Updated Request of the Tuscola County Board of Commissioners to
Reinstate the Child Care Fund In-Home Care
Supervised Visitation and Parent Education Program
7/8/19**

We respectfully request: (1) The Tuscola County Board of Commissioners support the reinstatement of the Child Care Fund In-Home Care Supervised Visitation and Parent Education Program and (2) The Tuscola County Board of Commissioners approve Tuscola County to enter into a Contract with List Psychological to provide the services as outlined below.

The cost of the contract for the remainder of fiscal year 2019 7/8/19 – 9/31/19) would be 600 hours/units at \$30.00 per hour/unit plus \$1,250.00 in mileage and \$125.00 in Specific Assistance reimbursement for a total of \$19,375.00. After eligible 50% Child Care Fund State reimbursement, the cost to Tuscola County would be approximately \$9,687.50. We thank you in advance for your consideration.

The Child Care Fund (CCF) reimbursement program is the result of a collaborative effort between Michigan's circuit courts, county governments, tribes, state and county Department of Health and Human Services (MDHHS), to support the reimbursement of costs for programming for neglected, abused, and delinquent youth in Michigan. Most of the programming is designed and administered by Michigan's circuit courts, county governments, tribes, and county MDHHS offices, based on the needs of the community. The State of Michigan oversees and administers required programming at the state level for youth placed in out-of-home care due to abuse or neglect cases. After expenditures have been incurred, requests for reimbursement for eligible direct out-of-home placements and in-home care (IHC) services are made to the state MDHHS.

MDHHS receives an annual, legislatively-appropriated budget to support CCF reimbursement-eligible programs and placements for eligible child welfare and juvenile justice youth as defined below:

- An MDHHS youth in either a Category I or II Children's Protective Services case.
- Any youth in a court ordered MDHHS-supervised foster care placement.
- A delinquent youth for whom a petition, complaint, or referral has been filed and accepted by the court, and who:
 - Receives IHC intensive services, or
 - Is placed in court ordered out-of-home care, or
 - Has a plan for early exit from out-of-home care.

CCF is the primary fund source for serving delinquent, neglected, and/or abused youth. Each Michigan county/tribe has a specific account for their CCF, which is funded

primarily through county tax dollars and donations. The state supports the county's CCF with a 50 percent reimbursement on eligible direct costs.

The goal of CCF reimbursement is to ensure funding for programs that provide services aimed at keeping children in their homes through successful intervention and rehabilitation for juveniles and to assist with achieving permanency for children in a safe and timely manner. CCF reimbursement assists with costs for intensive IHC services, out-of-home placements, and related supportive services such as drug screening and therapy.

An in-home care (IHC) program is intended to provide early intervention services for youth who are within, or likely to come within, the jurisdiction of the family court for delinquency, abuse, or neglect and/or those affecting a youth's early return to his or her home from foster care or institutional care. IHC programs are for youth who are within or likely to come within the jurisdiction of the circuit courts or tribal court.

The Tuscola County Parent Education and Supervised Visitation Program would provide parent education as well as supervised face-to-face parent contact between parents and their children while the in-home care provider teaches and demonstrates to parents appropriate parenting techniques, discipline and family interaction. The Tuscola County Parent Education and Supervised Visitation Program would serve youth/families in an MDHHS Category I or II Children's Protective Services case and/or youth/families in court ordered MDHHS-supervised foster care. The goal of the program is to reduce the number of youth petitioned through Abuse/Neglect Court proceedings and to reduce the number of days in family foster care. The focus of the Parent Education and Supervised Visitation Program is to provide early intervention to educate parents and to treat within the child's home. The in-home care provider would be responsible for providing a safe, nurturing environment for parent education and parenting time and assist in furthering the development of parenting skills that are healthy and promote child well-being. Cases will be assigned via a referral from DHHS staff through which a written visitation and/or education plan will be developed incorporating strengths, needs, goals, objectives, parenting time schedules, locations, and parenting issues that need be addressed. Some of the duties of the Parent Education and Supervised Visitation Program in-home care provider would include: teaching parents, mentoring parents, modeling behaviors for parents, coordinating and arranging visits (including transportation arrangement), maintaining a visitation environment that is healthy for all and interceding on the children's behalf if inappropriate behaviors are observed, providing parental direction, maintain ongoing conferencing with DHHS staff, testifying in court, completing required documentation, and enforcing specific court visitation requirements, etc. For youth in out of home placement, the case plan would reflect an early return goal.

The Tuscola County Supervised Visitation and Parent Education in-home program operated from fiscal year 2012 through fiscal year 2018. Based on information that contract dollars might be available through the State, the program ended March 31, 2018.

While the program was in effect, we observed the following estimated savings in foster care days for youth and foster care dollars spent:

Fiscal Year	Youth	Budget	Remaining	Spent	Cost to County after 50% Reimbursement from the State	CFC Days Saved	Estimated Savings at \$18.92 x days x youth
2018	37	\$37,496.00	\$6,829.35	\$30,666.65	\$15,333.33		
2017	49	\$108,378.00	\$56,652.81	\$51,725.19	\$25,862.60	211	\$195,613.88
2016	70	\$106,684.00	\$28,876.02	\$77,807.98	\$38,903.99	218	\$288,719.20
2015	86	\$109,572.00	\$35,497.41	\$74,074.59	\$37,037.30	285	\$463,729.20
2014	72	\$77,367.20	\$16,172.86	\$61,194.34	\$30,597.17	138	\$187,989.12
2013	63	\$54,660.00	\$13,657.55	\$41,002.45	\$20,501.23	325.8	\$388,340.57
2012		\$54,660.00	\$11,046.91	\$43,613.09	\$21,806.55		

In addition, since 2013, MDHHS Tuscola County has shown a significant decrease in the number of youth in foster care. We attribute this in part to the Supervised Visitation and Parent Education in-home program.

**INDEPENDENT CONTRACTOR AGREEMENT
TUSCOLA COUNTY, MI
List Psychological Services PLC, 443 N. State St., Caro, MI 48723**

This agreement, made and entered into this _____ of _____, _____, by and between Tuscola County, party of the first part, and List Psychological Services PLC, 443 N. State St., Caro, MI 48723, hereinafter referred to as the "contractor" party of the second part;

WHEREAS, Tuscola County desires to establish an independent contractor relationship for providing services as Tuscola County deems necessary,

WHEREAS, List Psychological Services PLC is ready, willing and able to provide services as desired by Tuscola County and is recognized as an *independent contractor*;

NOW THEREFORE, in consideration of this mutual agreement hereinafter contained, subject to the terms and conditions, hereby understood, and agreed by the parties hereto as follows:

ELIGIBLE CLIENTS: The Contractor shall provide services to children or families who have active Michigan Department of Health and Human Services (MDHHS) Tuscola County Child Protective Services (CPS) Category I or II cases or MDHHS Tuscola County Foster Care Cases (CFC) with children under the age of 18. Referrals will have approval of the caseworker's supervisor. Services may continue if a move occurs into an adjacent county if the youth or family remain/s involved in an MDHHS Tuscola County CPS/CFC case or under the jurisdiction of the Tuscola County Probate/Family Court.

PROFESSIONAL SERVICES: Contractor shall:

- Once referral is received, initiate contact with the referring worker;
- Confirm referral;
- Discuss case dynamics;
- Identify family needs;
- Develop service goals and objectives;
- Establish time frames and a schedule of contacts.

Initial contact with the family, in person or by telephone, shall occur within seven working days of receiving a written referral. Initial meeting shall be coordinated with the referring worker with the family to develop goals and objectives with time frames. All parties to receive a copy of the action plan.

The action plan is to be case specific addressing needs of the child/family. These services address the need for child care techniques, education, home management, budgeting, stable housing, nutritional information, employment, treatment opportunities.

Implementation of services can include but are not limited to: supervised face-to-face contact between parents and their children and/or parent education while the contractor teaches and demonstrates to parents appropriate parenting techniques, discipline and family interaction; teaching parents; mentoring parents; modeling behaviors for parents; teaching of skills addressing nutrition, parenting, money management, facilitating connections to community resources; adequate home maintenance, communication skills; coordinating and arranging visits (including transportation arrangement); maintaining a visitation environment that is healthy for all and interceding on the children's behalf if inappropriate behaviors are observed; providing parental direction; maintaining ongoing conferencing with MDHHS staff; testifying in court; completing required documentation; and enforcing visitation specific court requirements.

Arrangements will be made for transportation to necessary activities when warranted, such as: visitations, shopping, paying of bills and counseling services as examples.

DOCUMENTATION:

- A program plan of action is to be submitted within 15 days from date of referral. The plan of action shall be case specific addressing needs and strengths, goals and objectives, services, safety issues, visitation program with time frames in supporting families' success.
- A summary and contact report are due within 5 days of each family visit. This report addresses the action plan, how the family has or has not met the goals and objectives, strengths, weaknesses, interventions, preparation for the visit, activities, subjects discussed and any barriers in meeting the plan of action.
 - Attached to the report shall be a summary of the visitation contact narrative.
- A Termination Summary report is due upon closure of the case. Report shall address:
 - Closure reason
 - Safety issues, anticipated concerns, safety plan
 - Placement/living arrangement of children at closure
 - Closing summary

COMMUNICATION: Communication with the referring worker and/or supervisor in absence of the referring caseworker shall occur weekly informing of the progress or lack of progress that is being made. This communication can be by phone, email or face to face.

Contractor will provide a business phone number and answering point for the client, referring worker, supervisor, Tuscola County, or other community members to establish contact and/or leave a message.

CLIENT RECORDS: Contractor shall maintain and be able to produce upon request the

following documents:

- Referral form;
- Date of contacts – contact summaries;
- Methods of service delivery;
- All contacts with client;
- Documentation of events;
- Any other documentation that may pertain to clients;
- Total number of units of service delivered to each client

All records and documentation shall be maintained in a safe and secure location.

COMPENSATION: Contractor shall submit monthly payment vouchers for verification of units provided and contacts during the billing cycle with the unit rate. Reimbursement shall be made on a monthly basis. Requests for payment over 90-day period may be denied for payment. A unit is defined as one hour of face/face, email, contacts with caseworker/supervisors, agencies affiliated with the family and report writing, travel, phone, or any contacts visit with referred client. Units may be billed in one quarter of an hour increments. Contractor shall provide up to 600 hours at the unit rate of **\$30.00** per hour. In addition, Contractor is allowed **\$125.00** in Specific Assistance reimbursement of approved purchases made on behalf of the family and **\$1250.00** in mileage reimbursement from List Psychological Services PLC, 443 N. State St., Caro, MI or Tuscola County Courthouse, 440 N. State St., Caro, MI whichever is closer. Total contract cost not to exceed **\$19,375.00**.

No other funding through fees or charges to any client is permitted under this Agreement.

INDEPENDENT CONTRACTOR: It is agreed that the contractor is acting as an independent contractor, representing itself to the general public as an independent contractor for the other work or contracts as contractor desires; furthermore, it is agreed that Tuscola County will not discourage or inhibit the contractor from entering into any other contracts for like or similar services; furthermore, it is agreed this agreement is not exclusive.

CONFIDENTIALITY: The use or disclosure of information concerning services to applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to purpose directly connected with the administration of the programs implemented by this Agreement. The Contractor shall at all times treat each individual they are providing services with dignity and respect.

TAXES: It is agreed that the Contractor shall accept full responsibility for any and all taxes that may be lawfully due to any governmental unit as a result of payments made by Tuscola County. Tuscola County shall provide Form 1099 at the end of the year for tax purposes.

INSURANCE COVERAGE: The Contractor shall provide general liability insurance in such amount as necessary to cover all claims which may arise out of the Contractor's operations

with copy of the insurance coverage provided to Tuscola County. Unemployment compensation coverage, and worker's compensation insurance shall be maintained in accordance with the applicable Federal and State law and regulations.

Contractor shall at all times be regarded as an independent contractor and shall not at any time as an agent for Tuscola County.

LIABILITY: The Contractor shall indemnify, save and hold harmless Tuscola County against any and all expenses and liability of any kind which Tuscola County may sustain, incur or be required to pay arising out of this Agreement. Further, if the Contractor becomes involved in or is threatened with litigation, the Contractor shall immediately notify Tuscola County.

TERM: This agreement shall cover the period from this _____ of _____, _____, through September 30, 2019.

TERMINATION OF AGREEMENT: Payment source is solely based on available funds, and if availability of the funds no longer exists, the agreement is terminated immediately.

Either party may terminate the Agreement with 30 days written notice, submitted to Tuscola County.

CHANGES: A review of the contract will be annually. Any changes in the terms and conditions provided for under this agreement shall be agreed upon in advance by both parties in writing. Failure to agree upon such changes or failure to sign such changes shall terminate the agreement immediately.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed by their respective officers duly authorized to do so.

Jacqueline List, COO, List Psychological Services PLC

Date

Thomas Bardwell, Chairperson, Tuscola County Board of Commissioners

Date



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Tuscola County Mystery Parcel In Ellington Township "The Oxbow"

3 messages

Cody Horton <chorton@tuscolacounty.org>

Tue, Jul 2, 2019 at 4:11 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Ashley Bennett <abennett@tuscolacounty.org>

Clayette,

I think we've got as much clarification on the oxbow property as we're going to get. It appears that there has been an error where two parcels became transposed which incorrectly shows the county as owning the land.

The current parcel number for that property is 008-033-000-1600-00. The current description for that parcel technically only follows the Deford - Caro road and does not close. This description matches a deed (L-400 P-445) from the 70's that transfers the 50 ft right of way for that road from the county to the road commission. The county obtained that right of way back in 1922.

A second parcel number 008-033-000-1100-00 appears to have fallen off the tax roll. This parcel describes land north of the White Creek. We've been able to trace this back to 1938. This description fits our mystery parcel if we consider that the oxbow lake is the remainder of the original boundary of the White Creek. Our records indicate that the last owner of the parcel was Elmer Blankenship. We did find a deed (L-1403 P-1166) that transfers 1100-00 from Elmer to Alvin and Rosemary Blankenship; however this isn't reflected in our database.

My guess is an error occurred and caused 1100-00 to become retired. It was then mistakenly replaced by 1600-00 which had a similar description in that it followed the road boundary. To my eye the oxbow property should be 008-033-000-1100-00 and should likely be owned by Alvin and Rosemary Blankenship.

At this point I'd suggest this issue be sent over to the township. There are a few questions I'd think they would want to have answers to:

Why was 1100-00 retired in 1997?
 Why is the Deford right of way assigned a parcel number (1600-00)?
 Why were these transposed?
 Which Blankenship has ownership - Elmer or Alvin and Rosemary?

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Cody Horton
Tuscola County GIS Coordinator
989.672.3832

Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Jul 4, 2019 at 7:11 AM

To: Cody Horton <chorton@tuscolacounty.org>

Cc: Ashley Bennett <abennett@tuscolacounty.org>

Thank you for the update, and solving some of the mysteries. You guys are awesome!
 I will add this to the agenda for Monday's meeting so we can update the commissioners.

[Quoted text hidden]

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Clayette A. Zechmeister

Clayette A. Zechmeister
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Visit us Online for County Services @ www.tuscolacounty.org