



# TUSCOLA COUNTY

## Committee of the Whole

### MEETING AGENDA

Monday, May 23, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

**Public may participate in the meeting electronically:**  
**Join by phone:** (US) +1 929-276-1248 PIN:112 203 398#  
**Join by Hangouts Meeting ID:** [meet.google.com/mih-jntr-jya](https://meet.google.com/mih-jntr-jya)

8:00 AM Call to Order - Chairperson Bardwell  
Roll Call - Clerk Fetting

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#### County Updates

1. Michigan Association of Counties (MAC) Updates - Deena Bosworth, MAC Director of Governmental Affairs

#### New Business

1. Multi-Year Plan for Region VII Area Agency on Aging's Services for Tuscola County - Maryanne Eagle, Human Development Commission Finance Director and Kristy Sutherland, Human Development Commission Senior Services Director
2. Federal Emergency Management Agency (FEMA) Floodplain Laws and the Impacts to the Residents of Tuscola County - Steve Anderson, Emergency Manager  
[Federal Emergency Management Agency \(FEMA\) Information](#) 4 - 25
3. Hazardous Materials Emergency Preparedness (HMEP) Planning Program Fiscal Year 2021-2022 Grant Agreement  
[Hazardous Materials Emergency Preparedness \(HMEP\) Planning Program FY 2021-22 Grant Agreement](#) 26 - 33
4. Community Corrections Fiscal Year 2023 Grant Application Approval Resolution - David L. Stevens, Community Corrections Coordinator Thumb Area Regional Community Corrections  
[Resolution 2022-10 Fiscal Year 2023 Community Corrections Grant Application](#) 34 - 75

[5 Day Housing](#)  
[Administratation](#)  
[Community Corrections Advisory Board \(CCAB\) Program Description](#)  
[FY 2023 Part One](#)  
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[Outpatient Treatment](#)  
[Substance Abuse Thumb](#)  
[Thinking Matters](#)

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| 5. | Tuscola County Suicide Prevention Coalition Request to Use Tuscola County Courthouse Lawn on September 7, 2022<br><a href="#">Tuscola County Suicide Coalition Prevention Request</a>   | 76       |
| 6. | Resolution to Proclaim September as Relay for Life Month in Tuscola County<br><a href="#">Relay for Life Proposed Resolution</a>  | 77 - 78  |
| 7. | Request from Tuscola County Health Department - Amanda Ertman, Health Officer<br><a href="#">Health Department Request to Speak with Board of Commissioners</a><br><a href="#">Health Department Lease Agreement, Payment Information</a><br><a href="#">Tuscola County Health Department Sign Display</a><br><a href="#">Ken Martin Electric Estimate-Health Department Sign-Electrical Work</a> | 79 - 88  |
| 8. | Champagne & Marx Excavating Inc. Agreement for Exterior Water Service and Demolition of Sprinkler System at Michigan State Police Post<br><a href="#">Champagne &amp; Marx Excavating Contract-Michigan State Police</a>  | 89 - 98  |
| 9. | Winner Fire Protection, LLC Agreement for Interior Fire Suppression Modification at the Michigan State Police Post<br><a href="#">Winner Fire Protection Contract-Michigan State Police</a>   | 99 - 108 |

## Old Business

### Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

**Primary Finance/Technology**

**On-Going and Other Finance**

**On-Going and Other Technology**

### Building and Grounds

Committee Leader **Commissioner DuRussel** and Commissioner Grimshaw

**Primary Building and Grounds**

1. Annex Rooftop Replacement Bid Openings, Mike Miller, Building and Grounds Director

**On-Going and Other Building and Grounds**

**Personnel**

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

**Primary Personnel**

**On-Going and Other Personnel**

**Other Business as Necessary**

**On-Going Other Business as Necessary**

**Public Comment Period**

**Adjournment**

# Rate Explanation Guide

FEMA's new rating methodology, **Risk Rating 2.0: Equity in Action**, considers specific characteristics of a building – the **Where, How, and What** – to provide a more modern, individualized, and equitable flood insurance rate. Understanding these characteristics helps to identify the building's unique flood risk and associated premium.

## WHERE It Is Built (Property Address)

FEMA uses the building's property address to determine flood risk for the property. The property address is used to determine:

- **A building's distance to flooding sources**, including the distance to the coast, ocean, rivers, and Great Lakes.
- **The ground elevation** where the building is located relative to the elevation of the surrounding area and the elevation of nearby flooding sources.
- **Other characteristics** such as the community where the building is located and how that relates to the Community Rating System discount or whether the building is on a barrier island.



## HOW It Is Built (Building Characteristics)

Knowing the physical characteristics of a building provides a deeper understanding of the building's individual flood risk and how it may impact premium. Relevant variables include:

### Building Occupancy

The type (and use) of the building being insured sets available coverage limits and determines what is covered as indicated in the policy form.

### Foundation Type

The foundation type provides important insight as to where the flood risk is likely to begin. For instance, risk varies based on whether a building's foundation is underground, at ground, or above ground.

### First Floor Height

Buildings whose first floor is higher off the ground have lower flood risk.

### Number of Floors

Buildings with more floors spread their risk over a higher area.



### Unit Location

Individual units on higher floors have lower flood risk than units on lower floors.

### Construction Type

Masonry walls perform better in different flooding events than wood frame walls.

### Flood Openings

Flood openings can lower a building's flood risk as they allow floodwaters to flow through a building's enclosure or crawlspace.

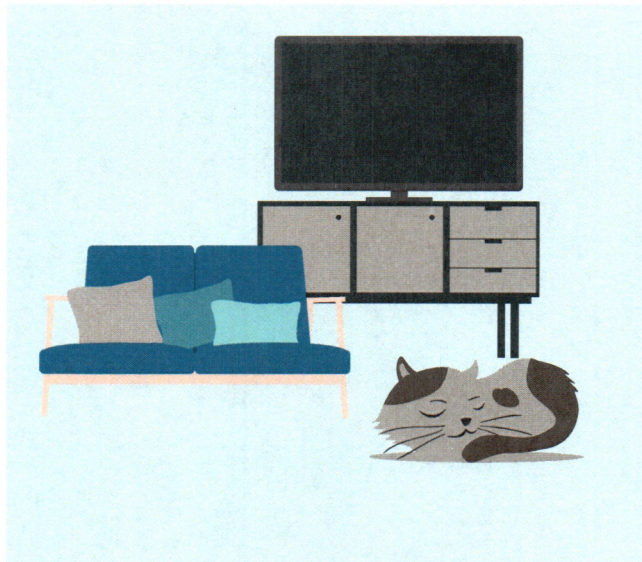
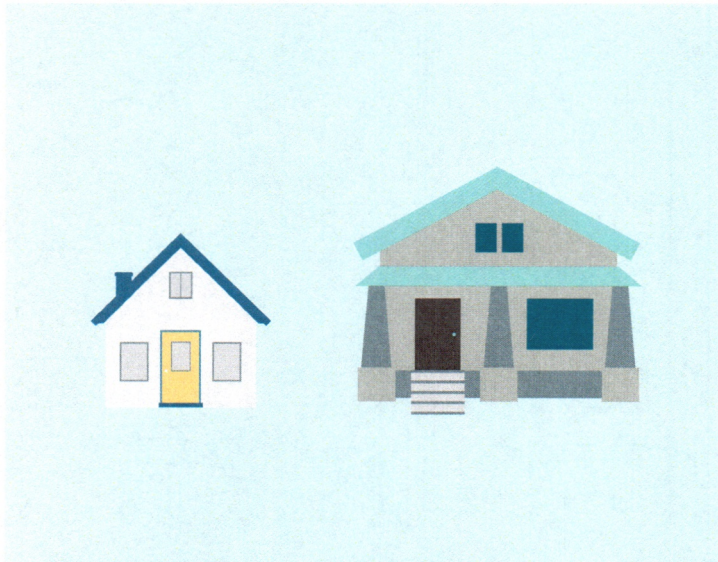
### Machinery & Equipment

Elevating above the first floor lowers the risk of damage to machinery & equipment covered in the policy.



## WHAT Is Built and Covered (Replacement Cost and Coverage)

The building's replacement cost value, the amount of coverage requested, and the deductible choices influence the insurance premium.



### Building Replacement Cost Value\*

Buildings with higher costs to repair generally result in higher losses, resulting in higher premiums.

### Building and Contents Coverage

Policies with higher coverage limits have higher potential loss costs, which lead to higher premiums. Building coverage and contents coverage amounts are selected separately.



### Building and Contents Deductible

Policyholders who choose higher deductibles are assuming more of the risk during a flood event, which can result in a lower overall premium. Choosing a higher deductible means policyholders will need to cover more of the cost to rebuild out of pocket.

\* The Building Replacement Cost Value used for rating does not affect the replacement cost value determined at time of loss.

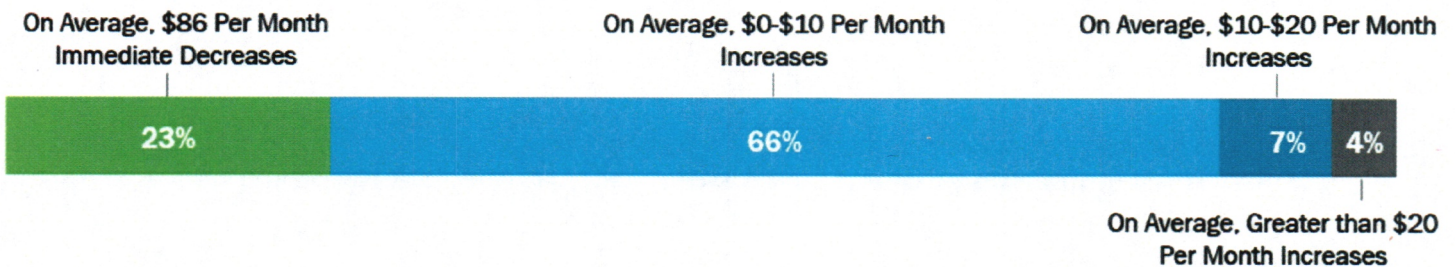
# Risk Rating 2.0 is Equity in Action

FEMA is committed to transforming the National Flood Insurance Program (NFIP) into one that people value, trust, and best serves the nation. By leveraging industry best practices and current technology, FEMA aims to deliver rates that are equitable, easier to understand and better reflect a property's individual flood risk.

FEMA has a statutory responsibility to clearly communicate flood risk. Risk Rating 2.0 allows FEMA to provide individuals and communities with information to make more informed decisions on purchasing flood insurance, initiating, and informing appropriate mitigation options to help lower flood insurance rates. The current rating methodology has not changed since the 1970s. Over the years, technology has evolved and so has FEMA's understanding of flood risk. Risk Rating 2.0 allows FEMA to calculate premiums more equitably across all policyholders based on the value of their home and individual property's flood risk.

Under the **current rating methodology** policyholders on average see premium increases of **\$8 per month**.

Under the **new pricing system**, 96% of current policyholders will see either an **immediate decrease** or **\$20 or less per month increase** in their premiums. (Figure 1 Bar Graph)



A key part of developing nationwide preparedness is transforming the NFIP to ensure disaster survivors and communities can recover more quickly and more fully following flooding events. FEMA will reduce disaster-related suffering and disaster-related costs through Risk Rating 2.0 by leveraging advances in industry best practices, advanced actuarial practices, technology, flood risk modeling and the emphasis on mitigation efforts.

Over the last 50 years, FEMA has collected \$60 billion in NFIP premiums, but has paid \$96 billion in costs (including losses, operating expenses, and interest). Taxpayers and policyholders are adversely impacted when the program does not generate the revenue needed to pay claims. Risk Rating 2.0 will help put the NFIP on solid financial footing by creating a more stable program that is accountable to taxpayers.



# FEMA

**Risk Rating 2.0 is equity in action.** FEMA, through the new pricing methodology, will better inform individuals and communities about flood risk, set premiums to strongly signal those risks and promote actions to mitigate against them. Individuals will no longer pay more than their fair share in flood insurance premiums.

All NFIP policyholders have been subject to premium increases every year. However, under Risk Rating 2.0, rate increases will not continue indefinitely. FEMA recognizes that under the new pricing plan each policyholder will be affected differently based on their property's individual flood risk. Some premiums will go up, some will go down, and some will stay about the same. Under Risk Rating 2.0, roughly two-thirds of policyholders with older pre-Flood Insurance Rate Map (FIRM) homes will see their premiums decrease. For policyholders whose premiums will be going up, their policies will be transitioned using the existing statutory limits on increases imposed by Congress. In general, that means that the annual increases will be capped at 18%, only increasing until the full risk rate has been reached. Additionally, FEMA will allow existing policyholders to transfer their current discount with the sale of their property.

To begin these changes, FEMA is updating Congress and other key industry partners, state agencies, private sector and organizations to ensure a clear view and understanding of the implementation process of Risk Rating 2.0. Working with the Write Your Own companies, FEMA will communicate with policyholders to understand what these changes will mean to them.

## Mitigation Options

No one entity is responsible for mitigation. There are several mitigation opportunities at the state, tribe, and territory and community levels and actions that individuals can implement to collectively help reduce policyholders' flood insurance rates.

### Individual-Level Mitigation Actions

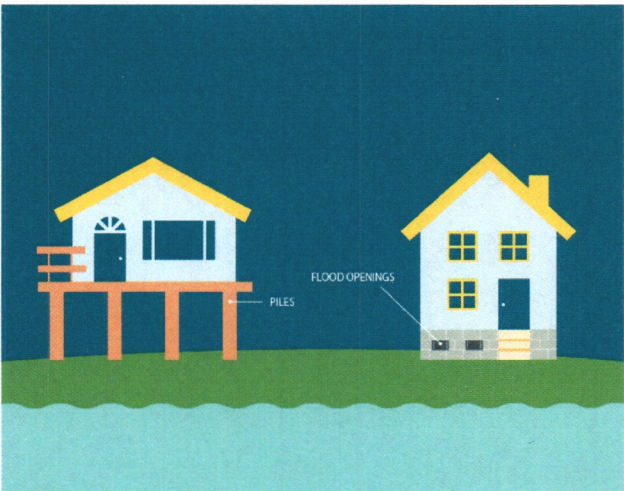


Figure 2. Two examples of individual mitigation actions to protect from future flooding

FEMA is expanding policy discounts by making them available to properties located outside of high-risk flood areas. When property owners take steps to mitigate their property, flood insurance policyholders may receive a reduced premium. Mitigation efforts, such as elevating a building or installing proper flood openings in a crawlspace, will help to reduce flood damage and potentially decrease the cost of flood insurance.

While not required, policyholders may acquire an elevation certificate, which provides more refined elevation information about their building, and submit it to their agent to determine if it will lower their rate. In addition, a benefit of the flood insurance policy is the [Increased Cost of Compliance](#) (ICC) coverage. This coverage is part of most standard flood insurance policies under the NFIP.

ICC coverage provides protection to residents with homes and businesses that have been substantially or repetitively damaged by flooding. This coverage can provide up to \$30,000 to help cover the cost of bringing their buildings into compliance with the elevation requirements of their local floodplain management ordinance.

- ICC coverage can be used for elevating, moving, or demolishing damaged structures that qualify for the coverage. Non-residential buildings may choose floodproofing as an option as opposed to elevation, relocation, or demolition.
- For a structure to qualify as being substantially damaged, the total cost of repairs must be 50% or more of the structure's pre-flood market value.
- For residents to be eligible to claim ICC funds in the "repetitively damaged" provision, the community must have a repetitive loss provision in its floodplain management ordinance and determine that the home or business was damaged by a flood two times in the past 10 years, where the cost of repairing the flood damage, on the average, equaled or exceeded 25% of its market value at the time of each flood. This is called "repetitive damage." Additionally, there must have been flood insurance claim payments for each of the two flood losses.

## Community-Level Mitigation Options

FEMA offers several hazard mitigation assistance pre- and post-disaster grants to states, tribes and communities. These grants — received by communities through coordination with states — may fund actions that reduce rates both inside and outside the Special Flood Hazard Area (SFHA).

### ***Pre-disaster Hazard Mitigation Grants***

- BRIC — Building Resilient Infrastructure and Communities
  - FEMA funds BRIC from a 6% set-aside from federal post-disaster grant funding.
  - \$500 million available (FY21).
  - Emphasis on evaluation, adoption, and enforcement of modern building codes can improve grant competitiveness.
- FMA — Flood Mitigation Assistance
  - \$200 million available (FY21).
  - Prioritizes projects benefiting NFIP-insured Multiple Loss Communities, Severe Repetitive Loss and Repetitive Loss properties, and Community Rating System participation.



## Post-disaster Hazard Mitigation Grants

- HMGP — Hazard Mitigation Grant Program
  - Funding available is a percentage of funds spent on public assistance and individual assistance for major declared disasters.
  - Projects may include mitigation plans and actions to mitigate floods and other natural hazards.
- HMGP Post-fire — Hazard Mitigation Grant Program Post-fire
  - Funding based on number of state Fire Management Assistance Grant declarations and type of hazard mitigation plan.
  - Wildfire mitigation measures, such as those that reduce the risk of flooding after a fire, are given funding priority.

In addition, participating in the Community Rating System (CRS) can reduce flood insurance rates as policyholders will continue to earn NFIP rate discounts of 5% - 45%, based on their community participation and classification. The discount is uniformly applied to all policies throughout the CRS-participating communities, regardless of whether the structure is in the SFHA. The exception is for structures in violation of NFIP regulations as noted in the Federal Code of Regulations Title 44, Section (44 CFR 60.3).

## State and Local-Level Mitigation Actions

States administer all FEMA grants and help to identify priorities for mitigation and prevention projects.



### **Adopt and enforce modern building codes and zoning regulations.**

Development in floodplains and flood prone areas should be discouraged through adoption and enforcement of codes and zoning regulations that meet or exceed the latest published editions of the International Codes and related standards.



### **Apply for Hazard Mitigation Assistance (HMA) grants.**

FEMA HMA grants (Flood Mitigation Assistance, Building Resilient Infrastructure and Communities, Hazard Mitigation Grant Program, and Hazard Mitigation Grant Program Post-fire) are available to states and communities pre- and post-disaster for mitigation projects such as installing flood openings or elevating buildings and outdoor utilities above the base flood elevation. Additional information is available at: <https://www.fema.gov/grants/mitigation>.



### **Establish and maintain a revolving loan fund for flood risk reduction projects.**

Projects to mitigate existing structures in SFHAs should be prioritized, and participation in the CRS could be a prerequisite to increase insurance rate discounts.



### **Offer state tax credits for qualifying flood mitigation activities.**

State tax credits could be prioritized for mitigation actions to existing structures in SFHAs, current NFIP policyholders, and/or policyholders facing rate increases.

Other federal agency programs that provide community-level risk management and hazard mitigation grants are available through the Department of Housing and Urban Development (HUD). These programs include the Community Development Block Grant (CDBG), Community Development Block Grant Disaster Recovery (CDBG-DR), Community Development Block Grant Mitigation (CDBG-MIT), and other similar planning grants.

## Frequently Asked Questions

### Why is the NFIP doing this now?

FEMA has a statutory obligation to charge actuarially sound premiums and inform policyholders of their flood risk. Under Risk Rating 2.0, rates will reflect each building's individual flood risk using structure-specific data that are easier to understand. With access to the latest industry technology and NFIP mapping data, policyholders will be able to better understand how their flood risk is reflected in the cost of their insurance. Without action, existing inequities would continue – widening the gap between rate payments and claims payouts and making it harder to meet the needs of our customers. As flooding events become more frequent and severe, Risk Rating 2.0 will allow FEMA to transform the NFIP into a financially stable program that is accountable to taxpayers, more accurately reflects flood risk to both policyholders and non-policyholders, and helps disaster survivors recover faster after floods.

### When will Risk Rating 2.0 go into effect?

FEMA is conscious of the far-reaching economic impacts the pandemic has had on the nation and existing policyholders and is taking a phased approach to rolling out the new rates.

- **In Phase I:** New policies beginning Oct. 1, 2021 will be subject to the Risk Rating 2.0 rating methodology. Also beginning Oct. 1, existing policyholders eligible for renewal will be able to take advantage of immediate decreases in their premiums.
- **In Phase II:** All policies renewing on or after April 1, 2022 will be subject to the Risk Rating 2.0 rating methodology.

### How will the new rating methodology impact the affordability of a policy?

FEMA recognizes and shares concerns about flood insurance affordability. Currently, FEMA does not have the statutory authority to consider affordability in setting rates but will ensure the transition to new rates under Risk Rating 2.0 complies with all statutory rate increases in place by Congress. To help address the issue, in April 2018 FEMA delivered an [Affordability Framework](#) to Congress to help policymakers consider how to provide targeted assistance to existing and potential policyholders. FEMA will continue to work with Congress to examine flood insurance affordability options.

### How will premium increases or decreases impact policyholders?

Current policyholders who will face premium decreases under Risk Rating 2.0 will transition to the lower rate immediately at the first renewal of their policy. Any premium increases will transition gradually and within the existing statutory limits until the full-risk rate for the property is reached.

## Do changes from this initiative require legislative action or approval of Congress?

Since 1968, the National Flood Insurance Act has required FEMA to periodically review, and if necessary, revise the way we set non-discounted premium rates. FEMA has always followed the congressional mandate to set non-discounted premium rates based on accepted actuarial principles. By leveraging modern technology and advanced actuarial practices, Risk Rating 2.0 is helping FEMA better meet the objectives already laid out by Congress.

## Will Risk Rating 2.0 change mandatory purchasing requirements?

No, the current effective Flood Insurance Rate Maps (FIRMs) will continue to be used by lenders to determine if a building is located within a high-risk flood area (Special Flood Hazard Area) and if the purchase of flood insurance is mandatory under federal law. Lenders will retain the prerogative to require flood insurance even in the absence of the federal mandate to purchase coverage.

## How does Risk Rating 2.0 affect the grandfathered rating discount?

Grandfathering has been available to policyholders when a map change results in either a rating zone or base flood elevation change. However, since Risk Rating 2.0 will be able to provide each building's individual flood risk, all policies formerly eligible for grandfathering will transition to their new full-risk premium. Increases will be gradual and within the 18% annual cap imposed by Congress. Decreases will apply upon first renewal on or after October 1, 2021. Similar to other policies, some premiums will decrease, some will increase, and some will stay about the same.

While maps have changed for many policyholders, fewer than 5% of single-family homes are actually grandfathered. As of March 2020, there are approximately 151,409 grandfathered properties nationwide. These policies represent a small percentage (4.4%) of the 3.5 million single-family, non-leveed properties insured under the NFIP. The average annual premium for these grandfathered properties is \$1,077, which is lower than the average annual premium for subsidized NFIP policies (Pre-FIRM) at \$1,875.

The difference between these will gradually be adjusted under Risk Rating 2.0, as FEMA will know the full-risk rate for all properties. As a result, FEMA will be able to charge more appropriate premiums that reflect each property's individualized flood risk.

## Will heat maps be created to show rate impacts geographically?

Due to the individualized rating methodology under Risk Rating 2.0, premiums will reflect each building's unique flood risk using structure-specific data and will vary from policy to policy. For example, buildings that are close together may not be rated similarly due to the potential for differences in the variables Risk Rating 2.0 considers, such as structure elevation and the cost to rebuild. Therefore, we are not able to provide a heat map of rate change data.

View this article online: <https://www.insurancejournal.com/magazines/mag-features/2021/10/18/637175.htm>

## **Michigan Expects New Flood Insurance Rating System Will Lower Premiums; Coastal States Disagree**

**While lawmakers from various coastal states are decrying the new flood insurance rating system rolled out by FEMA and the National Flood Insurance Program (NFIP) on Oct. 1, Michigan insurance regulators expect Risk Rating 2.0 to lower flood insurance premiums for many policyholders.**

The Michigan Department of Insurance and Financial Services (DIFS) said the NFIP estimates that under its new rating system more than 52% of Michigan flood insurance policies will see savings.

Risk Rating 2.0 represents the first time FEMA has revised its pricing methodology for flood risks since the 1970s. Traditionally, rates for the NFIP “have been predominantly based on relatively static measurements, emphasizing a property’s elevation within a zone on a Flood Insurance Rate Map (FIRM),” FEMA said in a message on its website.

Risk Rating 2.0 is being introduced in two phases. In phase one, which began on Oct. 1, 2021, new policies, as well as policies eligible for renewal on that date, are subject to the new rating methodology, FEMA said. In phase two, policies renewing on or after April 1, 2022, will be issued under Risk Rating 2.0 methodology.

The Michigan DIFS said previous pricing for federal flood insurance was based on a limited number of data sources and did not consider important individual factors, such as a building’s first floor height or the direct distance from a potential flood source. In addition, the previous underwriting process required prospective insurance customers to obtain a flood elevation certificate and survey, which can cost up to \$2,000.

Risk Rating 2.0 expands the data sources used in federal flood insurance underwriting, the DIFS said. Michigan regulators note that the new system allows for more accurate pricing based on a property’s individual characteristics and removes the requirement for a flood elevation certificate.

In addition, DIFS said, Risk Rating 2.0 will make flood insurance more equitable, as a property’s replacement cost will now be factored into the premium. This makes lower-valued properties less expensive to insure and prevents the premiums paid on these properties from subsidizing more expensive properties in riskier areas.

The department noted that in addition to federal flood insurance, private flood coverage is available in Michigan from a number of insurers.

### **Opposing Voices**

U.S. senators from some coastal states are predicting “an actuarial disaster” in the future once FEMA’s flood insurance rating system goes into full swing. In a press call on Sept. 30, Louisiana Sen. Bill Cassidy and New Jersey Sen. Bob Menendez called for President Biden to delay the implementation of Risk Rating 2.0.

Cassidy acknowledged the new methodology would go into effect, but, he said, “my personal plea is that the president would tell FEMA not to proceed with Risk Rating 2.0. but to look for alternatives.”

Cassidy and Menendez said their intention is to inspire Congress to act on reform proposals to revamp the flood insurance program. They believe the new rating system, which calls for year-over-year rate increases capped at 18% for at least the next decade will raise rates to a point that they will not be sustainable for policyholders, and therefore the NFIP. Menendez indicated a 9% annual increase would be more appropriate.

Menendez said he supports “revamping our flood insurance rating system to include the most sophisticated data including data on climate change. While I tried to give FEMA space to develop its new rating system and want to be supportive of a process to achieve that, Risk Rating 2.0 as it stands need to be delayed.”

The senators also want Congress to fund mitigation efforts to better protect homeowners from future storms. “For every dollar we spend on mitigation, the government saves six dollars on the back end. Putting the program on a path to solvency,” Menendez said.

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LOCAL NEWS

## Over 20,00 Michiganders see changes in flood insurance rates as federal government adjusts pricing system



Morning Sun file photo by Lisa Yanick Litwiller Flooding in June wiped out the garden at Mountain Town and Camille's on the River in Mt. Pleasant, and owner Jim Holton credited gardener Eric Baerren and donations from a local nursery for bringing it back later in the growing season.

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By **MARK CAVITT** | [mcavitt@medianewsgroup.com](mailto:mcavitt@medianewsgroup.com) | The Morning Sun  
PUBLISHED: October 11, 2021 at 9:44 a.m. | UPDATED: October 11, 2021 at 11:56

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My walls were crying.

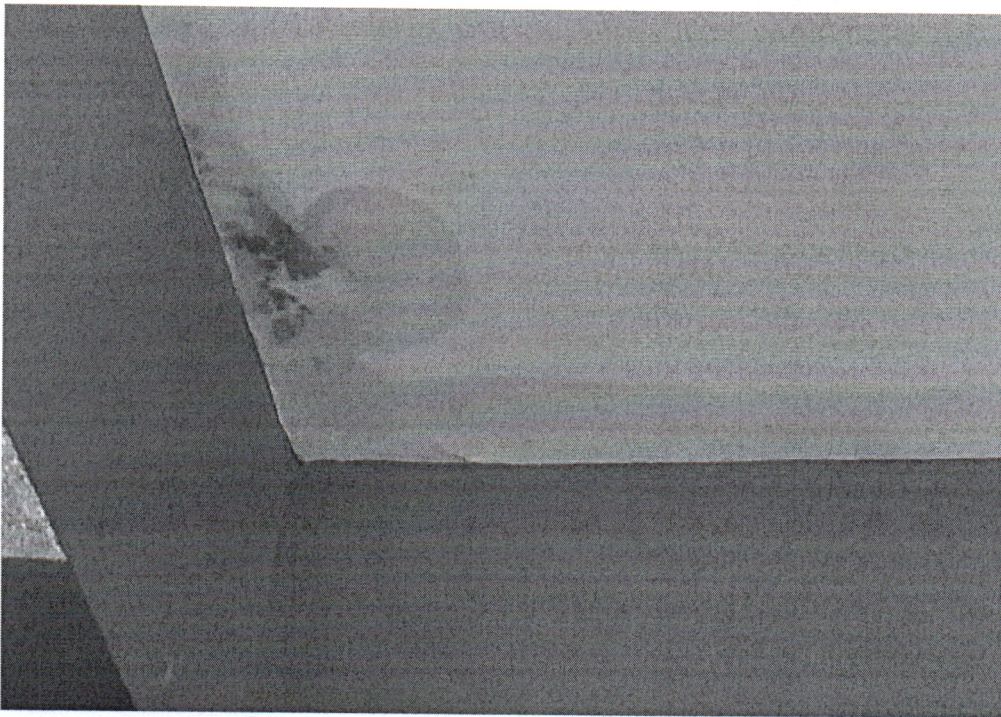
That's what Latausha Robinson said. It was late June and the Detroit resident had just welcomed her son back home from college after COVID-19 closed his campus. Her son, and all of his belongings, were now in the basement of the family home.

Not long after 6-8 inches of water started seeping in the basement. It was the first time Robinson can recall having a problem with flooding, who has four drains in her basement.

Robinson, who is considering buying flood insurance, stopped by FEMA's disaster recovery center in Southfield Thursday to see if she could receive additional federal aid.

Statewide, 20,481 Michiganders have a with a combined \$4 billion worth of flood insurance coverage through FEMA's National Flood Insurance Program (NFIP).

The 53-year-old program provides 90% of U.S. flood insurance policies and is delivered by a network of 60 insurance companies. It's undergoing major changes that will result in some policyholders seeing rate increases and some seeing decreases based on a wider range of data sources.



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It wasn't long before she noticed mold on her walls and along the baseboards from all the moisture. She had that cleaned immediately, especially since one of her daughters has asthma.

"I have a lot of structural damage," she said. "I was initially approved for \$500 in federal assistance and I appealed it because I have a lot more damage than that. A lot of stuff in my basement was destroyed. The water was leaking in. I got some repairs, but it needs a lot more."

Robinson joins the thousands of other Michigan residents seeking first-time flood assistance under the presidential disaster declaration as a result of the June 25-26 flooding events caused by heavy rainfall that moved through southeast Michigan.

Flood insurance, offered through the NFIP, covers direct physical losses caused by a flood that can cover buildings, the contents in a building, or both, and is generally required for mortgages on properties considered to have a roughly 1 in 100 chance each year of flooding, but is optional for everyone else. The NFIP offers flood insurance to homeowners, renters, and business owners if their community participates in the NFIP with communities agreeing to adopt and enforce ordinances that meet or exceed FEMA requirements to reduce the risk of flooding.

FEMA officials said the changes are necessary to correct inequities entrenched in the program, which covers about 5 million policyholders nationwide. Flood insurance rates will now be calculated using the agency's Risk Rating 2.0 methodology, which is a longer list of factors that better reflect an individual property owner's flood risk.

Statewide, 9,361 current NFIP policyholders are projected to see increases in their monthly flood insurance rates while the remaining 11,120 policyholders are projected to see decreases in their flood insurance rates as a result of the methodology. According to FEMA data, the average amount of combined flood insurance coverage by Michigan community is around \$4 million.

According to FEMA, 68.5% of Michigan's 1,773 communities are enrolled in the NFIP program including.

This includes 45 communities in Clare, Gratiot, and Isabella countie, which have 215 active policyholders with a combined \$36.3 million million in flood insurance

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Of those 215 active policyholders in those three counties, 107 are projected to see monthly rate decreases while 108 are projected to see monthly rate increases under the new pricing structure, of which 98 policyholders are projected to see monthly rate increases of between \$1 and \$10 per month with only 10 policyholders projected to see a monthly rate increase of more than \$10 per month.

The rate increases for existing policy holders will not take effect until after April 1, the agency said. But new flood insurance policies purchased through the NFIP will be subject to the new pricing structure immediately. However, existing policyholders whose policies renew before April 1 and whose premiums will decrease under the new rating system will be allowed to take advantage of the lower rates sooner.

Since the 1970s, flood insurance rates have been based on a limited number of data sources and have been driven mostly by a property's proximity to a federally-approved floodplain and its elevation based on 100-year flood risk. Under the old pricing system, every policyholder would have seen rate increases now and into the future.

The new rates will now be based on an expanded set of data sources including home value and the cost to rebuild along with several others to determine a property's true flood risk including threat of extreme rainfall events, climate change, distance from body of water, flood type, ground elevation, and other property-specific data like foundation/construction type and first floor height.

This will enable FEMA to provide more accurate pricing based on a property's individual characteristics and remove the requirement for a flood elevation certificate, which can cost up to \$2,000, while making lower-valued properties less expensive to insure and preventing the premiums paid on these properties from subsidizing more expensive properties in riskier areas.

Matthew Occhipinti, Michigan's NFIP coordinator and a floodplain engineer for the Michigan Department of Environment, Great Lakes and Energy (EGLE), said the new pricing system will not affect how many homeowners, renters, or business owners are eligible for flood insurance.

"I think that FEMA has known for a long time that they needed to update the way

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Although this is a major change in how FEMA calculates flood insurance rates, Occhipinti added this does not affect NFIP regulations, how floodplains are drawn, requirements for building in a floodplain, requirements for elevation certificates, and the annual rate increases that are capped by law at 18%.

Under the old pricing system, he said everyone's flood insurance rates would either increase or decrease.

"The new system takes other variables into account such as how far back you are from the water," he said. "In other words, under the old system you could have someone who was right next to the river who would be paying the same premiums as someone who was on the very edge of the floodplain if they were at the same elevation. Under the new system, somebody who is right at the edge of the floodplain is going to pay less than someone who is right next to the water."

Building coverage includes the insured building and its foundation; the electrical and plumbing system, central air conditioning equipment, furnaces, water heaters, refrigerators, cooking stoves, built-in appliances such as dishwashers, and permanently installed carpeting over unfinished flooring.

Contents coverage includes clothing, furniture, and electronic equipment, curtains, portable and window air conditioners, portable microwaves and dishwashers, carpeting that is not already included in property coverage, and clothing washers and dryers.

To learn more about the NFIP and to see if your community participated, visit <https://www.floodsmart.gov/> or <https://www.fema.gov/flood-insurance/risk-rating/profiles>.

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Tags: **Dataworks**



**Mark Cavitt | Multimedia  
Journalist**

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# Flood insurance and Risk Rating 2.0: Everything you need to know in five minutes



Flooding can strike at any time, leaving a path of destruction and damage behind for people, communities, and states to contend with. Recent flooding in Middle Tennessee exemplifies how quickly flooding can uproot communities: 17 inches of rainfall in under 24 hours killed at least 22 people, devastated numerous homes and buildings, downed power lines, and dilapidated roads. And, last week, Hurricane Ida brought widespread flooding to communities between New Orleans and New York City. Although it will take some time before we know the full extent of the damage caused by Ida, the final figure will surely be astronomical.

Flooding can be financially devastating to households - just one inch of rain can cause \$25,000 of damages to an average home. And flooding threatens communities regardless of whether they sit near a coastline; in the last 25 years, 99% of U.S. counties have been damaged by a flooding event. As extreme rainfall and flash floods intensify and become more frequent, people must manage the risk that flooding poses to their property and take proactive measures to support a quick recovery in the event of a disaster.

**That's where flood insurance comes in.** Flood insurance can help individuals, businesses, and communities prepare for and recover from disasters by protecting buildings and belongings when flooding strikes. Next month, to further help communities adapt to this reality of more frequent flooding, the Federal Emergency Management Agency (FEMA) will implement a series of changes to the National Flood Insurance Program (NFIP).

The most important changes will be a new methodology for pricing flood insurance, called Risk Rating 2.0, which will ensure that flood insurance rates reflect an individual property's risk, while reducing premiums for many policyholders across the country.

- A property owner or renter considering purchasing flood insurance;
- Someone concerned or seeking more information about the changes coming with Risk Rating 2.0; or,
- A community leader or property owner interested in taking steps to reduce the physical and financial risks posed by flooding;

Then take five quick minutes and read on. **In this article, we will introduce the basics of flood insurance, Risk Rating 2.0, and other steps to reduce flood risk.** Risk Rating 2.0 will modernize NFIP by ensuring flood insurance rates are based upon each individual property's risk to flooding and improve equity by reducing insurance premiums for policyholders who are currently paying more than their fair share for flood insurance.

## Why flood insurance?

Before we dive into the ins and outs of Risk Rating 2.0, we'll first cover the basics of flood insurance. Flood insurance covers buildings and belongings impacted by water damage specifically due to flooding.

Although FEMA manages the National Flood Insurance Program, people generally buy their NFIP policies through private insurance companies — the same companies that sell homeowners and car insurance. As most homeowners or renters insurance does not cover flood damage, policyholders within flood zones must purchase flood insurance, in addition to homeowners or renters insurance.

### How much does it cost?

Average costs for flood insurance vary by state — **from a low of \$600 per year in Florida to a high of \$1500 in Connecticut.** The **average annual flood insurance premium is about \$700.** Annual flood insurance premiums may change from year to year, as part of a gradual process to make premium rates reflect accurate flood risk. **Current law limits rate increases to no more than 18% per year.** Known as a **premium cap**, this rate limit ensures that policyholders do not unexpectedly face a full raise in premium cost in a single year.

### Who needs flood insurance?

The federal government requires that homes in high-risk flood areas backed by a federal mortgage are protected by flood insurance. To see whether a property lies in an area that triggers the **mandatory purchase requirement**, visit FEMA's Flood Map Service Center or the First Street Foundation's Flood Factor tool.

Flood insurance is also a good idea for homeowners living outside these zones: **Between 2015 and 2019, more than 40% of NFIP flood claims came from properties outside the high-risk flood areas.**

Although programs like FEMA Individual Assistance (IA) can provide financial help and dir

services to help after a presidential disaster declaration, average IA payments pale in comparison to the average NFIP claim. After Hurricane Harvey in 2017, the average NFIP claim was about \$116,800 while the average IA payment was only \$4,400. Purchasing a flood insurance policy is one of the best ways that individuals can protect themselves from the financial impacts of a flood disaster.

## Flood insurance can provide more assistance than FEMA disaster recovery programs



**The bottom line: floods are financially devastating**, and are capable of tearing apart properties and communities overnight. But with flood insurance, people have peace of mind that they can have the resources to recover if faced with a disaster.

## What is Risk Rating 2.0?

On October 1, 2021, FEMA will unveil Risk Rating 2.0, essentially updating NFIP to focus more on individual property risk, which will reduce premiums. This is the first time in over 50 years that FEMA has significantly adjusted the methodology for pricing flood insurance premiums for NFIP.

### What are the changes?

Currently, FEMA's rating methodology is a "one-size-fits-all" approach that prices flood insurance based on which flood zone a property is mapped in by FEMA. Practically, this means that two houses located right next to each other could have vastly different insurance premiums if they are mapped in different flood zones by FEMA.

Under Risk Rating 2.0, flood insurance rates will be decided at the individual property level in an effort to give policyholders a more accurate and transparent picture of flood risk for their home.

For the first time ever, FEMA is changing the way it prices flood insurance. FEMA will now consider new factors when calculating flood insurance rates, including the different types of flooding that impact a property (including riverine and flash flooding), the distance a property is from a source of flooding like the coast or a river, and the cost to rebuild or restore that property. **This update will create unique insurance rates that accurately reflect an individual property's risk.** Because

create unique insurance rates that accurately reflect an individual property's risk. Because homeowners and renters will pay for their own individualized risk, the system will be fairer.

Some elements of flood insurance will not change with Risk Rating 2.0. For example, the **mandatory purchase requirement** will still be in place, along with the **premium cap** that limits rate increases to no more than 18% per year.

### How will Risk Rating 2.0 affect flood insurance premiums?

Currently, policyholders on average see premium increases of \$8 per month. With Risk Rating 2.0, 89% of current policyholders will see their premiums either immediately drop or increase by no more than \$10 per month, according to estimates by FEMA. In other words, almost everyone who pays for flood insurance right now will see a lower rate under Risk Rating 2.0, or will only see a very small change in their monthly premium.

Under FEMA's current rating methodology, policyholders with lower-valued homes are paying more than their share of the risk while policyholders with higher-valued homes are paying less. This is because FEMA does not currently consider in its pricing calculation the costs required to rebuild a home if it needs to be replaced. Homes with higher values cost more to reconstruct, so **Risk Rating 2.0 improves equity by ensuring home values and premiums are aligned with a property's actual risk.**

### Under Risk Rating 2.0, 89% of current policyholders will see either an immediate decrease or \$10 or less per month increase in their premiums



The bottom line? Most NFIP policyholders will not see a significant increase in their insurance premiums under Risk Rating 2.0, relative to the current system

### When do the new rates go into effect for policyholders?

Risk Rating 2.0 will be implemented starting October 1, 2021. Current NFIP policyholders can contact their insurance company or insurance agent to learn more about how Risk Rating 2.0 affects their property. Within the next month, Risk Rating 2.0 will be on the table for many property owners:

- Beginning October 1, 2021, new policies will be subject to the new rating methodology. At that date, existing policyholders eligible for renewal can take advantage of immediate decreases in their premiums.
- By April 1, 2022, all remaining policies renewing on or after that date are subject to the new rating methodology.

## Other ways to prepare for floods

Though incredibly important, buying flood insurance is only one way to prepare for floods. Communities can also invest in efforts that reduce flood risk. And these efforts can pay off with both reduced damage *and* reduced premiums.

### Take individual mitigation efforts

Because **mitigation efforts to properties** — such as elevating a building or installing proper flood openings in a crawlspace — **help reduce flood damage, FEMA incentivizes such efforts with reduced premiums for NFIP policyholders.** One study found that for elevating a structure in New York City, the average annual premium drops from \$10,500 to \$600; for basement infill, premiums can drop from \$4,400 to \$820.

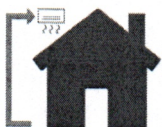
### Mitigating properties against flooding can significantly reduce flood risk and insurance premiums



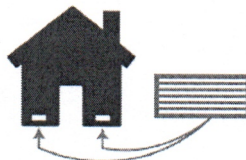
The average annual premium drops from **\$10,500** to **\$600** for structure elevation



The average annual premium drops from **\$4,400** to **\$820** for basement infill



The average annual premium drops from **\$4,000** to **\$3,300** for raising machinery & equipment



The average annual premium drops from **\$2,900** to **\$1,400** for installing flood vents

### Enroll in the Community Rating System

To reduce the potential impact of flood insurance costs, local leaders can enroll their municipality in FEMA's Community Rating System (CRS) program. Through direct reductions in federal flood insurance premiums, CRS gives local communities credit for taking steps to reduce flood risk. This program allows local leaders to deliver flood insurance cost reductions directly to most, if not all, of their residents.

residential flood insurance policyholders in their community.

Communities can earn National Flood Insurance Program rate discounts of 5–45%, based on the CRS classification. For more on CRS, read our blog post on how communities can protect property values.

## Use American Flood Coalition resources

The American Flood Coalition created the Flood Funding Finder, an interactive website that uses a robust filtering system to prioritize the needs of small communities and help them identify the right federal funding programs to fund flood resilience.

The Flood Funding Finder features programs like FEMA’s Flood Mitigation Assistance program, which communities can use to support structure elevation projects to mitigate flooding and in turn potentially reduce flood insurance premiums.

AFC’s Adaptation for All guide can also help local leaders determine the approaches to flooding or sea level rise that can work best for them. Drawing on examples from the U.S. and the Netherlands — a country with a long history of flood challenges and innovations — this guide highlights 26 approaches that can help communities of any size determine the projects that best fit their flood resilience strategies.

Flood insurance is a cornerstone for building a culture of preparedness and resilience, especially when paired with complementary efforts to reduce vulnerability to flooding. The upcoming changes to federal policy in Risk Rating 2.0 will make insurance costs more accurately reflect risk, while also creating a fairer system. While flood insurance does not physically protect property from floodwaters, **purchasing a NFIP policy is the best way that individuals can prepare ahead of time to recover quickly after a flood disaster.**

## Contact Us

Submit your information and a member of our staff will be in touch.





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Privacy - Terms

Submit

**American Flood Coalition is registered in the State of Delaware as a 501(c)(3) organization.**

1501 M St. NW



Suite 430

Washington, DC 20005



833.827.5224



info@floodcoalition.org



@floodcoalition



American Flood Coalition



American Flood Coalition

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STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

COL. JOSEPH M. GASPER  
DIRECTOR

GRETCHEN WHITMER  
GOVERNOR

May 6, 2022

Dear Emergency Management Coordinator:

Enclosed is the Fiscal Year 2021-22 Hazardous Materials Emergency Preparedness (HMEP) Planning Program Grant Agreement package for Antrim County. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Mr. Paul Lounsberry  
Emergency Management and Homeland Security Division  
Michigan Department of State Police  
[LounsberryP@michigan.gov](mailto:LounsberryP@michigan.gov)

Additional information on the FY 2021-22 HMEP Grant Program can be found at [www.phmsa.dot.gov/hazmat/grants](http://www.phmsa.dot.gov/hazmat/grants).

This grant agreement and all required documentation must be completed, signed, and returned **no later than July 5, 2022**. If this requirement is not met, this grant agreement will be invalid after **July 5, 2022** unless a prior written exception is provided by the Michigan Department of State Police, Emergency Management and Homeland Security Division.

If you have any questions regarding this correspondence or the FY 2021-22 HMEP Planning Grant Program, please contact Ms. Brenna Roos at [RoosB@michigan.gov](mailto:RoosB@michigan.gov) or 517-582-2846.

Sincerely,

Capt. Kevin Sweeney, Commander  
Emergency Management  
and Homeland Security Division

Michigan State Police  
 Emergency Management and  
 Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

|  |  |                                     |
|--|--|-------------------------------------|
| SUBRECIPIENT NAME<br>Tuscola County          | GRANT NAME<br>Hazardous Materials<br>Emergency Preparedness<br>Grant Program | Assistance Listing Number<br>20.703 |
| SUBRECIPIENT IRS/VENDOR NUMBER<br>38-6004893 | FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)<br>693JK31940022HMEP              | FEDERAL AWARD DATE<br>09/30/2019    |
| SUBRECIPIENT UEI<br>DJPRRMAUYXA7             | SUBAWARD PERFORMANCE PERIOD<br>FROM 09/30/2021 TO 09/29/2022                 |                                     |
| RESEARCH & DEVELOPMENT<br>N/A                | Funding  | Total                               |
|  | Federal Funds Obligated by this Action                                       | \$1620                              |
| INDIRECT COST RATE<br>None on file           | Total Federal Funds Obligated to Subrecipient                                | \$4695                              |
|  | Total Amount of Federal Award Committed                                      | \$4695                              |

FEDERAL AWARD PROJECT DESCRIPTION

FY 2021-22 Hazardous Materials Emergency Preparedness Planning Program Grant

DETAILS

The Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement. The match amount is located in part III.A of this grant agreement.

FEDERAL AWARDDING AGENCY

U.S. Department of Transportation Pipeline and Hazardous  
 Materials Safety Administration  
 1200 New Jersey Avenue, SE, E21-316  
 Washington DC 20590-0001

PASS-THROUGH ENTITY (RECIPIENT) NAME

Michigan State Police  
 Emergency Management & Homeland  
 Security Division  
 P.O. Box 30634  
 Lansing, MI 48909

# State of Michigan Fiscal Year 2021-22 Hazardous Materials Emergency Preparedness Planning Program Grant Agreement

September 30, 2021 to September 29, 2022

|  |
|--|
| Assistance Listing Number: 20.703<br>Grant Number: 693JK31940022HMEP |
|--|

This Fiscal Year (FY) 2021-22 Hazardous Materials Emergency Preparedness (HMEP) Planning Program grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

**COUNTY OF TUSCOLA**  
(hereinafter called the Subrecipient)

## I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of new Superfund Amendments and Reauthorization Act (SARA), Title III, Section 302, hazardous materials emergency response plans. This grant agreement provides financial assistance to first responders (fire, law enforcement, emergency medical services, etc.) for allowable costs in the following areas:

- A. Provision of assistance to public sector employees through planning grants to states, territories, and Native American tribes for emergency response.
- B. Increased state, territorial, tribal, and local effectiveness in implementation of the Federal Emergency Planning and Community Right-to-Know Act of 1986.
- C. Encouragement of a comprehensive approach to emergency planning by incorporating the unique challenges of response to transportation situations.

## II. Statutory Authority

Funding for the FY 2021-22 HMEP is authorized by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.).

The Subrecipient agrees to comply with all FY 2021-22 HMEP program requirements and the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 49 CFR, Part 110 *Hazardous Materials Public Sector Training and Planning Grants* located at <http://www.ecfr.gov>.
- C. 49 U.S.C. 5116 et seq. located at <https://www.gpo.gov/fdsys>.
- D. Any other applicable Federal statutes and regulations, including those listed within this grant agreement elsewhere.

### III. Award Amount and Restrictions

- A. The county of Tuscola is awarded up to **\$1620** under the FY 2021-22 HMEP Planning Program Grant Agreement. This funding will be awarded as described in *Hazardous Materials Emergency Preparedness Planning Grant Instructions* enclosed within this grant agreement packet and is based on information provided in the HMEP grant application submitted for the FY 2021-22 grant year by **Tuscola County**. This allocation is dependent upon the level of federal funding and may be reduced if available federal funding is reduced or if fewer plans are submitted based on the FY 2021-22 application for **Tuscola County**. Any unused grant funds remaining at the end of the grant year will be used to increase the reimbursement for accepted new SARA Title III plans submitted by participating Local Emergency Planning Committees (LEPCs). The Subrecipient's payment per new plan will be recalculated using these funds and the award to the Subrecipient for the number of new plans submitted will be adjusted. This may affect the match amount required for this grant.

Based on the Subrecipient's application, a match amount of **\$405** is required. However, the Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are enclosed within this grant agreement.

- B. The PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under this grant, sub-award, or contract under a grant or sub-award; and
  2. Any rights of copyright to which the Recipient, Subrecipient, or a contractor purchases ownership with grant support.

### IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The subrecipient shall not use FY 21-22 HMEP funds to generate program income.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
  2. HMEP Planning Grant Agreement In-Kind Match form (EMD-063)
  3. Standard Assurances
  4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
  5. Audit Certification (EMD-053)
  6. Request for Taxpayer Identification Number and Certification (W-9)
  7. SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List (EMD 064). This form is located on the MSP/EMHSD website at <http://www.michigan.gov/emhsd> under Hazardous Materials. The form does not need to be completed and returned with the FY 2021-22 HMEP Planning Program grant agreement. It is to be used if and when a list of updated plans is submitted for your grant. Submit the Plan Review List directly to the SARA Title III Planner at the MSP/EMHSD no later than September 15, 2022.
  8. Other documents that may be required by federal or state officials
- D. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Meet the LEPC eligibility requirements, as stated in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section II which is included with this grant agreement package.
2. In accordance with 2 CFR 200.331, the subrecipient permits the recipient to have access to the subrecipient's records and financial statements as necessary for the recipient to meet the requirements of 2 CFR 200.331.
3. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.
4. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
  - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  - c. Non-federal organizations which expend \$750,000 or more in federal funds from all sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
5. Comply with the Department of Transportation's policy for contracting with small, women-owned, minority disadvantaged businesses, veteran, and HubZone business firms.

#### **V. Responsibilities of the Recipient**

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

#### **VI. Reporting Procedures**

Submit new and updated SARA Title III (Section 302) community hazardous materials emergency response plans and identify which facility plans were updated on the attached *Plan Update List* form as stated in the FY 2021-22 application to MSP/EMHSD, no later than September 15, 2022 to the MSP/EMHSD District Coordinator. The form for submitting these updates is available on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. Complete instructions on how and where to submit required reports can be found in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement package. If a support grant was requested, the LEPC must meet the requirements stated in the attached *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section IV.B., or forfeit that portion of the grant award.

#### **VII. Payment Procedures**

Upon receipt, review, and acceptance of all work products and other requirements, as referenced in this grant agreement, the Recipient will calculate the payment to be made to the Subrecipient and will forward this information to the Subrecipient. See the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* document attached within this grant agreement packet for further information.

All Subrecipients in the HMEP grant program must submit documentation on the associated costs being charged to the \$1,500 HMEP support grant. The eligible expenses are laid out in the HMEP \$1,500 Support Grant Certification Form, which will be sent to each LEPC at the close of the federal fiscal year. When a LEPC enters information into this form, the cost will need to be supported by a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order or a paid invoice. The support grant form and attachments must be returned to MSP/EMHSD by the assigned due date.

### **VIII. Employment Matters**

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient must comply with 2 CFR, Part 1200, *Nonprocurement Suspension and Debarment*, located at <http://www.ecfr.gov>. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Active Exclusions list on the System for Award Management (SAM) website located at <http://www.sam.gov> (previously this search was performed in the Excluded Parties List System – EPLS).

The Subrecipient must comply with regulation 49 CFR, Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964* (see related certification form contained in this grant agreement package).

The Subrecipient must comply with regulation 49 CFR, Part 20, *New Restrictions on Lobbying* (see related certification form contained in this grant agreement package).

### **IX. Limitation of Liability**

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this grant agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

*This is not to be construed as a waiver of governmental immunity for either party.*

### **X. Third Parties**

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

### **XI. Grant Agreement Period**

This grant agreement is in full force and effect from September 30, 2021 to September 29, 2022. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

## **XII. Entire Grant Agreement**

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.

## **XIII. Business Integrity Clause**

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

## **XIV. Freedom of Information Act (FOIA)**

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.



**XV. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

\_\_\_\_\_  
Subrecipient Name

\_\_\_\_\_  
Subrecipient's UEI Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)**

Capt. Kevin Sweeney  
Printed Name

Commander, Emergency Management  
and Homeland Security Division  
Title

  
\_\_\_\_\_  
Signature

5/6/22  
\_\_\_\_\_  
Date

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street  
Suite 500  
Caro, MI 48723

Telephone: 989-672-3700  
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 26<sup>th</sup> day of May, 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,

## **RESOLUTION 2022-10** **Fiscal Year 2023 Community Corrections Grant Application**

**WHEREAS**, Tuscola County, as a member of the Thumb Area Regional Community Corrections with Lapeer and Sanilac Counties, recognizes the need to offer felony probationers with specific programming targeted at further advancing offender success rates and reducing repeat offender rates; and

**WHEREAS**, the Fiscal Year 2023 Community Corrections Grant Application, written on behalf of the Thumb Area Regional Community Corrections, will provide a funding source to incorporate such programming and administrative oversight in Tuscola County.

**THEREFORE, BE IT RESOLVED** that the Tuscola County Board of Commissioners hereby approves Tuscola County's participation in the Thumb Area Regional Community Corrections Fiscal Year 2023 Community Corrections Grant Application, for the period of October 1, 2022 through September 30, 2023.

**BE IT FURTHER RESOLVED**, that this resolution be spread upon the proceedings of the Tuscola County Board of Commissioners this 26<sup>th</sup> day of May 2022.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 26<sup>th</sup> day of May, 2022.

Date \_\_\_\_\_

\_\_\_\_\_  
*Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners*

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of an agreement approved by the Board of Commissioners at a regular meeting on May 26, 2022.

Date \_\_\_\_\_

\_\_\_\_\_  
*Jodi Fetting  
Tuscola County Clerk*

PROPOSED



# Program Description

## 5-Day Housing

|   |          |
|---|----------|
| CCAB: THUMB AREA REGIONAL   | FY: 2023 |
| CCIS Code: Z02  |          |
| Total projected number of eligible 5-Day Housing offenders: 28                                |          |
| For Regional CCABs, projected number per member county: Lapeer County -20 / Sanilac County -8 |          |

5-Day Housing is intended to reimburse county jails for housing costs for drunk driver offenders during a period of assessment for treatment and case planning. Reimbursement for housing during the assessment process will be at a rate of \$43.50 per day per offender, up to a maximum of 5 days per offender.

The assessment process is defined as the period in which it takes to complete the required substance abuse assessment as well as additional treatment planning and case management services planning.”

Eligibility is:

- Court arraigned, convicted, and/or sentenced on a MCL 257.625 – 3rd Offense - Operating a motor vehicle under the influence of intoxicating liquor or a controlled substance, or both, 3rd or subsequent offense, under section 625(9)(c) of the Michigan Vehicle Code, 1949 PA 300

If program is utilized, all CCABs MUST verify that the appropriate substance use assessment is completed post-arraignment and prior to sentencing AND all program enrollees MUST be referred to a follow-up program based on the assessment results. All assessment providers must meet contractual criteria.

**ANSWER ALL QUESTIONS COMPLETELY**

|   |
|---|
| 1. Describe the program:  |
| a. How many 5-Day Housing offenders do you project to bill for this fiscal year? <b>28</b>  |
| b. Calculate your Z02 budget: Projected offenders <b>28</b> X \$217.50 = <b>6090.00</b>   |
| c. How are 5-Day Housing offenders identified for reimbursement? <b>The service provider reports the number of assessments completed to the Community Corrections Coordinator/Assistant Coordinator and the Coordinator verifies eligibility.</b>   |
| d. Who and when determines/confirms eligibility? <b>The Community Corrections Coordinator or Assistant Coordinator confirms eligibility prior to services being paid for.</b>   |
| e. Identify who is completing the substance use assessment and when: <b>The contracted service providers are completing the assessments; AICC in Lapeer and Sanilac County. Assessments are completed within the first 5 days of incarceration. List the credentials of the service provider: Minimum of CADC (Certified Alcohol and Drug Counselors) or equivalent/development plan through the State of Michigan.</b> |
| f. What type of assessment(s) is used? <b>Completion of a biopsychosocial assessment including DSM 5, ASAM, and MH screening.</b>   |



# Program Description Administration

**FY:** 2023

**CCAB:** THUMB AREA REGIONAL

Administration is defined as those activities and related costs that have been incurred for the overall executive and administrative functions of the local office or other expenses of a general nature that do not relate solely to the operation of a specific program as defined/approved within the local plan. They are costs, that by their nature, are administrative in support of the overall duties and functions of the local OCC. This category must also include its share of fringe benefits, costs, operations (utilities, office supplies, travel, etc.), and maintenance expenses.

**NOTE:**

- No more than one hour may be billed for each eligibility screening under Administration.
- A **SUPPLY** has a life expectancy of less than a year (paper, toner, folders, drug testing supplies, etc.) while **EQUIPMENT** has a life expectancy of more than a year (fax machine, PBT, computer).

|   |
|---|
|   |
| 1. Local/other contributions to Administrative functions per fiscal year: \$ 87,000.00 <i>*this amount must be reflected in your budget documents within the OCC Funding Application.</i>   |
| 2. How frequently are CCAB meetings held? 4 times a year; additional meetings are held, if needed. What is included on CCAB meeting agendas? Agendas include; financial reports, program utilization, jail information, old business, new business and other pertinent information as needed and the minutes from the previous meetings are also included.  |
| 3. Describe how expenditure reports are processed and verified then forwarded to OCC in Lansing: Invoices are sent to the Coordinator and Assistant Coordinator and from there verification of eligibility, enrollment into the program and availability of funding take place. A local billing form is filled out along with a local excel spreadsheet to compile accurate expenditures prior to completing OCC's form. Once the OCC form is completed it is emailed to OCC and the Grant Coordinator.   |
| 4. When and how are utilization and expenditures monitored? Utilization and expenditures are monitored monthly (at a minimum) when those reports are completed. In the event that those numbers are higher or lower than expected they are then looked at weekly so that actions can be taken, as needed.   |
| 5. As a contractual requirement, how often does the CCAB manager meet with, visit, and evaluate contracted programs? Contractors are met with twice a year (at minimum) to ensure programs and files are being completed per grant requirements. Other meetings are held, as needed.  |
| 6. How often does the CCAB manager meet with program referral sources? (probation supervisors/agents, prosecutor, defense attorney, judges, etc.)? Four times a year and as needed. Explain: The judges from Lapeer County, Tuscola County and Sanilac County who are tasked with sentencing offenders to PA511 programming attend the TARCCAB meetings, the respective prosecutors and probation supervisors also attend the meetings. Other special meetings are held as needed to address specific concerns or new ideas. Community Corrections Staff communicates with probation agents on a daily basis. |



# Program Description Administration

7. How often is program utilization reviewed? Explain: Program utilization is reviewed every month when the data comes in from the service providers. If utilization is outside of projections it is looked at on a weekly basis so that either funding can be continued in the event of over utilization or problems can be solved if there is an under-utilization situation.
8. What actions are taken when programs are under or over-utilized? Programs that are under-utilized are evaluated to see what is causing the under-utilization as follows: Is there no longer a need for the program? Is there an entry criteria issue? Are there eligible probationers who are not being referred? Is there another issue? Once those answers are discovered, adjustments will be made, as needed. Programs that are over-utilized are evaluated as follows: Entrance criteria is checked to make sure it does not need to be adjusted. Probationers are double checked to make sure they meet the set criteria. Once those answers are detected, adjustments will be made, as needed.
9. Describe when and how the comprehensive corrections plan is developed: The comprehensive corrections plan is developed through the year as information is gathered from referral sources, MDOC, stakeholders and service providers. As the needs of the region change, so does the plan. If and when a new need is identified, the coordinator and assistant coordinator work with service providers to develop and/or modify existing programs to satisfy the new and changing needs of the region.
10. Describe the involvement of other stakeholders or subcommittees in data analysis or comprehensive corrections plan/program development. Contracted providers and probation agents and supervisors who have contact with offenders are some of the first to see changes in risk/needs such as drug of choice changes and/or increases in certain types of arrests. Their input helps to keep the comprehensive corrections plan up to date with the needs of the offenders. The Probation Supervisor in Tuscola/Huron County brought to light that there is a significant Meth problem in Huron County, thus adding Huron County to the region has been put in motion. Adding Huron County to the region will allow offenders with an Opiate or Meth addiction to participate in the Opiate/Meth Specific Program.
11. What is your plan to provide orientation and to educate all stakeholders? Explain: Constant communication coupled with factual driven meetings will provide orientation and education to all stakeholders. Ensuring everyone who is a direct part of the process of someone being enrolled into PA511 programming has a working knowledge of the programs that are available as the path to enrollment is vital. Program description binders and cheat sheets explaining and detailing eligibility are distributed.



# Program Description

## Group Programming

|  |          |
|--|----------|
| CCAB: THUMB AREA REGIONAL  | FY: 2023 |
| Local Program Name: EMPLOYABILITY SKILLS   |          |
| Service Provider: Career Directions Inc.   |          |
| CCIS Service Type: B15- Employment Skills  |          |
| Total projected number of new enrollments: 10  |          |
| For Regional CCABs, projected number of new enrollments per member county: Lapeer County 4 (3 Males & 1 Female) / Tuscola County 3 (3 Males)/ Sanilac County 3 (2 Male & 1 Female) |          |
| Program Location (select all that apply): Jail: <input checked="" type="checkbox"/> Residential: <input type="checkbox"/> Community: <input checked="" type="checkbox"/>           |          |
| Program status: Continuation   |          |
| If modification, describe here:  |          |

**GROUP/CLASS DELIVERED PROGRAMMING –**

- This form is for program activities delivered through a group or class-type structure.
- Groups that are cognitive in nature must be separate for both male and female populations.
- When developing eligibility criteria, think about what behavior or characteristics in addition to addressing PCRs or jail utilization that the program is intended to address.
- Cognitive, Employability Skills, Education and Domestic Violence programs are all programs that would use this form.
- If this form is utilized for an Employability Skills group, the County must clearly identify how it is not a duplication of services provided through the Michigan Works Agency or other local workforce development agencies in (3.h.).
- G00 is an option for “other” group-type programming not specifically identified here (discuss with your assigned Community Corrections Specialist first).
- Pretrial defendants who are not convicted are not an eligible Target Population on this form. For exceptions, please discuss with assigned Community Corrections Specialist first.

**ANSWER ALL QUESTIONS USING “N/A” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.**

|  |
|--|
| <b>1. What is your target population?</b>  |
| <input checked="" type="checkbox"/> Sentenced Felons <input checked="" type="checkbox"/> Other (include eligibility criteria): <b>Adjudicated Felony Offenders on Delayed Sentence and Felony Offenders who have a verified need for employment.</b> |

|  |
|--|
| <b>2. Describe the program:</b>  |
| a. What is your referral process to this program? <b>Offenders can be sentenced to the program, referred by their Probation Agent or Community Corrections Staff.</b>  |
| b. What assessment is used, identify the tool: <b>COMPAS</b>   |
| c. Who completes the assessment? <b>Probation Agents</b>   |
| d. P.A. 511 states eligibility for programming <b>must include moderate to high risk.</b><br>Please select which needs the program will impact for your target population(s).  |
| <p><b>Sentenced Felons:</b><br/><i>You must identify the number of scales required for eligibility here: 1</i></p> <p><input checked="" type="checkbox"/> Vocational/Education                      <input type="checkbox"/> Social Environment                      <input type="checkbox"/> Criminal</p> |



# Program Description

## Group Programming

Association

- |                      |                         |
|----------------------|-------------------------|
| Substance Abuse      | Residential Instability |
| Cognitive Behavioral | Family Criminality      |
| Criminal Personality | Social Isolation        |
| Leisure & Recreation | Criminal Opportunity    |

**Gender Responsive Scales:**

- Experiences of Abuse as an Adult
- Experiences of Abuse as a Child
- Relationship Dysfunction
- Parental Stress

**Felony Probation Violator, regardless of COMPAS Assessment Score**

e. Describe the program design (programs using this description form should be delivered through a group or class structure):

i. Name of curriculum: **EMPLOYABILITY SKILLS**

ii. Identify what skills are taught in this program: **Employment readiness skills, to include: Review of the Career Development Process, Identifying appropriate employment goals with the assistance of an Interest Survey, mapping out career pathway to identify points of entry into a field of interest and path of advancement; Analysis of an Employment Application to provide insight for strategies to reduce employer concerns and minimize screen out potential, significant time is spent reviewing the felony conviction question and good vs. bad responses to this question. Several techniques for addressing this question are shared to assist participants in developing an appropriate response. Participants act as hiring managers and sort through actual applications to assist in building comprehension on the most effective responses; Review of resume formats; Identification of most appropriate resume format to most effectively promote skills; Assistance in drafting a resume based on a resume template provided which assists in addressing work gaps, job hopping, limited education, limited work experience, etc., while promoting job specific skills; Discussion of how social media impacts pursuit of employment as well as advancement on the job; Interviewing from the Employer's perspective provides a hands on experience to provide insight into potential screen outs to assist in minimizing these factors in the pursuit of employment; Interviewing from the Job Seeker's Perspective analyses 5 stages on the interview in effort to increase promotional skills at each stage as well as how to address the felony question in a manner that demonstrates sincerity and reduces employer concerns. Participants are coached on the most common interview questions and responses that employers are looking for; The recorded mock interview provides an opportunity for participants to mock interview answering common interview questions as well as addressing the felony conviction question. This video is then played**





# Program Description

## Group Programming

|  |  |
|--|--|
|  | back to the participant and analyzed to demonstrate areas of weakness and strength in regards to non verbal and verbal communication, the ability to communicate skills applicable to the position sought, and the ability to address the felony conviction question in a manner that demonstrates sincerity and genuineness.  |
| iii.   | Is the group open or closed? <b>Closed</b>   |
| iv.  | What is the minimum/maximum number of participants per group, as identified in the curriculum? <b>3 minimum / 8 maximum</b>  |
| v.   | Minimum number of group sessions attended for successful completion: <b>5</b>  |
| vi.  | If the group occurs in various locations, (jail/residential/community) identify how participants transition between them: <b>Participants may transition from the in jail program to the program provided in the community in order to achieve successful completion.</b>  |
| f.   | Identify the training or credentials held by your service provider qualifying him/her to provide this service: <b>Master Degree in Rehabilitation Psychology, Certified Rehabilitation Counselor (National Certification), Licensed Counselor in the State of Michigan, Master Level Career Development Counselor.</b>   |
| g.   | How are delivered services and individual progress and participation documented by the service provider and provided to the probation agents and/or referral source? (i.e., progress notes, case notes and/or group notes) <b>Signed attendance sheets and progress notes kept in files.</b>   |
| h.   | Provide any other pertinent information you feel is necessary: <b>This program offers information and training not provided or covered by any PIHP funded program. This program also helps people gain employment at their highest education or training level despite their criminal background.</b>  |
| 3.   | Evaluation is part of evidence-based principles which you <b>must</b> identify in section (a.). You are also <b>required</b> to develop <b>at least one key performance measure</b> for this program in section (b.). Be sure to include the data source, how its tracked and measured. <b>NOTE:</b> Successful completion of programming, if listed as the only key performance measure, is not sufficient. |
| <b>a. Describe how this program meets each of the following Evidence Based Principles:</b>   |  |
| <ol style="list-style-type: none"> <li><b>1. Assess Actuarial Risk/Needs</b> - COMPAS Risk/Needs assessment completed by Probation Agents.</li> <li><b>2. Enhance Intrinsic Motivation</b> - Curriculum is designed to allow participants to work at their own pace, allowing for a person-centered approach.</li> <li><b>3. Target Interventions (indicate all that apply)</b> <ol style="list-style-type: none"> <li><b>a. Risk Principle: Prioritize supervision and treatment resources for higher risk offenders</b> - Program is designed for higher risk offenders.</li> <li><b>b. Need Principle: Target interventions to criminogenic needs</b> -Curriculum targets probable to highly probable for Vocational/Education.</li> <li><b>c. Responsivity Principle: Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs</b> -The Curriculum is designed to be</li> </ol> </li> </ol> |  |



# Program Description

## Group Programming

delivered so offenders with different learning styles are accommodated as well as different motivation levels and cultures.

- d. **Dosage:** Structure 40-70% of high-risk offenders' time for 3-9 months -N/A
- e. **Treatment Principle:** Integrate treatment into the full sentence/sanction requirements -Structured sentencing that may include jail and other community programming, treatment and sanctions.

**4. Skill Train with Directed Practice** - Curriculum, facilitated by credentialed clinicians with appropriate credentials, utilizes cognitive behavioral techniques and is designed to encourage willful participation through group setting, role play and homework.

**5. Increase Positive Reinforcement** - Incentives are provided for each participant including a possible reduction in jail days upon completion of programming.

**6. Engage Ongoing Support in Natural Communities** - Utilizes participant's natural resources and makes referrals to relevant/helpful community-based supports and programming when appropriate.

**7. Measure Relevant Processes/Practices** - Captures statistical data regarding aspects of group participation and completion.

**8. Provide Measurement Feedback** - Shares data regarding participation/program success and effectiveness with stakeholders.

**b. Program Key Performance Measure (required)** - 85% of Participants who successfully complete the program will be employed within 12 months of program completion.

**Data Element (required)** - Paystubs or verified statements from employers.

**Tracking Source (required)** - Community Corrections Staff

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

# MICHIGAN DEPARTMENT OF CORRECTIONS

*“Committed to Protect, Dedicated to Success”*



## Office of Community Corrections

Community Corrections Plan and Application  
Fiscal Year 2023

**CCAB Name: THUMB AREA REGIONAL**

Email the application to:

1. [MDOC-OCC@michigan.gov](mailto:MDOC-OCC@michigan.gov)
2. Community Corrections Specialist

**DUE DATE: May 1, 2022**

## SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION

**Name of CCAB:** THUMB AREA REGIONAL

**Federal I.D. Number:** 386005780

### A: General Contact Information:

|                 | CCAB Manager              | CCAB Manager's Direct Supervisor | CCAB Chairperson          | Agency Serving as Fiduciary of Award & Contact Person |
|-----------------|---------------------------|----------------------------------|---------------------------|---|
| <b>Name:</b>    | David Lee Stevens         | CCAB Chairperson                 | Judge Nick Holowka        | Quentin Bishop  |
| <b>Title:</b>   | Coordinator               |                                  |                           |   |
| <b>Address:</b> | 255 Clay Street Rm 83     |                                  | 255 Clay Street           | 255 Clay Street                                       |
| <b>City:</b>    | Lapeer                    |                                  | Lapeer                    | Lapeer  |
| <b>State:</b>   | Michigan                  |                                  | Michigan                  | Michigan  |
| <b>Zip:</b>     | 48446                     |                                  | 48446                     | 48446   |
| <b>Phone:</b>   | 810-245-4744              |                                  | 810-245-4816              | 810-245-4752  |
| <b>Fax:</b>     | 810-245-4784              |                                  | 810-245-4700              | 810-667-0369  |
| <b>Email:</b>   | dstevens@lapeercounty.org |                                  | cnoblett@lapeercounty.org | qbishop@lapeercounty.org                              |

Type of Community Corrections Board: Regional Advisory Board

Counties/Cities Participating in the CCAB: **Lapeer County, Tuscola County, Sanilac County and provisionally Huron County**

Date application was approved by the local CCAB: **April 28<sup>th</sup>, 2022**

Date application was approved by county board(s) of commissioners and/or city council: **Lapeer County 5/19/2022 tentative, Sanilac County 6/20/2022 tentative, Tuscola County 5/26/2022 tentative, Huron County tentative**

Date application was submitted to OCC: **April 29<sup>th</sup>, 2022**

### B: CCAB Membership *(please enter "vacant" for any vacant membership position)*

| Representing:           | Name   | Email  |
|-------------------------|--|--|
| County Sheriff:         | Scott McKenna, Lapeer County<br>Glen Skrent, Tuscola County<br>Paul Rich, Sanilac County                                 | smckenna@lapeercounty.org<br>ggs@tuscolacounty.org<br>prich@sanilacounty.net           |
| Chief of Police:        | David Mallet, Chief of Police - Metamora<br>Brett Lester, Chief of Police - Sandusky                                     | dmallet@metamoratownship.com<br>blester@misandusky.com                                 |
| Circuit Court Judge:    | Judge Nick Holowka, Lapeer County<br>Judge Amy Gierhart, Tuscola County<br>Judge Timothy Wrathell, Sanilac County        | cnoblett@lapeercounty.org<br>agierhart@tuscolacounty.org<br>hsurbrook@sanilacounty.net |
| District Court Judge:   | Judge Jason Bitzer, Tuscola County<br>Magistrate Maureen Salayko, Lapeer County<br>Judge Gregory S. Ross, Sanilac County | jbitzer@tuscolacounty.org<br>msalayko@lapeercounty.org<br>76judge@sanilacounty.net     |
| Probate Court Judge:    | Judge J. Scott, Lapeer County  | jscott@lapeercounty.org  |
| County Commissioner(s): | Lenny Schneider, Lapeer County<br>Douglas DuRussel, Tuscola County<br>Bill Sarkella, Sanilac County                      | lschneider@lapeercounty.org<br>ddurussel@tuscolacounty.org<br>billsarkella@gmail.com   |
| Service Area (Up to 3): | Jacqueline List, List Psychological, Tuscola County<br>Todd Anglebrandt, AICC Director, Lapeer County                    | jacquelinelist@listpsych.com<br>tanglebrandt@lapeercounty.org                          |

|                                    |  |   |
|------------------------------------|--|---|
| <b>County Prosecutor:</b>          | John Miller, Lapeer County<br>Mark Reene, Tuscola County<br>Brenda Sanford, Sanilac County | jmill@lapeercounty.org<br>mreene2011@gmail.com<br>bsanford@sanilacounty.net |
| <b>Criminal Defense:</b>           | Philip Fulks<br>Paulette Michel Loftin   | philipfulks@gmail.com<br>attorneypaulette@gmail.com                         |
| <b>Business Community:</b>         | vacant   |   |
| <b>Communications Media:</b>       | John Schneider, Tuscola County<br>Dave Fredrick, Sanilac County                            | john@tcadvertiser.com<br>davef@sanilacbroadcasting.com                      |
| <b>Circuit/District Probation:</b> | Mike Slater, Lapeer County/Sanilac County<br>Jonathan Brown, Tuscola County/Huron County   | slaterm@michigan.gov<br>brownj24@michigan.gov                               |
| <b>City Councilperson:</b>         | vacant   |   |
| <b>Workforce Development:</b>      | Jody Kerbyson, Michigan Works  | jkerbyson@gstmiworks.org  |

1. Does your CCAB have Bylaws? Yes If yes, have they been revised within the last 2 years? **No**
2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? **New CCAB members are given an overview of the PA511 Act to include: current funded programs, eligibility criteria, PCR, State Board Priorities, target population, evidence-based practices, etc. Once there is a general understanding of the before mentioned items, there can be further discussions on what is expected of them.**
3. What steps are your CCAB taking to fill vacant membership positions (enter N/A if you have no vacant positions)? **Communications are made with stakeholders and interested parties in attempt to fill vacancies. Vacancies are also brought up and discussed at CCAB meetings.**

## SECTION II: ANALYSES & COMPREHENSIVE CORRECTIONS PLAN

### Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets moderate to high risk/needs offenders. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, key performance measures, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- **State Board Priority Populations** – CCABs requesting funding must target at least one of the following State Board Priority Populations:
  - Sentenced Felons assessed as having moderate to high risk/needs when using a State approved actuarial, objective validated risk and need assessment
  - Pretrial Population

- **Key Objectives** – CCABs requesting funding must identify at least one Key Objective for each of the following applicable categories:
  - **Reduction of Statewide Overall PCR** – *This is required for all CCABs requesting funding for any services/programming that targets sentenced felons.* This may include local objectives that impact Overall PCR, Group 2 Straddle PCR, OUIL 3<sup>rd</sup> PCR, PVT or PVNS Recidivism, or other categories that impact the State’s Overall PCR.
  - **Increase of Statewide Appearance and Public Safety Rates for Pretrial Defendants** – *This is required for all CCABs requesting funding for any pretrial services and/or programming that targets pretrial defendants.* – This must include local objectives addressing appearance rates and public safety rates of pretrial defendants.

Your CCAB may identify other objectives in addition to these required objectives.

- **Supportive Strategies** – Proposed OCC funded programming and/or services, identified by CCIS Code and Local Program Name, that are intended to support the objectives identified.
- **Key Performance Measures** – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

**Felony Data Analyses:**

OCC will provide CCABs with relevant felony dispositional and recidivism data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical.
- Reference to changes in PCRs compared to prior year
- Review your past OCC funding proposals for ideas
- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

**Your data analyses form the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.**

Your CCAB must then determine its proposed PCR category/categories based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its PCR category/categories. **All strategies that you are requesting funding for must also be listed on the Budget Cost Description and have a completed Program Description.** If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

**Example #1:** State Board Priority Target Population: Sentenced Felons.  
 Objective: To reduce the County’s Overall Prison Commitment Rate (PCR) to 16% or less.  
 Supportive Strategy: C01 Thinking Matters, G18 Intensive Outpatient Group, & B15 Employment Skills.

**Example #2:** State Board Priority Target Population: Pretrial Population  
 Objective: To increase the County's current Appearance Rate from 87% to 90%.  
 Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

**Example #3:** State Board Priority Target Population: Pretrial Population  
 Objective: To increase the County's current Public Safety Rate from 80% to 89%.  
 Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

**A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:**

1. Are overall felony dispositions increasing, decreasing, or stable? Stable
2. In the two charts below, please fill in the rates and number of dispositions for the **previous two fiscal years**. For CCABs with correctional facilities, please remove those dispositions with prisoner status (OMNI Report 3). Describe changes within Sentencing Guideline (SGL) categories identified below, including prison and non-prison dispositions, for State Board Target Populations. Any additional pertinent information necessary to establish a trend beyond 2 years must be included. If requesting programming for other specific populations (examples: OUIL-3rds, prison diversion, pretrial, etc.) then supportive data analyses for these populations must also be included here: **The information in the charts below represents the combined OMNI data from Huron, Lapeer, Sanilac and Tuscola Counties. Lapeer County does have a prison operating within the County and those felony dispositions that occurred within the prison have been removed from the data. From FY2020 to FY2021 overall felony dispositions increased from 594 to 611, a difference of 17 dispositions (3.0%). The over all numbers and percentage rates have remained stable for both Overall PCR and Straddle PCR. The most drastic change can be seen in the overall Group 1 dispositions with a decrease from 26.0% to 19.0%, the actual decrease was only 17 dispositions. There was a 4% or less difference in the rest of the categories. Felony dispositions for the region are still well below pre-covid numbers. We do target specific population with our IOP program that specifically targets OUIL-3rds. The region has always had high numbers for this population in Lapeer County but is now seeing an increase across the region. Numbers for the region went from 70 OUIL-3<sup>rd</sup> felony dispositions with 11 going to prison in FY2020 to 94 OUIL-3<sup>rd</sup> felony dispositions with 11 going to prison in FY2021; that is an increase of 24 felony dispositions. It is worth noting that while felony dispositions for the region have dropped, OUIL-3<sup>rd</sup> dispositions are up 34.2%.**

| FY 2020 State PCR: | 19.2%  | Group 2 Rate: | 13.4% | Straddle Cell Rate: | 22.9% | Group 2 Straddle Rate: | 21.7% |
|--------------------|--|---------------|-------|---------------------|-------|------------------------|-------|
| Overall PCR:       | 18.0% - 107 prison dispositions out of 594 felony dispositions |               |       |                     |       |                        |       |
| Group 1:           | 26.0% - 63 prison dispositions out of 244 felony dispositions  |               |       |                     |       |                        |       |
| Group 2:           | 13.0% - 51 prison dispositions out of 391 felony dispositions  |               |       |                     |       |                        |       |
| Straddle PCR:      | 18.0% - 25 prison dispositions out of 140 felony dispositions  |               |       |                     |       |                        |       |
| Group 1:           | 15.0% - 7 prison dispositions out of 48 felony dispositions    |               |       |                     |       |                        |       |
| Group 2:           | 20.0% - 18 prison dispositions out of 92 felony dispositions   |               |       |                     |       |                        |       |
| FY 2021 State PCR: | 16.5%  | Group 2 Rate: | 11.6% | Straddle Cell Rate: | 19.7% | Group 2 Straddle Rate: | 18.6% |
| Overall PCR:       | 14.0% - 88 prison dispositions out of 611 felony dispositions  |               |       |                     |       |                        |       |
| Group 1:           | 19.0% - 46 prison dispositions out of 243 felony dispositions  |               |       |                     |       |                        |       |
| Group 2:           | 11.0% - 42 prison dispositions out of 368 felony dispositions  |               |       |                     |       |                        |       |
| Straddle PCR:      | 18.0 - 26 prison dispositions out of 145 felony dispositions   |               |       |                     |       |                        |       |

|   |   |
|---|---|
| Group 1:  | <b>11.0%</b> - 6 prison dispositions out of 55 felony dispositions  |
| Group 2:  | <b>22.0%</b> - 20 prison dispositions out of 90 felony dispositions |
| <p>3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. <b>The affects of the COVID-19 pandemic is still the chief factor that has negatively affected the region in achieving it's objectives. The analyses above showed that felony dispositions for the previous two years were stable but well below the pre-COVID numbers. Since our target population of sentenced felonies have been reduced, it is easy to understand why new enrollments are below projections. Another factor causing low enrollment numbers is low jail populations where historically much of the PA-511 funded programs take place in the region. The lower jail populations can be attributed to fewer felony dispositions and issues caused by COVID-19, such as restrictions or lock downs. Addressing the issue of lower felony dispositions is going to be up to the individual courts in the region to begin processing dispositions at a pre-COVID-19 rate. The use of video technologies have enabled some contracted providers to hold programming that would have otherwise not been possible, but that in itself has seen it's own hurdles. The fact that the region has very rural areas, poor cell service and/or the lack of reliable internet prevents video services from working. The region has also ran into one entity using Polycom and the other using a non compatible video service.</b></p> |   |

|   |       |        |         |         |  |  |                    |
|---|-------|--------|---------|---------|--|--|--------------------|
| <b>A-2: Using OMNI Felony Recidivism data supplied by OCC for the previous two fiscal years:</b>  |       |        |         |         |  |  |                    |
| Public Act 511 mandates that CCABs “Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.” As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.  |       |        |         |         |  |  |                    |
| The State Board has defined recidivism as “Probation Violations, either technical or new sentence, resulting in prison,” and has identified Probation Violators as being indicative of performance in this area:  |       |        |         |         |  |  |                    |
| <ul style="list-style-type: none"> <li>i. Probation Violators with a new felony conviction resulting in a prison sentence (PVNS)</li> <li>ii. Technical Probation Violators resulting in a prison sentence (PVT)</li> </ul>   |       |        |         |         |  |  |                    |
| <b>Based on OMNI Report 3, please use the following table to report the number of Probation Violators <i>that resulted in a prison disposition</i> for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.</b>  |       |        |         |         |  |  |                    |
| <b>FY 2021 Recidivism Rates</b>   |       |        |         |         |  |  |                    |
| County Name   | Huron | Lapeer | Sanilac | Tuscola |  |  | Totals for Region: |
| <b>FY 2021 Probation Violation - New Sentence to Prison</b>   |       |        |         |         |  |  |                    |
| Total   | 6     | 2      | 4       | 3       |  |  | 15                 |
| <b>FY 2021 Probation Violation – Technical to Prison</b>  |       |        |         |         |  |  |                    |
| Total   | 2     | 0      | 0       | 4       |  |  | 6                  |
| 1. Are <u>overall</u> felony Probation Violations dispositions (prison and non-prison combined) increasing, decreasing, or stable?<br>Decreasing  |       |        |         |         |  |  |                    |
| 2. Describe changes within the Probation Violation disposition data for the previous two fiscal years, including prison and non-prison dispositions. Report rates with detailed explanation: <b>OMNI data for the region is as follows: Huron County's PVNS sent to prison increased from 0 in FY2020 to 2 in FY2021. PVTs in Huron County sent to prison decreased from 3 in FY2020 to 2 in FY2021. Lapeer County's PVNS sent to prison decreased from 3 in FY2020 to 2 in FY2021. PVTs in Lapeer County sent to prison also decreased from 4 in FY2020 to 0 in FY2021. Sanilac County's PVNS sent to prison remained at 5 for</b> |       |        |         |         |  |  |                    |



both FY2020 and FY2021. PVTs sent to prison in Sanilac County remained at 0 for FY2020 and FY2021. Tuscola County's PVNS decreased from 4 in FY2020 to 3 in FY2021. PVTs in Tuscola County decreased from 15 in FY2020 to 4 in FY2021. Looking at Probation Violations as a region, PVNS remained the same at 12 for both FY2020 and FY2021. PVTs decreased in the region from 22 in FY2020 to 6 in FY2021. Non-prison dispositions are as follows: Huron County's PVNS increased from 6 in FY2020 to 11 in FY2021. PVTs in Huron County remained the same at 7 for both FY2020 and FY2021. Lapeer County's PVNS decreased from 20 in FY2020 to 12 in FY2021. PVTs in Lapeer County decreased from 25 in FY2020 to 9 in FY2021. Sanilac County's PVNS increased from 4 in FY2020 to 8 in FY2021. PVTs sent to prison in Sanilac County decreased from 7 in FY2020 to 5 in FY2021. Tuscola County's PVNS decreased from 17 in FY2020 to 13 in FY2021. PVTs in Tuscola County decreased from 21 in FY2020 to 13 in FY2021. Looking at Probation Violations as a region that were not sent to prison; PVNS decreased from 47 in FY2020 to 44 in FY2021. PVTs decreased in the region from 60 in FY2020 to 34 in FY2021.

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **For FY2022 we changed the contracted provider for Sanilac County due to credential issues with the former provider. This was a positive impact increasing new enrollment numbers that have already surpassed FY2021 totals at FY2022 Midyear. The probation and parole supervisor for Tuscola/Huron County retired bringing in a new supervisor who is taking a look at both Counties resulting in provisionally bringing in Huron County to the region. This will provide Huron County the access to the Opiate/Meth Specific Program, which is strongly needed in the county.**

**A-3: Impacting State Board Priorities- Target Populations, Key Objectives, and Strategies**

**NOTE:**

- Target Populations include Sentenced Felons and Pretrial Population.
- CCABs applying for funding targeting Sentenced Felons must have at least one Sentenced Felons Key Objective.
- CCABs applying for funding targeting Pretrial Population must have BOTH Pretrial Population Key Objectives (Appearance Rate and Public Safety Rate).
- CCABs may identify additional Key Objectives that support proposed programming.
- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives.
- Only proposed programs that impact at least one Key Objective will be considered for funding.

1. Key Objective #1 is intended to impact Sentenced Felons  
Please state the Objective: **To reduce the Region's Overall Prison Commitment Rate (PCR) to 17.0% or less.**

**List** OCC Programs in support of Objective #1 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

**I24 Offender Success Management Program, C01 Thinking Matters Program, G18 Substance Abuse Program, G18 IOP, Z02 5 Day Assessment, G18 Opiate/Meth Specific Program, B15 Employability Skills Program.**

**List** Non-OCC funded Programs in support of Objective #1:

**GED programs, Michigan Works, Lapeer County Community Mental Health (several programs), Local Heroin Support Groups (FAN), Hope Not Handcuffs, MSP Angels Program, Literacy Center, Alcohol Highway Safety Education Class, Anger Management Group, Repeat Offenders Group, Driver's License Re-Instatement, United Way and Local Veteran's Affairs Department, Specialty Courts (mental health & sobriety).**

2. Key Objective #2 is intended to impact  Choose an item.  
Please state the Objective:

List OCC Programs in support of Objective #2 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

List Non-OCC funded Programs in support of Objective #2:

3. Key Objective #3 is intended to impact  Choose an item.

|   |
|---|
| <b>Please state the Objective:</b>  |
| <b>List</b> OCC Programs in support of Objective #3 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i> ): |
|   |
| List Non-OCC funded Programs in support of Objective #3:  |
|   |
| <b>4. Key Objective #4 is intended to impact</b> Choose an item.<br><b>Please state the Objective:</b>  |
| <b>List</b> OCC Programs in support of Objective #4 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i> ): |
|   |
| List Non-OCC funded Programs in support of Objective #4:  |
|   |

**B: COMPAS Criminogenic Needs Profile**

1. Please list the top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for **all probationers** provided by OCC. Additionally, identify both the local and OCC strategies that will impact the identified needs scales. *OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions: The top two criminogenic needs for the region remain the same which are: Substance Abuse and History of Non-Compliance. Because we are a region, the needs from one county to another sometimes vary and must be looked at separately. The number 3 needs scale for Lapeer and Sanilac County is Residential Instability, while Huron County's number 3 needs scale is Social Isolation and Tuscola County's number 3 needs scale is Family Criminality. The OCC strategies that will impact the identified needs scales are: I24 Offender Success Management Program, C01 Thinking Matters Program, G18 Substance Abuse Program, G18 IOP, Z02 5 Day Assessment, G18 Opiate/Meth Specific Program, B15 Employability Skills Program. Other local programs in support are: GED programs, Michigan Works, Lapeer County Community Mental Health (several programs), Local Heroin Support Groups (FAN), Hope Not Handcuffs, MSP Angels Program, Literacy Center, Alcohol Highway Safety Education Class, Anger Management Group, Repeat Offenders Group, Driver's License Re-Instatement, United Way and Local Veteran's Affairs Department, Specialty Courts (mental health & sobriety).*
2. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed. **For FY2022 we changed the contracted provider for Sanilac County due to credential issues with the former provider. This was a positive impact increasing new enrollment numbers that have already surpassed FY2021 totals at FY2022 Midyear. The probation and parole supervisor for Tuscola/Huron County retired bringing in a new supervisor who is taking a look at both Counties resulting in provisionally bringing in Huron County to the region. This will provide Huron County the access to the Opiate/Meth Specific Program, which is strongly needed in the county.**

**C: Local Practices to Address Probation Violators**

Please explain in detail how the CCAB is targeting the needs of felony probation violators, both new sentence and technical. Include both local and OCC funded practices. **If a probationer has either a new charge or has a technical violation they become eligible for: I24 Offender Success Management Program, C01 Thinking Matters Program, G18 Substance Abuse Program, G18 Opiate/Meth Specific Program even if they were not eligible prior to the violation. This allows the probation agents and Community Corrections staff the ability to refer them to programs they now need and may not have been eligible for prior to the violation. The referrals are made based on the probation**

violation due to the fact the violation may show new needs that were not addressed at the time their risk needs were originally established. Other local programs that may address the probationers needs that are open to this population are: Anger Management, Life Skills, Repeat Offenders Group and Parenting Classes, FAN (Families Against Narcotics), GED, Michigan Works, Literacy Center, Local Veteran's Department and United Way.

## D: Local Vocational/Educational Practices

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Remember to consider trade schools, community colleges or universities who offer training to our offenders. Include both local and OCC funded practices. **A representative from Michigan Works is on the Board and is active in the community helping offenders become employed. The Employability Skills Program is an exceptional program which enables offenders to learn to navigate around their felony convictions to gain employment. Although Vocational/Educational is not one of the top 3 needs scales in the region, the Employability Skills Program remains a need for the region as it helps probationers obtain a higher level of employment.**

## E: Local Practices to Address Persons with Substance Use Disorder(s)

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **Offenders are screened by the Probation Agents COMPAS risk/needs assessments, and as needed Community Corrections Staff also screen offenders.**
2. How do defendants and offenders get referred for a substance use assessment in your area (regardless of funding source)? **Referrals are made by Probation Agents and as needed by Community Corrections Staff.**
3. After screening, how do defendants and offenders get referred to appropriate ASAM level of care treatment in your area? **Defendants and/or offenders are referred to the correct service provider based on the level of care needed, the service provider is given contact information for the defendants/offenders, as well as the defendants/offenders being instructed to contact the provider.**
4. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **Yes** If so, please describe in detail: **The G18 IOP and G18 Opiate/Meth Specific Program give a level of care in the Community that is otherwise not available by any other local program. The Substance Abuse, Thinking Matters and Employability Skills Programs offer programming to those in the jails where PIHP treatment programs are not funded. All of those programs alleviate the issue of unaffordable copays for those offenders with insurance and high copays. The Offender Success Management Program offers services and guidance not offered by any other funding source. Also, in a rural area travel can become an issue, therefore, service provided while being lodged in the jail, as well as locally, is very beneficial in the region.**
5. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **GED programs, Michigan Works, Lapeer County Community Mental Health (several programs), Local Heroin Support Groups (FAN), Hope Not Handcuffs, MSP Angels Program, Literacy Center, Alcohol Highway Safety Education Class, Anger Management Group, Repeat Offenders Group, Driver's License Re-Instatement, United Way and Local Veteran's Affairs Department, Specialty Courts (mental health, drug & sobriety).**

## F: Comprehensive Corrections Plan Summary

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: **TARCCAB Coordinator and Assistant Coordinator and the Probation Agents from all four Counties of the region will ensure that all offenders are enrolled in the correct programs according to their Criminogenic Needs. This includes giving offenders information on locally available programs not funded by Community Corrections. Ultimately, this will give offenders the best chance at becoming a contributing part of society and the highest positive impact on State Board Priorities by lowering the regions Overall Prison Commitment Rate (PCR) thus help to lower the State's Overall PCR.**
2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **The first step is to identify the cause of the issue, if the issue is within the control of the CCAB, then changes will be made to correct it internally. If it is external, such as the needs and risks**

**of the region are changing, then new strategies or modifications will be made.**

3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **Sex Offenders do not score correctly when the COMPAS risk/needs is utilized, therefore, the TARCCAB Coordinator or Assistant Coordinator may override eligibility when there is a documented need for a specific program. Other offenders who are found to be ineligible via COMPAS, yet their actions or situation can show a documented need for available programming, the TARCCAB Coordinator or Assistant Coordinator may override eligibility when documented. The ability to override shall not be used to boost new enrollments, its purpose is only to ensure offenders are referred and enrolled into the needed program.**



# Program Description Case Management

|  |                 |
|--|-----------------|
| <b>CCAB:</b> THUMB AREA REGIONAL   | <b>FY:</b> 2023 |
| <b>Local Program Name:</b> OFFENDER SUCCESS MANAGEMENT   |                 |
| <b>Service Provider:</b> Lapeer County Community Corrections   |                 |
| <b>CCIS Service Type:</b> <i>I24 – Community Based Case Management</i>   |                 |
| <b>Total Projected New Enrollment:</b> 30  |                 |
| <b>Projected Length of Stay in Days:</b> 30-180  |                 |
| <b>For Regional CCABs, projected enrollment by member county:</b> Lapeer County 30 (27 Men / 3 Women)                          |                 |
| <b>Program Location (select all that apply):</b> Jail: <input type="checkbox"/> Community: <input checked="" type="checkbox"/> |                 |
| <b>Program status:</b> Continuation  |                 |
| <b>If modification, describe here:</b>   |                 |

**CASE MANAGEMENT –**

- P.A. 511 states eligibility for programming must include moderate to high risk in a State approved assessment. For the purposes of case management, a minimum of 3 needs, scoring probable to highly probable, must be identified in the participant file documentation. Eligible COMPAS Criminogenic Needs Scales are limited to the following: Vocational/Education, Substance Abuse, Cognitive Behavioral, Criminal Personality, Leisure & Recreation, Social Environment, Residential Instability, Family Criminality, Social Isolation, Criminal Opportunity, and Criminal Association.
- Must include the development of a case plan based on the identified needs, linking to services and resources, and possible advocacy.
- Clearly explain why additional case management beyond what is provided by probation supervision is necessary to help achieve your objectives.
- Case Management is *not* used to simply do data entry for offender enrollment and termination.
- If you have questions about what form to use or if your program really is “case management” please contact your Community Corrections Specialist.

**ANSWER ALL QUESTIONS USING “NA” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.**

|  |
|--|
| <b>1. Based on your objective(s), what is your target population?</b>                |
| <input checked="" type="checkbox"/> Sentenced Felons <input type="checkbox"/> Other: |

|  |
|--|
| <b>2. Describe the program:</b>  |
| <p>a. What is your referral process to this program? Offenders can be sentenced to the program through a Court Order, Probation Agent, Community Corrections Staff, Defense Attorney or Sheriff Department.</p>  |
| <p>b. Identify the name of the assessment used to determine eligibility: COMPAS</p>  |
| <p>c. Explain how case management addresses the identified needs scales and establishes goals and objectives: This program is designed to take each offender's situation and mold this program to their needs. Goals and/or tasks will not be set that are not</p> |



# Program Description

## Case Management

|   |
|---|
| <p>attainable, but will be challenging at times. Goals will and can include, but not limited to; employment, creating support networks, sobriety, drug free and family health. Goals and/or tasks may be set by the offender, but often they are set by the Program Manager.</p>  |
| <p>d. What is the frequency of contact with the individual? The offenders report in person to the Community Corrections Office, as determined by the Program Manager; Monday through Friday and make telephone reporting calls once a day during that time. On Saturday and Sunday, offenders report two times by telephone.</p>  |
| <p>e. What happens during a typical session with an individual and how long is it estimated to take? Initial contact takes 45 minutes to an hour for the intake to take place and to go over what is going to be expected. Also, during the first contact, the process of determining the goals and/or tasks for offender will take place. A typical contact with an offender can be a few minutes, to as long as required to take care of a need that an offender may have. Needs are addressed in a way to show the offender how to make reasonable decisions utilizing a thought process that is stable. The Program Manager is trained in Thinking Matters and uses those tools, as needed, to help manage the program. Drug testing and PBTs may be given at any time. Exit interviews are 30 minutes to an hour to go over what goals and tasks have been met and which ones still need to be achieved.</p> |
| <p>f. Does the program design include contacts with social supports such as: family, employer, school, treatment provider, etc.? Explain: Yes, as needed. Some offenders need more monitoring than others, while some need more encouragement and focus. Contact is made to ensure compliance or to inform parties of relevant circumstances in hopes of helping the offender succeed.</p>  |
| <p>g. Does the program assist offenders with securing identification and/or refer to additional social or supportive services such as health care or clothing assistance? Explain: Yes. Every offender secures identification as part of the program. Vital statistics are contacted, as needed, and identification is secured. Other support services are contacted, as needed, by the offender. The Program Manager is well networked in the community and has the ability to get the offender the assistance they need.</p>  |
| <p>h. Case plans are required for all enrolled participants. How are delivered services and progress and participation documented by the service provider and provided to the probation agents and/or referral source? (i.e., progress notes or case notes)? Case notes are kept in COMPAS, probation agents are informed of successful completion or termination.</p>  |
| <p>i. How does this program differ from the services provided by the probation department? This program has the ability to adapt to the needs of the offender and does not have the same constraints as the probation department. This program reaches out to the offenders as needed, on a case by case basis. Some offenders need a tougher approach, while others need more direction at a level where they can begin to feel self worth again. Too often, once an offender reaches the day of sentencing, their treatment throughout the process has left them feeling hopeless and without guidance. This program helps the offender get back on a path of success.</p>  |
| <p>j. Why can probation agents <b>NOT</b> provide this level of service? This program has 12 (or</p>  |



# Program Description

## Case Management

less) in it at a time, where the probation officers are supervising many more than that; therefore, this program has the time to give the offenders not only what they need, but what they must have to become a contributor to society. This program offers a sustained one on one level of assistance, not possible with probation officers.

- k. Review your answers above. Summarize other aspects of the program not specifically identified above that you feel are critical to understanding this program: This program offers services not provided by any PIHP service provider.

3. Evaluation is part of evidence-based principles which you **must** identify in section (a.). You are also **required** to develop **at least one key performance measure** for this program in section(b.). Be sure to include the data source, how its tracked and measured. **NOTE:** Successful completion of programming, if listed as the only key performance measure, is not sufficient.

**a. Describe how this program meets each of the following Evidence Based Principles:**

1. **Assess Actuarial Risk/Needs** - COMPAS Risk/Needs assessment completed by Probation Agents.
2. **Enhance Intrinsic Motivation** - The program is designed to allow participants to work at their own pace to achieve the goals set forth and always is a person-centered approach.
3. **Target Interventions (indicate all that apply)**
  - a. **Risk Principle: Prioritize supervision and treatment resources for higher risk offenders** - Program is designed for higher risk offenders.
  - b. **Need Principle: Target interventions to criminogenic needs** -The program targets moderate to high-risk substance abuse and cognitive criminogenic responsive needs.
  - c. **Responsivity Principle: Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs** -Each probationer's situation is looked at individually so that the totality of the circumstances is realized so the correct method or methods are utilized.
  - d. **Dosage: Structure 40-70% of high-risk offenders' time for 3-9 months** -The program can typically run from 30 to 180 days.
  - e. **Treatment Principle: Integrate treatment into the full sentence/sanction requirements** -Structured sentencing that may include jail and other community programming, treatment and sanctions.
4. **Skill Train with Directed Practice** - The program is facilitated by a program manager who is Thinking Matters trained and also has the appropriate life skills and experience to encourage willful participation.
5. **Increase Positive Reinforcement** - Incentives are provided for each participant including a possible reduction in jail days or program days upon completion of programming.
6. **Engage Ongoing Support in Natural Communities** - Utilizes participant's natural resources and makes referrals to relevant/helpful community-based supports and programming when appropriate.
7. **Measure Relevant Processes/Practices** - Captures statistical data regarding aspects of participation and completion, including if progress towards goals are met.



# Program Description

## Case Management

**8. Provide Measurement Feedback** - Shares data regarding participation/program success and effectiveness with stakeholders.

**b. Program Key Performance Measure (required)** - 85% of Participants who successfully complete the program will not be convicted of a new felony offense within 12 months of program completion.

**Data Element (required)** - JIS, JDW and BIRs

**Tracking Source (required)** - Community Corrections Staff

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**





# Program Description

## Outpatient Treatment Programming

|   |          |
|---|----------|
| CCAB: THUMB AREA REGIONAL   | FY: 2023 |
| Local Program Name: OPIATE/METHAMPHETAMINE SPECIFIC PROGRAM   |          |
| Service Provider: TriCap  |          |
| CCIS Service Type: G18 – Outpatient Treatment Services  |          |
| Total Projected New Enrollment: 16  |          |
| For Regional CCABs, total projected new enrollment by member county: Huron County 4 (2 Men / 2 Women) Lapeer County 7 (4 Men / 3 Women), Sanilac County 3 (2 Men / 1 Woman), Tuscola County 2 (1 Man / 1 Woman) |          |
| Projected Length of Stay in Days: 150   |          |
| Program Location (select all that apply): Jail: <input type="checkbox"/> Residential: <input checked="" type="checkbox"/> Community: <input type="checkbox"/>   |          |
| Program Status: Modification  |          |
| If modification, describe here: Modification from G00-Group Service to G18-Outpatient Treatment   |          |

**GROUP/CLASS DELIVERED PROGRAMMING –**

- Groups must be separate for both male and female populations.
- Documentation of assessment for eligibility (with appropriate release of information) must be available during annual file review.
- Use of individual sessions must be described.
- Funding for G18 programming is used to fill the CCAB identified gaps in services.
- If this is an Intensive Outpatient Treatment program, you must use SAMHSA guidelines.

**ANSWER ALL QUESTIONS USING “NA” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.**

|  |
|--|
| <b>1. Based on your objective(s), what is your target population?</b>  |
| <input checked="" type="checkbox"/> Sentenced Felons <input checked="" type="checkbox"/> Pretrial <input checked="" type="checkbox"/> Other: <b>Convicted/Presentenced offenders, offenders participating in specialty courts or as part of plea agreements, OWI 3<sup>rd</sup> offenders, and misdemeanor offenders under the supervision of Circuit Court probation.</b> |

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| <b>2. Describe the program:</b>  |   |  |  |   |  |  |  |   |  |  |  |  |
| <p>a. The COMPAS assessment is considered a screening tool for outpatient treatment and DOES NOT replace the required actuarial assessment.</p> <p>P.A. 511 states eligibility for programming <b>must include moderate to high risk.</b><br/>Please select which needs the program will impact for your target population(s).</p> <p><b>Sentenced Felons:</b><br/>You must identify the number of scales required for referral here: 1</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Vocational/Education Association</td> <td><input checked="" type="checkbox"/> Social Environment</td> <td><input checked="" type="checkbox"/> Criminal</td> </tr> <tr> <td><input checked="" type="checkbox"/> Substance Abuse</td> <td><input type="checkbox"/> Residential Instability</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Cognitive Behavioral</td> <td><input type="checkbox"/> Family Criminality</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Criminal Personality</td> <td><input checked="" type="checkbox"/> Social Isolation</td> <td></td> </tr> </table> | <input type="checkbox"/> Vocational/Education Association | <input checked="" type="checkbox"/> Social Environment | <input checked="" type="checkbox"/> Criminal | <input checked="" type="checkbox"/> Substance Abuse | <input type="checkbox"/> Residential Instability |  | <input checked="" type="checkbox"/> Cognitive Behavioral | <input type="checkbox"/> Family Criminality |  | <input checked="" type="checkbox"/> Criminal Personality | <input checked="" type="checkbox"/> Social Isolation |  |
| <input type="checkbox"/> Vocational/Education Association  | <input checked="" type="checkbox"/> Social Environment    | <input checked="" type="checkbox"/> Criminal           |  |   |  |  |  |   |  |  |  |  |
| <input checked="" type="checkbox"/> Substance Abuse  | <input type="checkbox"/> Residential Instability          |  |  |   |  |  |  |   |  |  |  |  |
| <input checked="" type="checkbox"/> Cognitive Behavioral   | <input type="checkbox"/> Family Criminality               |  |  |   |  |  |  |   |  |  |  |  |
| <input checked="" type="checkbox"/> Criminal Personality   | <input checked="" type="checkbox"/> Social Isolation      |  |  |   |  |  |  |   |  |  |  |  |



# Program Description

## Outpatient Treatment Programming

Leisure & Recreation

Criminal Opportunity

**Gender Responsive Scales:**

- Experiences of Abuse as an Adult
- Experiences of Abuse as a Child
- Relationship Dysfunction
- Parental Stress

**Felony Probation Violators, regardless of COMPAS Assessment Score**

**Pretrial Defendants – list referral criteria here: As ordered by the judge as a bond condition for any pretrial offender, or score of 6 or higher on TCU, or COMPAS bar chart score of moderate to high in any category, or Praxis score of 3 or higher.**

b. Assessment is the foundation of evidence-based practices. Enrollments in treatment programs should be based upon assessed needs by a licensed or credentialed professional. Please describe your assessment practices below:

i. What assessment is used, identify the tool:

- COMPAS - Circuit Court Probation**
- PRAXIS & TCU - Pretrial Services for bond cases**
- Provider uses:**

**Biopsychosocial assessment & report - Determines a diagnosis for OUD (Opioid Use Disorder) and/or SUD (Stimulant Use Disorder-Amphetamine type)**

**If the above listed assessment does not result in required diagnosis to participate in the OMSP program, then licensed TRICAP staff can utilize the following to assist in making an appropriate diagnosis:**

- TCU - Texas Christian University Drug Screen**
- DAST - Drug Abuse Screening Tool**
- MAST - Michigan Alcohol Screening Tool - assess past use**
- AUDIT - Alcohol Use Disorders Identification Test - assess current use**
- SASSI 4 - Substance Abuse Subtle Screening Inventory**

ii. Who completes the assessment? **Circuit Court Probation, Community Corrections Staff and Licensed TriCap Therapists**

iii. Does the assessment result in a recommended level of treatment per American Society of Addiction Medicine (ASAM) criteria? **Yes**

c. Identify who is responsible for confirming eligibility and describe the process. **A referral form, along with a copy of the TCU or PRAXIS or COMPAS Bar Chart can be completed and turned into the Community Corrections Staff for consideration. The information is reviewed by the CCAB Manager to ensure the defendant meets the minimum screening or assessment score and has a history of opiate or methamphetamine use. All information is then forwarded (via email) to TriCap for secondary assessment(s). TriCap staff notifies the CCAB Manager and referring FOA by phone/email once the secondary assessment(s) have been completed and qualifies them to participate with the program. If the defendant does not meet**



# Program Description

## Outpatient Treatment Programming

|       |   |
|-------|---|
|       | criteria, the CCAB Manager and referring FOA will be notified by phone or email.  |
| d.    | Describe the program design:  |
| i.    | Name of curriculum or treatment model: <b>Living In Balance Curriculum for the 4.5 intensive specific classes; Specific (OPI/Meth) Drug Education - Matrix Model with What You Need To Know Methamphetamine and Workbook and What You Need To Know Opioids and Workbook (Hazelden Betty Ford Foundation) - 3 hours. Also incorporated is Seeking Safety, Thinking Matters and Thinking for Change for all groups. All of the groups have cognitive behavioral basics and are evidence-based and best practice approved. Both groups (Opioid &amp; Methamphetamine) receive Helping Men/Women Recover, Early Recovery, Relapse Prevention, Mental Health (co-occurring), TREM/M-TREM (trauma), Anger Management &amp; SUD, 5 hours of cognitive classes, 12 step weekly program. Peer Recovery Coaching is also available as well as daily exercise, and Mindful Yoga.</b> |
| ii.   | Identify what skills are addressed within the treatment program: <b>Seek safe environments, Cognitive behavioral processes, social skills, anger management, relapse prevention, how to deal with trauma and uncomfortable emotions, obtain/maintain sobriety.</b>  |
| iii.  | Is the group open or closed? <b>Open</b>  |
| iv.   | What is the minimum/maximum number of participants per group, as identified in the curriculum? <b>3-15</b>  |
| v.    | How many sessions does this group curriculum provide? <b>336 (16 groups per week for 21 weeks)</b>  |
| vi.   | Minimum number of group sessions attended for successful completion: <b>Successful completion of the program is 336 groups over the course of 150 days.</b>   |
| vii.  | If the group occurs in various locations, (jail/residential/community) identify how participants transition between them: <b>No various locations, all groups occur at TRICAP facility. Once the offender is complete, they are transitioned to community based outpatient aftercare programs and the plan is communicated to CCAB Manager and referral FOA.</b>  |
| viii. | If individual sessions are part of the program and billed separately, how many individual sessions are anticipated per participant? <b>One individual session per week per client.</b>  |
| ix.   | On what basis would individual sessions be used? <b>Individual weekly sessions are built in as part of the curriculum standard.</b>   |
| e.    | Identify the license and/or credentials held by your service provider qualifying him/her to provide this service: <b>The service provider, shall, per verification of credentialing in the MDOC-OCC contract, possess a Master's degree or above in the Behavioral Sciences (Social Work, Counseling, or Psychology), and appropriate licensure through the State of Michigan to practice; and possess appropriate Michigan Certification Board for Addiction Professionals (MCBAP) certification; Certified Advanced Alcohol and Drug Counselor (CAADC); or minimum certified Alcohol and Drug Counselor (CADC) at time of hire; or MCBAP-approved development-plan in place with eligibility to obtain CAADC certification within six</b>   |



# Program Description

## Outpatient Treatment Programming

|    |   |
|----|---|
|    | <p>months from time of hire; MCBAP certificate or development-plan status must be able to be verified through MCBAP search at any time.</p>   |
| f. | <p>How are delivered services and individual progress and participation documented by the service provider and provided to the probation agents and/or referral source? (i.e., progress notes, case notes and/or group notes) <b>TriCap will keep records of assessment, treatment plan, progress notes and discharge/aftercare plan. Notes will be kept for individual and group sessions. Notes are taken at every session with the offender as well as a sign in sheet for group sessions. Monthly progress reports are provided to the probation agent and manager, indicating the level of progress thus far. Notification is also sent when an offender is sanctioned for a rule violation or terminated from the program for non-compliance. Probation agent and manager also receive aftercare plans and discharge summaries. Agents and manager are notified immediately if an offender absconds from the facility.</b></p>  |
| g. | <p>Review your answers above. Summarize other aspects of the program not specifically identified above that you feel are critical to understanding this program: <b>Offenders referred to this program will have to be detoxed from all illicit substances/alcohol for a minimum of 10 days prior to enrollment. Offenders are also eligible to receive Vivitrol and enrolled into Medicaid for other health services while at TriCap. Offenders are required to complete homework assignments and are drug tested 3 times per week. Group services are likely to be taught in-person; however, services, including assessments, can be provided through virtual platforms. If an offender is denied and the Thumb Area Regional Community Corrections Coordinator believes this is in error, a request to grant coordinator may be made for additional review to include case files and history. This program still remains a need for our region. Opiates continue to be an issue in Lapeer County, while a rise in the use of Meth is being seen in all 4 Counties.</b></p>          |
| 3. | <p>Evaluation is part of evidence-based principles which you <b>must</b> identify in section (a). You are <b>required</b> to develop <b>at least one key performance measure</b> for this program in section (b). Be sure to include the data source, how its tracked and measured. <b>NOTE:</b> Successful completion of programming, if listed as the only key performance measure, is not sufficient.</p>  |
| a. | <p><b>Describe how this program meets each of the following Evidence Based Principles:</b></p> <ol style="list-style-type: none"> <li><b>1. Assess Actuarial Risk/Needs</b> – Targeting moderate to high-risk offenders with probable to highly probable needs in the substance abuse category using assessment(s) completed by licensed clinician provides diagnosis, and recommendations for treatment.</li> <li><b>2. Enhance Intrinsic Motivation</b> – Curriculum is designed to allow participants to work at their own pace, allowing for a person-centered approach.</li> <li><b>3. Target Interventions (minimum of 1 required; indicate all that apply)</b> <ol style="list-style-type: none"> <li><b>a. Risk Principle:</b> Prioritize supervision and treatment resources for higher risk offenders – Program is designed for higher risk offenders.</li> <li><b>b. Need Principle:</b> Target interventions to criminogenic needs -Curriculum targets moderate to high-risk substance abuse and cognitive criminogenic and gender responsive needs.</li> </ol> </li> </ol> |



# Program Description

## Outpatient Treatment Programming

- c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs -Each treatment plan is person-centered, tailored to each offender's learning level, motivation level and some are gender specific.
  - d. **Dosage:** Structure 40-70% of high-risk offenders' time for 3-9 months -Treatment program is at least 5 months long with other aspects of treatment, such as Mindful Yoga, AA/NA, journaling, and Peer Recovery.
  - e. **Treatment Principle:** Integrate treatment into the full sentence/sanction requirements -Structured sentencing that may include jail and other community programming, treatment and sanctions.
4. **Skill Train with Directed Practice** – Curriculum, facilitated by licensed clinicians with appropriate credentials, utilizes cognitive behavioral techniques and is designed to encourage willful participation through group setting, role play and homework.
  5. **Increase Positive Reinforcement** – Incorporating positive reinforcement including encouragement, verbal praise, later bed times, increased privileges, peer leader, assisting group leader, and special events like movies.
  6. **Engage Ongoing Support in Natural Communities** – Utilizes participant's local resources and makes referrals to relevant/helpful community-based supports and programming when appropriate.
  7. **Measure Relevant Processes/Practices** – Captures statistical data regarding aspects of group participation and completion, including pre and post-test measurements.
  8. **Provide Measurement Feedback** – Shares statistical KPM data regarding program with state and local stakeholders.
- b. **Program Key Performance Measure (required)** – 85% of Participants who successfully complete the program will not be convicted of a new felony offense within 12 months of program completion.
- Data Element (required)** – OMSP Spreadsheet, JIS, JDW and BIRs
- Tracking Source (required)** – Community Corrections Staff
- Additional Program Key Performance Measure –**
- Data Element –**
- Tracking Source –**
- Additional Program Key Performance Measure -**
- Data Element -**
- Tracking Source -**
- Additional Program Key Performance Measure -**



# Program Description

## Outpatient Treatment Programming

Data Element -  
Tracking Source -



# Program Description

## Outpatient Treatment Programming

|   |          |
|---|----------|
| CCAB: THUMB AREA REGIONAL   | FY: 2023 |
| Local Program Name: IOP   |          |
| Service Provider: Lapeer County & Sanilac County - Alcohol Information and Counseling Center (AICC)   |          |
| CCIS Service Type: G18 – Outpatient Treatment Services  |          |
| Total Projected New Enrollment: 28  |          |
| For Regional CCABs, total projected new enrollment by member county: Lapeer County 22 (19 Men / 3 Women), Sanilac County 6 (4 Men / 2 Women)                  |          |
| Projected Length of Stay in Days: 45  |          |
| Program Location (select all that apply): Jail: <input type="checkbox"/> Residential: <input type="checkbox"/> Community: <input checked="" type="checkbox"/> |          |
| Program Status: Continuation  |          |
| If modification, describe here:   |          |

**GROUP/CLASS DELIVERED PROGRAMMING –**

- Groups must be separate for both male and female populations.
- Documentation of assessment for eligibility (with appropriate release of information) must be available during annual file review.
- Use of individual sessions must be described.
- Funding for G18 programming is used to fill the CCAB identified gaps in services.
- If this is an Intensive Outpatient Treatment program, you must use SAMHSA guidelines.

**ANSWER ALL QUESTIONS USING “NA” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.**

|   |
|---|
| <b>1. Based on your objective(s), what is your target population?</b>   |
| <input checked="" type="checkbox"/> Sentenced Felons <input type="checkbox"/> Pretrial <input checked="" type="checkbox"/> Other: <b>Court arraigned, convicted, and/or sentenced on a MCL 257.625 - 3rd Offense charge - Operating a motor vehicle under the influence of intoxicating liquor or a controlled substance, or both, 3rd or subsequent offense, or offenders who were charged with an OUIL-3rd and as part of a plea agreement that were sentenced to a lesser offense and/or are participating in a treatment court.</b> |

|   |
|---|
| <b>2. Describe the program:</b>   |
| <p>a. The COMPAS assessment is considered a screening tool for outpatient treatment and DOES NOT replace the required actuarial assessment.</p> <p>P.A. 511 states eligibility for programming <b>must include moderate to high risk.</b> Please select which needs the program will impact for your target population(s).</p> <p><b>Sentenced Felons:</b><br/>You must identify the number of scales required for referral here: 1</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Vocational/Education Association<br/> <input checked="" type="checkbox"/> Substance Abuse<br/> <input type="checkbox"/> Cognitive Behavioral         </div> <div style="width: 30%;"> <input type="checkbox"/> Social Environment<br/> <input type="checkbox"/> Residential Instability<br/> <input type="checkbox"/> Family Criminality         </div> <div style="width: 30%;"> <input type="checkbox"/> Criminal         </div> </div> |



# Program Description

## Outpatient Treatment Programming

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| <p>Criminal Personality<br/>Leisure &amp; Recreation</p> <p><b>Gender Responsive Scales:</b><br/>Experiences of Abuse as an Adult<br/>Experiences of Abuse as a Child<br/>Relationship Dysfunction<br/>Parental Stress</p> <p><b>Felony Probation Violators, regardless of COMPAS Assessment Score</b></p> <p><b>Pretrial Defendants – list referral criteria here:</b></p>  | <p>Social Isolation<br/>Criminal Opportunity</p> |
| <p>b. Assessment is the foundation of evidence-based practices. Enrollments in treatment programs should be based upon assessed needs by a licensed or credentialed professional. Please describe your assessment practices below:</p>   |  |
| <p>i. What assessment is used, identify the tool: <b>Assessment is a comprehensive biopsychosocial history that utilizes several screening tools; CAGE-AID, Kessler, and ASAM. A COMPAS Risk/Needs Assessment is completed by Circuit Court Probation for new sentences.</b></p>   |  |
| <p>ii. Who completes the assessment? <b>Lapeer County - Alcohol Information and Counseling Center (AICC).</b></p>  |  |
| <p>iii. Does the assessment result in a recommended level of treatment per American Society of Addiction Medicine (ASAM) criteria? <b>Yes</b></p>  |  |
| <p>c. Identify who is responsible for confirming eligibility and describe the process. <b>Community Corrections Staff screens all sentenced offenders for eligibility criteria prior to an offender being enrolled into the program and the contracted service provider also completes their assessment prior to enrollment, as well. Ultimately, the Community Corrections Coordinator is responsible for making sure the process is carried out as designed.</b></p> |  |
| <p>d. Describe the program design:</p>   |  |
| <p>i. Name of curriculum or treatment model: <b>The Matrix Model, Intensive Alcohol &amp; Drug Treatment Program by Hazelden.</b></p>  |  |
| <p>ii. Identify what skills are addressed within the treatment program:</p>  |  |
| <p>iii. <b>Week 1:</b></p>   |  |
| <p>iv. <b>Session #1 Orientation</b></p>   |  |
| <p>v. <b>Session #2 (Family session) Helping Checklist for Family Members</b></p>  |  |
| <p>vi. <b>Session #3 Alcohol, Other Drugs</b></p>  |  |
| <p>vii. <b>Week 2:</b></p>   |  |
| <p>viii. <b>Session #1 Recovery Checklist/Looking at Fears</b></p>   |  |
| <p>ix. <b>Session #2 Dreams (alcohol and other drugs)</b></p>  |  |
| <p>x. <b>Session #3 Relapse Prevention</b></p>   |  |
| <p>xi. <b>Week 3:</b></p>  |  |
| <p>xii. <b>Session #1 Safety Plan/Risk Factors</b></p>   |  |
| <p>xiii. <b>Session #2 (Family session) 2<sup>nd</sup> Checklist for Family Members</b></p>  |  |





# Program Description

## Outpatient Treatment Programming

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|    | <p>xiv. <b>Session #3 Emotions and Recovery</b></p> <p>xv. <b>Week 4:</b></p> <p>xvi. <b>Session #1 Setting Goals/Post Treatment Evaluation/Continuing Care Plan</b></p> <p>xvii. <b>Session #2 Relapse Analysis</b></p> <p>xviii. <b>Session #3 (Family Session) Assuming my role in the family</b></p> <p>xix. <b>Week 5:</b></p> <p>xx. <b>Session #1 Identifying Internal and External Triggers</b></p> <p>xxi. <b>Session #2 Avoiding Relapse Drift/Relapse Prevention</b></p> <p>xxii. <b>Session #3 (Adjustment topic) group to pick topic #1-18</b></p>  |
|    | xxiii. Is the group open or closed? <b>Closed</b>  |
|    | xxiv. What is the minimum/maximum number of participants per group, as identified in the curriculum? <b>3 minimum / 8 maximum</b>  |
|    | xxv. How many sessions does this group curriculum provide? <b>15</b>   |
|    | xxvi. Minimum number of group sessions attended for successful completion: <b>7</b>  |
|    | xxvii. If the group occurs in various locations, (jail/residential/community) identify how participants transition between them: <b>N/A</b>  |
|    | xxviii. If individual sessions are part of the program and billed separately, how many individual sessions are anticipated per participant? <b>3</b>   |
|    | xxix. On what basis would individual sessions be used? <b>Intakes and exit interviews, also for missed sessions or for participants not grasping the concepts being taught during regular class time.</b>  |
| e. | Identify the license and/or credentials held by your service provider qualifying him/her to provide this service: <b>Minimum of CADC (Certified Alcohol and Drug Counselors) or equivalent/development plan through the State of Michigan.</b>   |
| f. | How are delivered services and individual progress and participation documented by the service provider and provided to the probation agents and/or referral source? (i.e., progress notes, case notes and/or group notes) <b>The service provider maintains sign-in sheets to document attendance/participation for each session. The service provider also maintains a file on each offender that contains progress notes and pre and post-test results. The service provider provides monthly progress reports (enrollment, successful or unsuccessful completions) to the Probation Department, as well as the Community Corrections Staff. Significant/negative incidents are reported immediately.</b> |
| g. | Review your answers above. Summarize other aspects of the program not specifically identified above that you feel are critical to understanding this program: <b>This program offers a level of care not provided or covered by any PIHP funded program.</b>   |
| 3. | Evaluation is part of evidence-based principles which you <b>must</b> identify in section (a). You are <b>required</b> to develop <b>at least one key performance measure</b> for this program in section (b). Be sure to include the data source, how its tracked and measured. <b>NOTE:</b> Successful completion of programming, if listed as the only key performance measure, is not sufficient.  |
| a. | <b>Describe how this program meets each of the following Evidence Based Principles:</b>  |



# Program Description

## Outpatient Treatment Programming

1. **Assess Actuarial Risk/Needs** – Targeting moderate to high-risk offenders with probable to highly probable needs in the substance abuse category using assessment completed by credentialed clinician provides diagnosis, and recommendations for treatment.
2. **Enhance Intrinsic Motivation** – Curriculum is designed to allow participants to work at their own pace, allowing for a person-centered approach.
3. **Target Interventions (minimum of 1 required; indicate all that apply)**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders – Program is designed for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs -Curriculum targets moderate to high-risk substance abuse and cognitive criminogenic responsive needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs -The Curriculum is designed to be delivered so offenders with different learning styles are accommodated as well as different motivation levels, cultures and the groups are gender specific.
  - d. **Dosage:** Structure 40-70% of high-risk offenders' time for 3-9 months -N/A
  - e. **Treatment Principle:** Integrate treatment into the full sentence/sanction requirements -Structured sentencing that may include jail and other community programming, treatment and sanctions.
4. **Skill Train with Directed Practice** – Curriculum, facilitated by credentialed clinicians with appropriate credentials, utilizes cognitive behavioral techniques and is designed to encourage willful participation through group setting, role play and homework.
5. **Increase Positive Reinforcement** – Incentives are provided for each participant including a possible reduction in jail days upon completion of programming.
6. **Engage Ongoing Support in Natural Communities** – Utilizes participant's natural resources and makes referrals to relevant/helpful community-based supports and programming when appropriate.
7. **Measure Relevant Processes/Practices** – Captures statistical data regarding aspects of group participation and completion, including pre and post-tests.
8. **Provide Measurement Feedback** – Shares data regarding participation/program success and effectiveness with stakeholders.

**b. Program Key Performance Measure (required)** – 85% of Participants who successfully complete the program will not be convicted of a new felony offense within 12 months of program completion.

**Data Element (required)** – JIS, JDW and BIRs

**Tracking Source (required)** – Community Corrections Staff

**Additional Program Key Performance Measure** –



# Program Description

## Outpatient Treatment Programming

**Data Element –**  
**Tracking Source –**

**Additional Program Key Performance Measure -**  
**Data Element -**  
**Tracking Source -**

**Additional Program Key Performance Measure -**  
**Data Element -**  
**Tracking Source -**



# Program Description

## Outpatient Treatment Programming

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| CCAB: THUMB AREA REGIONAL  | FY: 2023 |
| Local Program Name: SUBSTANCE ABUSE  |          |
| Service Provider: Lapeer County & Sanilac County - Alcohol Information and Counseling Center (AICC), Tuscola County - List Psychological Services, PLC.                              |          |
| CCIS Service Type: G18 – Outpatient Treatment Services   |          |
| Total Projected New Enrollment: 82   |          |
| For Regional CCABs, total projected new enrollment by member county: Lapeer County 37 (32 Men / 5 Women), Sanilac County 20 (17 Men / 3 Women), Tuscola County 25 (21 Men / 4 Women) |          |
| Projected Length of Stay in Days: 50   |          |
| Program Location (select all that apply): Jail: <input checked="" type="checkbox"/> Residential: <input type="checkbox"/> Community: <input checked="" type="checkbox"/>             |          |
| Program Status: Continuation   |          |
| If modification, describe here:  |          |

**GROUP/CLASS DELIVERED PROGRAMMING –**

- Groups must be separate for both male and female populations.
- Documentation of assessment for eligibility (with appropriate release of information) must be available during annual file review.
- Use of individual sessions must be described.
- Funding for G18 programming is used to fill the CCAB identified gaps in services.
- If this is an Intensive Outpatient Treatment program, you must use SAMHSA guidelines.

**ANSWER ALL QUESTIONS USING “NA” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.**

|   |
|---|
| <b>1. Based on your objective(s), what is your target population?</b>   |
| <input checked="" type="checkbox"/> Sentenced Felons <input type="checkbox"/> Pretrial <input checked="" type="checkbox"/> Other: <b>Adjudicated Felony Offenders on Delayed Sentence, Felony Offenders as part of a plea agreement that were sentenced to a lesser offense and/or are participating in a treatment court and have the need for substance abuse treatment as verified by an assessment.</b> |

|  |   |   |                                   |   |  |  |   |   |  |
|--|---|---|-----------------------------------|---|--|--|---|---|--|
| <b>2. Describe the program:</b>  |   |   |                                   |   |  |  |   |   |  |
| <p>a. The COMPAS assessment is considered a screening tool for outpatient treatment and DOES NOT replace the required actuarial assessment.</p> <p>P.A. 511 states eligibility for programming <b>must include moderate to high risk.</b> Please select which needs the program will impact for your target population(s).</p> <p><b>Sentenced Felons:</b><br/>You must identify the number of scales required for referral here: 1</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Vocational/Education Association</td> <td><input type="checkbox"/> Social Environment</td> <td><input type="checkbox"/> Criminal</td> </tr> <tr> <td><input checked="" type="checkbox"/> Substance Abuse</td> <td><input type="checkbox"/> Residential Instability</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Cognitive Behavioral</td> <td><input type="checkbox"/> Family Criminality</td> <td></td> </tr> </table> | <input type="checkbox"/> Vocational/Education Association | <input type="checkbox"/> Social Environment | <input type="checkbox"/> Criminal | <input checked="" type="checkbox"/> Substance Abuse | <input type="checkbox"/> Residential Instability |  | <input type="checkbox"/> Cognitive Behavioral | <input type="checkbox"/> Family Criminality |  |
| <input type="checkbox"/> Vocational/Education Association  | <input type="checkbox"/> Social Environment               | <input type="checkbox"/> Criminal           |                                   |   |  |  |   |   |  |
| <input checked="" type="checkbox"/> Substance Abuse  | <input type="checkbox"/> Residential Instability          |   |                                   |   |  |  |   |   |  |
| <input type="checkbox"/> Cognitive Behavioral  | <input type="checkbox"/> Family Criminality               |   |                                   |   |  |  |   |   |  |



# Program Description

## Outpatient Treatment Programming

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|--|--|
| <p>Criminal Personality<br/>Leisure &amp; Recreation</p> <p><b>Gender Responsive Scales:</b><br/>Experiences of Abuse as an Adult<br/>Experiences of Abuse as a Child<br/>Relationship Dysfunction<br/>Parental Stress</p> <p><b>Felony Probation Violators, regardless of COMPAS Assessment Score</b></p> <p><b>Pretrial Defendants – list referral criteria here:</b></p>  | <p>Social Isolation<br/>Criminal Opportunity</p> |
| <p>b. Assessment is the foundation of evidence-based practices. Enrollments in treatment programs should be based upon assessed needs by a licensed or credentialed professional. Please describe your assessment practices below:</p>   |  |
| <p>i. What assessment is used, identify the tool: <b>A COMPAS Risk/Needs Assessment and a Biopsychosocial Assessment, which includes the DSM-5, ASAM, and MH screening.</b></p>  |  |
| <p>ii. Who completes the assessment? <b>The Probation Department completes the COMPAS Risk/Needs Assessment and the contracted service provider completes the Biopsychosocial Assessment.</b></p>  |  |
| <p>iii. Does the assessment result in a recommended level of treatment per American Society of Addiction Medicine (ASAM) criteria? <b>Yes</b></p>  |  |
| <p>c. Identify who is responsible for confirming eligibility and describe the process. <b>Community Corrections Staff screens all sentenced offenders for eligibility criteria prior to an offender being enrolled into the program and the contracted service provider also completes their assessment prior to enrollment, as well. Ultimately, the Community Corrections Coordinator is responsible for making sure the process is carried out as designed.</b></p> |  |
| <p>d. Describe the program design:</p>   |  |
| <p>i. Name of curriculum or treatment model: <b>New Direction by Hazelden</b></p>  |  |
| <p>ii. Identify what skills are addressed within the treatment program:</p>  |  |
| <p>iii. <b>The following skills are taught: Addicts and Addiction, Your Body on Alcohol and other Drugs, Disease of Addiction (Parts 1&amp;2), Now is the Time for Real Change, Change and Relapse Prevention, Change and Recovery, Transition Planning.</b></p>   |  |
| <p>iv. Is the group open or closed? <b>Closed</b></p>  |  |
| <p>v. What is the minimum/maximum number of participants per group, as identified in the curriculum? <b>3 minimum / 8 maximum</b></p>  |  |
| <p>vi. How many sessions does this group curriculum provide? <b>8</b></p>  |  |
| <p>vii. Minimum number of group sessions attended for successful completion: <b>8</b></p>  |  |
| <p>viii. If the group occurs in various locations, (jail/residential/community) identify how participants transition between them: <b>If a participant starts</b></p>  |  |



# Program Description

## Outpatient Treatment Programming

|     |  |
|-----|--|
|     | <p>the program in the jail and is not able to complete, they are transferred to the community based program for completion.</p>  |
| ix. | <p>If individual sessions are part of the program and billed separately, how many individual sessions are anticipated per participant? <b>3</b></p>  |
| x.  | <p>On what basis would individual sessions be used? <b>For missed sessions or for participants not grasping the concepts being taught during regular class time.</b></p>   |
| e.  | <p>Identify the license and/or credentials held by your service provider qualifying him/her to provide this service: <b>Minimum of CADC (Certified Alcohol and Drug Counselors) or equivalent/development plan through the State of Michigan.</b></p>  |
| f.  | <p>How are delivered services and individual progress and participation documented by the service provider and provided to the probation agents and/or referral source? (i.e., progress notes, case notes and/or group notes) <b>The service provider maintains sign-in sheets to document attendance/participation for each session. The service provider also maintains a file on each offender that contains progress notes and pre and post-test results. The service provider provides monthly progress reports (enrollment, successful or unsuccessful completions) to the Probation Department, as well as the Community Corrections Staff. Significant/negative incidents are reported immediately.</b></p>  |
| g.  | <p>Review your answers above. Summarize other aspects of the program not specifically identified above that you feel are critical to understanding this program: <b>This program provides services in the jail where PIHP treatment services are not funded. This program also alleviates offenders from paying unaffordable copays.</b></p>   |
| 3.  | <p>Evaluation is part of evidence-based principles which you <b>must</b> identify in section (a). You are <b>required</b> to develop <b>at least one key performance measure</b> for this program in section (b). Be sure to include the data source, how its tracked and measured. <b>NOTE:</b> Successful completion of programming, if listed as the only key performance measure, is not sufficient.</p>   |
| a.  | <p><b>Describe how this program meets each of the following Evidence Based Principles:</b></p> <ol style="list-style-type: none"> <li><b>1. Assess Actuarial Risk/Needs</b> – Targeting moderate to high-risk offenders with probable to highly probable needs in the substance abuse category using assessment completed by credentialed clinician provides diagnosis, and recommendations for treatment.</li> <li><b>2. Enhance Intrinsic Motivation</b> – Curriculum is designed to allow participants to work at their own pace, allowing for a person-centered approach.</li> <li><b>3. Target Interventions (minimum of 1 required; indicate all that apply)</b> <ol style="list-style-type: none"> <li><b>a. Risk Principle:</b> Prioritize supervision and treatment resources for higher risk offenders – Program is designed for higher risk offenders.</li> <li><b>b. Need Principle:</b> Target interventions to criminogenic needs -Curriculum targets moderate to high-risk substance abuse and cognitive criminogenic responsive needs.</li> <li><b>c. Responsivity Principle:</b> Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs -The Curriculum is designed to be delivered so offenders with different learning styles are accommodated as well as</li> </ol> </li> </ol> |



# Program Description

## Outpatient Treatment Programming

different motivation levels, cultures and the groups are gender specific.

- d. **Dosage:** Structure 40-70% of high-risk offenders' time for 3-9 months -N/A
- e. **Treatment Principle:** Integrate treatment into the full sentence/sanction requirements -Structured sentencing that may include jail and other community programming, treatment and sanctions.

- 4. **Skill Train with Directed Practice** – Curriculum, facilitated by credentialed clinicians with appropriate credentials, utilizes cognitive behavioral techniques and is designed to encourage willful participation through group setting, role play and homework.
- 5. **Increase Positive Reinforcement** – Incentives are provided for each participant including a possible reduction in jail days upon completion of programming.
- 6. **Engage Ongoing Support in Natural Communities** – Utilizes participant's natural resources and makes referrals to relevant/helpful community-based supports and programming when appropriate.
- 7. **Measure Relevant Processes/Practices** – Captures statistical data regarding aspects of group participation and completion, including pre and post-tests.
- 8. **Provide Measurement Feedback** – Shares data regarding participation/program success and effectiveness with stakeholders.

**b. Program Key Performance Measure (required)** – 85% of Participants who successfully complete the program will not be convicted of a new felony offense within 12 months of program completion.

**Data Element (required)** – JIS, JDW and BIRs  
**Tracking Source (required)** – Community Corrections Staff

**Additional Program Key Performance Measure –**  
**Data Element –**  
**Tracking Source –**

**Additional Program Key Performance Measure -**  
**Data Element -**  
**Tracking Source -**

**Additional Program Key Performance Measure -**  
**Data Element -**  
**Tracking Source -**



# Program Description

## Group Programming

|   |          |
|---|----------|
| CCAB: THUMB AREA REGIONAL   | FY: 2023 |
| Local Program Name: <b>THINKING MATTERS</b>   |          |
| Service Provider: <b>Lapeer County and Sanilac County - Alcohol Information and Counseling Center (AICC), Tuscola County - List Psychological Services, PLC.</b>                                    |          |
| CCIS Service Type: <b>C01 - Cognitive</b>   |          |
| Total projected number of new enrollments: <b>179</b>   |          |
| For Regional CCABs, projected number of new enrollments per member county: <b>Lapeer County 60 (50 Men / 10 Women) / Tuscola County 66 (60 Men / 6 Women) /Sanilac County 53 (50 Men / 3 Women)</b> |          |
| Program Location (select all that apply): Jail: <input checked="" type="checkbox"/> Residential: <input type="checkbox"/> Community: <input checked="" type="checkbox"/>                            |          |
| Program status: <b>Continuation</b>   |          |
| If modification, describe here:   |          |

**GROUP/CLASS DELIVERED PROGRAMMING –**

- This form is for program activities delivered through a group or class-type structure.
- Groups that are cognitive in nature must be separate for both male and female populations.
- When developing eligibility criteria, think about what behavior or characteristics in addition to addressing PCRs or jail utilization that the program is intended to address.
- Cognitive, Employability Skills, Education and Domestic Violence programs are all programs that would use this form.
- If this form is utilized for an Employability Skills group, the County must clearly identify how it is not a duplication of services provided through the Michigan Works Agency or other local workforce development agencies in (3.h.).
- G00 is an option for “other” group-type programming not specifically identified here (discuss with your assigned Community Corrections Specialist first).
- Pretrial defendants who are not convicted are not an eligible Target Population on this form. For exceptions, please discuss with assigned Community Corrections Specialist first.

**ANSWER ALL QUESTIONS USING “N/A” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.**

|   |
|---|
| <b>1. What is your target population?</b>   |
| <input checked="" type="checkbox"/> Sentenced Felons <input checked="" type="checkbox"/> Other (include eligibility criteria): <b>Adjudicated Felony Offenders on Delayed Sentence or misdemeanor offenders under the supervision of Circuit Court probation.</b> |

|   |
|---|
| <b>2. Describe the program:</b>   |
| a. What is your referral process to this program? <b>Offenders can be sentenced to the program through a Court Order, Probation Referral, Attorney, Sheriff Department, Community Corrections Staff or self-referral.</b> |
| b. What assessment is used, identify the tool: <b>COMPAS</b>  |
| c. Who completes the assessment? <b>MDOC Agents</b>   |
| d. P.A. 511 states eligibility for programming <b>must include moderate to high risk.</b> Please select which needs the program will impact for your target population(s).  |
| <p><b>Sentenced Felons:</b><br/> <i>You must identify the number of scales required for eligibility here: 2</i></p>   |





# Program Description

## Group Programming

|   |   |          |
|---|---|----------|
| Vocational/Education Association<br>Substance Abuse<br>Cognitive Behavioral<br>Criminal Personality<br>Leisure & Recreation   | Social Environment<br><br>Residential Instability<br>Family Criminality<br>Social Isolation<br>Criminal Opportunity | Criminal |
| <p><b>Gender Responsive Scales:</b></p> <ul style="list-style-type: none"> <li>Experiences of Abuse as an Adult</li> <li>Experiences of Abuse as a Child</li> <li>Relationship Dysfunction</li> <li>Parental Stress</li> </ul> <p><b>Felony Probation Violator, regardless of COMPAS Assessment Score</b></p>   |   |          |
| e. Describe the program design (programs using this description form should be delivered through a group or class structure):   |   |          |
| i. Name of curriculum: <b>THINKING MATTERS</b>  |   |          |
| ii. Identify what skills are taught in this program: <b>The Thinking Matters curriculum addresses the anti-social thinking patterns that lead to criminal behaviors. The program helps develop the skills necessary to identify thinking errors and establish replacement thoughts through thinking reports and role play.</b>  |   |          |
| iii. Is the group open or closed? <b>Open</b>   |   |          |
| iv. What is the minimum/maximum number of participants per group, as identified in the curriculum? <b>3 minimum / 8 maximum</b>   |   |          |
| v. Minimum number of group sessions attended for successful completion: <b>A minimum of 6 for Jail based groups and a minimum of 8 for Community based groups.</b>  |   |          |
| vi. If the group occurs in various locations, (jail/residential/community) identify how participants transition between them: <b>Participants may transition from the in jail program to the program provided in the community in order to achieve successful completion.</b>   |   |          |
| f. Identify the training or credentials held by your service provider qualifying him/her to provide this service: <b>Certification by Abe French after attending training.</b>  |   |          |
| g. How are delivered services and individual progress and participation documented by the service provider and provided to the probation agents and/or referral source? (i.e., progress notes, case notes and/or group notes) <b>Signed attendance sheets and progress notes kept in files.</b>   |   |          |
| h. Provide any other pertinent information you feel is necessary:   |   |          |
| 3. Evaluation is part of evidence-based principles which you <b>must</b> identify in section (a.). You are also <b>required</b> to develop <b>at least one key performance measure</b> for this program in section (b.). Be sure to include the data source, how its tracked and measured. <b>NOTE:</b> Successful completion of programming, if listed as the only key performance measure, is not |   |          |



# Program Description

## Group Programming

sufficient.

**a. Describe how this program meets each of the following Evidence Based Principles:**

1. **Assess Actuarial Risk/Needs** – COMPAS assessment is completed by the Probation Agents.
2. **Enhance Intrinsic Motivation** – The curriculum is designed to allow participants to work at their own pace, allowing for a person-centered approach.
3. **Target Interventions (indicate all that apply)**
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders -Program is designed for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs -Curriculum targets moderate to high-risk substance abuse and cognitive criminogenic responsive needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs -Each participant's navigation through the program will be tailored specifically to them based on their own life experiences and ability to grasp the concepts being taught.
  - d. **Dosage:** Structure 40-70% of high-risk offenders' time for 3-9 months -N/A
  - e. **Treatment Principle:** Integrate treatment into the full sentence/sanction requirements -Structured sentencing that may include jail and other community programming, treatment and sanctions.
4. **Skill Train with Directed Practice** - Curriculum, facilitated by program providers with appropriate credentials, utilizes cognitive behavioral techniques and is designed to encourage willful participation through group setting, role play and homework.
5. **Increase Positive Reinforcement** - Incentives are provided for each participant including a possible reduction in jail days upon completion of programming.
6. **Engage Ongoing Support in Natural Communities** - Utilizes participant's natural resources and makes referrals to relevant/helpful community-based supports and programming when appropriate.
7. **Measure Relevant Processes/Practices** - Captures statistical data regarding aspects of group participation and completion, including pre and post-tests.
8. **Provide Measurement Feedback** – Data is given regarding participation/program success and effectiveness with stakeholders.

**b. Program Key Performance Measure (required)** - 85% of Participants who successfully complete the program will not be convicted of a new felony offense within 12 months of program completion.

**Data Element (required)** - JIS, JDW and BIRs

**Tracking Source (required)** - Community Corrections Staff



# Program Description

## Group Programming

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**

**Additional Program Key Performance Measure -**

**Data Element -**

**Tracking Source -**



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**[EXTERNAL] Tuscola Suicide Coalition Prevention request**

1 message

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**Susan Rickwalt-Holder** <srickwalt@tbhs.net>  
To: "renee@tuscolacounty.org" <renee@tuscolacounty.org>

Wed, May 11, 2022 at 3:01 PM

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**From:** Susan Rickwalt-Holder  
**Sent:** Wednesday, May 11, 2022 2:49 PM  
**To:** Clayette Zechmeister ([zclay@tuscolacounty.org](mailto:zclay@tuscolacounty.org)) <[zclay@tuscolacounty.org](mailto:zclay@tuscolacounty.org)>  
**Subject:** Tuscola Suicide Coalition Prevention request

Ms. Zechmeister, the Tuscola County Suicide Prevention Coalition would like to request the use of the Tuscola County Court House lawn on Wednesday, September 7, 2022 from 3:30 pm to 7:00 pm for our annual suicide awareness event that is open to the public. The actual event will be from 4:30 pm to 6:30 pm. The Coalition would like to place signage on the lawn throughout the month of September for Suicide Prevention month.

If you should have questions please reach out via email or by calling 989.672.3154.

Kind Regards,

Susan R. Holder, Director

Marketing and Training

Tuscola Behavioral Health Systems

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street  
Suite 500  
Caro, MI 48723

Telephone: 989-672-3700  
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 26<sup>th</sup> day of May, 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,

## **RESOLUTION 2022-11 Relay For Life of Tuscola County**

American Cancer Society (ACS) Relay For Life Proclamation for Tuscola County:

**WHEREAS**, the Relay For Life movement continues to be the largest peer-to-peer fundraising event with 2.5 million participants globally uniting to save lives from cancer;

**WHEREAS**, Relay For Life of Tuscola County is an opportunity to celebrate people who have been touched by cancer, remember loved ones lost, and take action for lifesaving change;

**WHEREAS**, funds raised at Relay For Life events help the ACS fund and conduct breakthrough research, and give cancer patients and their families the resources they need, like free rides to chemo, free places to stay near hospitals, and a live 24/7 helpline for answers and support;

**NOW, THEREFORE, BE IT RESOLVED BY THE TUSCOLA COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

1. The Board hereby Proclaims the Month of September as Relay For Life Month in the County of Tuscola
2. The Board authorizes Relay For Life of Tuscola County to place related signage on the courthouse lawn during the Month of September.

3. The Board encourages residents to let their passion inspire them to join the Relay For Life movement by attending a kickoff celebration, starting or joining a fundraising team, making a donation, or attending the Relay For Life event at the Caro Farmers Market on September 17, 2022.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 26<sup>th</sup> day of May, 2022.

Date \_\_\_\_\_

\_\_\_\_\_  
*Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners*

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of an agreement approved by the Board of Commissioners at a regular meeting on May 26, 2022.

Date \_\_\_\_\_

\_\_\_\_\_  
*Jodi Fetting  
Tuscola County Clerk*

PROPOSED



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**[EXTERNAL] Request to Speak with BOC**

1 message

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**Amanda Ertman** <aertman@tchd.us>  
To: renee@tuscolacounty.org, dbabich@tuscolacounty.org

Fri, May 13, 2022 at 9:50 AM

Good Moring,

I would like to request to speak with the BOC on several topics.

1. The old SCMMCCI building (suite A) space; request approval and develop a contract.
2. Request funds to replace the old wire and to add two additional wires for new sign that goes to the road.

Any input would be greatly appreciated.

*Very Respectfully,*

*Amanda R. Ertman*

**Health Officer**

**Tuscola County Health Department**

1309 Cleaver Rd

Suite B,

Caro, MI 48723

Phone: 989-673-8117

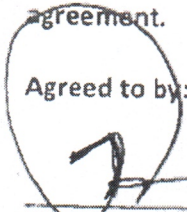

Fax: 989-673-7490

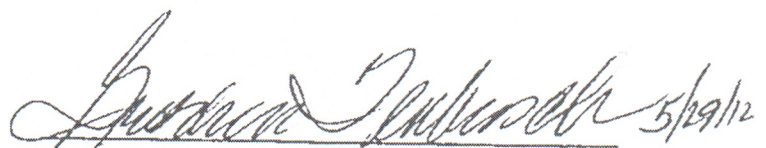
AGREEMENT BETWEEN  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
AND  
TUSCOLA COUNTY HEALTH DEPARTMENT

The Tuscola County Board of Commissioners (TCBOC) agrees to lease Suite B of the structure at 1309 Cleaver Rd., Caro, MI, 48723, to the Tuscola County Health Department (TCHD).

Furthermore:

- 1) The TCBOC agrees to establish a reasonable lease payment for the TCHD, which takes into consideration current funding issues. The annual County-Wide Cost Allocation Plan may be used as a guide to establish the reasonable rate.
- 2) Building/Grounds maintenance, janitorial services and supplies, and utilities will be provided by Tuscola County and considered as part of the lease amount.
- 3) The TCBOC agrees to provide adequate insurance on the building and property, including personal injury; and contents, including vaccine stored within the facility. Reimbursement by TCHD will remain part of the indirect cost allocation.
- 4) The TCHD agrees not to make structural changes to the building without permission from the County Administrator.
- 5) The lease amount for calendar year 2012 is \$85,676.04, or \$7,139.67 per month, due by the 1<sup>st</sup> of each month.
- 6) The calendar lease amount will be mutually agreed upon by the TCBOC and TCHD annually.
- 7) This agreement is effective January 1, 2012 for a 12 month period. It will automatically renew annually unless either party gives 30 days notice of intent to terminate or change terms of the agreement.

Agreed to by:    
Tuscola County Board of Commissioners/Date  
Thomas Bardwell, Chair

 5/29/12  
Tuscola County Health Department/Date  
Gretchen Tenbusch, Health Officer/CEO

" - 2012 Space "  
~~#101-94-9410~~ (see Distrib)  
#7,139.67  
tus 001

ef:  
Acct # 101-000-699-020



Clayette Zechmeister <zclay@tuscolacounty.org>



Tuscola County

**Health Dept Sq Foot**

**Mike Miller** <mmiller@tuscolacounty.org>  
To: Clayette Zechmeister <ZClay@tuscolacounty.org>

Fri, Apr 29, 2022 at 9:32 AM

I have gone over the prints and the entire building is 15,484 square ft, building codes portion is 2183 square ft.

[Quoted text hidden]

$$\begin{array}{r}
 15484 \\
 - 2183 \\
 \hline
 13301 \text{ square feet} - \text{current} \\
 \text{Dept. space} \\
 \text{Health} \\
 = \$ .54 / \text{square foot} \\
 e^{\$ 7139.67 / \text{month}}
 \end{array}$$

| Date                                     | JNL | Type | Description                   | Reference #   | Debits | Credits  | Balance     |
|--|-----|------|-------------------------------|---------------|--------|----------|-------------|
| <b>101-000-699.020 HEALTH DEPT LEASE</b> |     |      |                               |               |        |          |             |
|  |     |      |                               |               |        |          | (Continued) |
| <b>01/01/2009</b>                        |     |      |                               |               |        |          |             |
| 01/01/2009                               |     |      | 2009 Fiscal Year Begin        |               |        |          | 0.00        |
| 01/22/2009                               | RC  | IMPT | Tuscola Co Health Dept        | 32326         |        | 7,139.67 | (7,139.67)  |
|  |     |      |                               | Total for Jan |        | 7,139.67 |             |
| <b>02/24/2009</b>                        |     |      |                               |               |        |          |             |
| 02/24/2009                               | RC  | IMPT | Tuscola Co Health Dept - spac | 32480         |        | 7,139.67 | (14,279.34) |
|  |     |      |                               | Total for Feb |        | 7,139.67 |             |
| <b>03/25/2009</b>                        |     |      |                               |               |        |          |             |
| 03/25/2009                               | RC  | IMPT | Tuscola Co Health Dept = Spac | 32607         |        | 7,139.67 | (21,419.01) |
|  |     |      |                               | Total for Mar |        | 7,139.67 |             |
| <b>04/23/2009</b>                        |     |      |                               |               |        |          |             |
| 04/23/2009                               | RC  | IMPT | Tuscola Co Health Dept        | 32709         |        | 7,139.67 | (28,558.68) |
|  |     |      |                               | Total for Apr |        | 7,139.67 |             |
| <b>05/19/2009</b>                        |     |      |                               |               |        |          |             |
| 05/19/2009                               | RC  | IMPT | Tuscola Co Health Dept - Spa  | 32797         |        | 7,139.67 | (35,698.35) |
|  |     |      |                               | Total for May |        | 7,139.67 |             |
| <b>06/23/2009</b>                        |     |      |                               |               |        |          |             |
| 06/23/2009                               | RC  | IMPT | Tuscola Co Health Dept        | 32924         |        | 7,139.67 | (42,838.02) |
|  |     |      |                               | Total for Jun |        | 7,139.67 |             |
| <b>07/21/2009</b>                        |     |      |                               |               |        |          |             |
| 07/21/2009                               | RC  | IMPT | Tuscola Co Health Dept - Spac | 33029         |        | 7,139.67 | (49,977.69) |
|  |     |      |                               | Total for Jul |        | 7,139.67 |             |
| <b>08/25/2009</b>                        |     |      |                               |               |        |          |             |
| 08/25/2009                               | RC  | IMPT | Tuscola Co Health Dept        | 33166         |        | 7,139.67 | (57,117.36) |
|  |     |      |                               | Total for Aug |        | 7,139.67 |             |
| <b>09/22/2009</b>                        |     |      |                               |               |        |          |             |
| 09/22/2009                               | RC  | IMPT | Tuscola Co Health Dept -      | 33270         |        | 7,139.67 | (64,257.03) |
|  |     |      |                               | Total for Sep |        | 7,139.67 |             |
| <b>10/20/2009</b>                        |     |      |                               |               |        |          |             |
| 10/20/2009                               | RC  | IMPT | Tuscola Co Health Dept - spac | 33376         |        | 7,139.67 | (71,396.70) |
|  |     |      |                               | Total for Oct |        | 7,139.67 |             |
| <b>11/24/2009</b>                        |     |      |                               |               |        |          |             |
| 11/24/2009                               | RC  | IMPT | Tuscola Co Health Dept        | 33542         |        | 7,139.67 | (78,536.37) |
|  |     |      |                               | Total for Nov |        | 7,139.67 |             |
| <b>12/22/2009</b>                        |     |      |                               |               |        |          |             |
| 12/22/2009                               | RC  | IMPT | Tuscola Co Health Dept        | 33643         |        | 7,139.67 | (85,676.04) |
|  |     |      |                               | Total for Dec |        | 7,139.67 |             |
| <b>01/01/2010</b>                        |     |      |                               |               |        |          |             |
| 01/01/2010                               |     |      | 2010 Fiscal Year Begin        |               |        |          | 0.00        |
| 01/19/2010                               | RC  | IMPT | Tuscola Co Health Dept = Spac | 33743         |        | 7,139.67 | (7,139.67)  |
|  |     |      |                               | Total for Jan |        | 7,139.67 |             |
| <b>02/24/2010</b>                        |     |      |                               |               |        |          |             |
| 02/24/2010                               | RC  | IMPT | Tuscola Co Health Dept        | 33935         |        | 7,139.67 | (14,279.34) |
|  |     |      |                               | Total for Feb |        | 7,139.67 |             |
| <b>03/23/2010</b>                        |     |      |                               |               |        |          |             |
| 03/23/2010                               | RC  | IMPT | Tuscola Co Health Dept - spac | 34057         |        | 7,139.67 | (21,419.01) |
|  |     |      |                               | Total for Mar |        | 7,139.67 |             |
| <b>04/20/2010</b>                        |     |      |                               |               |        |          |             |
| 04/20/2010                               | RC  | IMPT | Tuscola Co Health Department  | 34162         |        | 7,139.67 | (28,558.68) |
|  |     |      |                               | Total for Apr |        | 7,139.67 |             |
| <b>05/25/2010</b>                        |     |      |                               |               |        |          |             |
| 05/25/2010                               | RC  | IMPT | Tuscola Co Health Dept - Spac | 34297         |        | 7,139.67 | (35,698.35) |
|  |     |      |                               | Total for May |        | 7,139.67 |             |
| <b>06/22/2010</b>                        |     |      |                               |               |        |          |             |
| 06/22/2010                               | RC  | IMPT | Tuscola Co Health Dept - Spac | 34394         |        | 7,139.67 | (42,838.02) |
|  |     |      |                               | Total for Jun |        | 7,139.67 |             |





Fig A



| Item  | Cost            |
|---|-----------------|
| "Watchfire" 10mm High Resolution Full Color LED Electronic Message Center Display (both sides)  | \$42,500        |
| Watchfire Ignite Graphics Software & Training   | \$2,500         |
| Three LED Illuminated Sign Cabinets (1 upper & 2 lower)   | \$10,500        |
| LED EMC Cabinets & Sign Cabinets Installation & Permit Obtaining + Fees   | \$4,500         |
| <b>Electrical –<br/>Two (2) 120 Volt 30 Amp Designated Circuits<br/>120 Volt 20 Amp Designated Circuit would be for the<br/>Three (3) Sign Cabinets</b> | <b>\$14,000</b> |
| Landscaping - Enhance the area and protect the displays from mowers and trimmers  | \$4,900         |
| Total Project   | \$78,900        |

| Michigan Department of Health & Human Services |         |
|--|---------|
| Sign Cabinets - \$10,500 / 3                   | \$3,500 |
| Installation - \$4,500 / 3                     | \$1,500 |
| Landscaping - \$4,900 / 3                      | \$1,633 |
|  |         |
| Total Requested                                | \$6,633 |

**KEN MARTIN ELECTRIC, INC.**

4180 Hurds Corner Rd.  
CASS CITY, MICHIGAN 48726

Phone (989) 872-4114  
Fax (989) 872-4140

# JOB ESTIMATE

PHONE \_\_\_\_\_ DATE 4/26/22

JOB NAME/LOCATION  
TC HEALTH DEPT  
NEW SIGN

TO TC BUILDING & GROUNDS  
CASS MI  
ATTN MIKE MILLER

B DESCRIPTION: PER WALK TALK W/ TOM

- ① REMOVE & INSTALL A CIRCUIT FROM  
DHS OUT TO NEW SIGN BY ROAD  
& MOUNT T-BUX
- ② BORE CONDUIT TO SAME LOCATION.

ALL MATERIAL, LABOUR & FINISH

\* BUDGET NUMBER

\* PRICE GOOD FOR 30 DAYS

Thank you,

JK

ESTIMATED JOB COST 11,400.-

ESTIMATED BY [Signature]

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.





# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Fifteenth day of March in the year Twenty Twenty-Two  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Tuscola County  
125 W. Lincoln Street  
Caro, Michigan 48723

and the Contractor:  
(Name, legal status, address and other information)

Champagne & Marx Excavating, Inc.  
1445 Liberty Road  
Saginaw, Michigan 48604

for the following Project:  
(Name, location and detailed description)

Michigan State/Fire Polic Post  
Exterior Water, Service, and Demolition of sprinkler system

The Architect:  
(Name, legal status, address and other information)

TSSF Architects, Inc.  
122 N. Washington Avenue  
Saginaw, Michigan 48607

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- Work to commence after County has annexed property into City limits

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

Not later than Ten (10) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work       | Substantial Completion Date |
|-----------------------|-----------------------------|
| No further provisions |                             |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty Three Thousand Seven Hundred Fifty and no cents (\$ 143,750.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item                  | Price |
|-----------------------|-------|
| No further provisions |       |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item                  | Price | Conditions for Acceptance |
|-----------------------|-------|---------------------------|
| No further provisions |       |                           |

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

| Item                  | Price |
|-----------------------|-------|
| No further provisions |       |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item                  | Units and Limitations | Price per Unit (\$0.00) |
|-----------------------|-----------------------|-------------------------|
| No further provisions |                       |                         |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

No further provisions

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

No further provisions

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

No further provisions

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the third day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-first day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA® Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA® Document A201®–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA® Document A201®–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent

Init.

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User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No further provisions

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No further provisions

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

No further provisions

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA® Document A201®–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA® Document A201®–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

No further provisions

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

10% Ten Percent

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA® Document A201®–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

No further provisions

Init.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA® Document A201®–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA® Document A201®–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA® Document A201®–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA® Document A201®–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

No termination fee

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA® Document A201®–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA® Document A201®–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

Mike Miller  
Tuscola County  
125 W. Lincoln Street  
Caro, Michigan 48723

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

Jeff Riley  
Champagne & Marx Excavating, Inc.  
1445 Liberty Road  
Saginaw, Michigan 48604

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA® Document A101®-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA® Document A201®-2017, may be given in accordance with AIA® Document E203®-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA® Document E203®-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

No building information modeling is being provided electronically.

§ 8.7 Other provisions:

No further provisions

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor

.2

*(Paragraphs deleted)*

AIA® Document A201®-2017 – General Conditions

*(Paragraph deleted)*

.3 Drawings

*(Row deleted)*

**Number**

**ARCHITECTURAL**

A1.0 Cover/Architectural Site Plan

A2.0 Existing Floor Plan

**CIVIL**

C1.0 Site Plan

C1.1 Standard Details

**ELECTRICAL**

E1 Electrical Plan

**FIRE SUPPRESSION**

FSP1 Existing Fire Suppression Floor Plan for Reference

FSP2 Existing Attic Suppression Floor Plan for Reference

FSP3 Calculations

FSP4 Plumbing/Fire Suppression Plan

.4 Specifications

**Section**

00030

**Title**

Invitation to Bid

**Date**

**Pages**

One

Init.

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User Notes:

00650 Insurance Requirements Two

.5 Addenda, if any:

| Number | Date            | Pages |
|--------|-----------------|-------|
| One    | August 24, 2021 |       |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA® Document E204®-2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204®-2017 incorporated into this Agreement.)

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|       |      |       |

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|          |       |      |       |

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA® Document A201®-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Champagne & Marx Excavating, Inc, E-mail letter dated March 7, 2022, revising cost.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners  
(Printed name and title)

CONTRACTOR (Signature)

Champagne & Marx Exc  
Jeff Riley Anner Coursey, President  
(Printed name and title)

Init.



**SECTION 00650**

**INSURANCE REQUIREMENTS**

**PART 1 GENERAL**

**1.1 INSURANCE REQUIREMENTS**

- A. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled until at least 30 days prior written notice has been given to the Owner. Submit two copies of each certificate to the Architect. Furnish a to the Architect copies of any endorsements that are subsequently issued amending coverage or limits.
- B. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the term of the Contract, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continuing coverage to the Architect/Owner.
- C. Workmen's Compensation: As required by all applicable Federal and State laws, including Employer's Liability with a limit of at least \$100,000.00.
- D. Comprehensive General Liability: Including Contractor's Liability, Contingent Liability, Contractual Liability, Elevator Liability, Products including Completed Operations, all on occurrence basis with Personal Injury Coverage and Broad Form Property Damage. Including CCU related to Explosion, Collapse and Underground Property Damage. Products, including Completed Operations Liability shall be kept in force for at least 2 years after date of final completion.
- E. Contractor's Liability Insurance, including Contractual Liability (Comprehensive General Liability Form):
- F. Tuscola County to be named as Additional Insured on certificate provided.

**Minimum Coverage**

|                  |                |
|------------------|----------------|
| Bodily Injury:   |                |
| Each Occurrence  | \$1,000,000.00 |
| Aggregate        | \$2,000,000.00 |
| Property Damage: |                |
| Each Accident    | \$1,000,000.00 |
| Aggregate        | \$2,000,000.00 |
| Fire Damage      | \$ 50,000.00   |
| Medical Expenses | \$ 5,000.00    |

- G. Comprehensive Automobile Liability: including non-ownership and hired car coverage as well as vehicles.

**Minimum Coverage**

- |   |  |                |
|---|--|----------------|
|   | Bodily Injury and Death:                       |                |
|   | Each Person                                    | \$1,000,000.00 |
|   | Each Occurrence                                | \$1,000,000.00 |
|   | Property Damage:                               |                |
|   | Each Occurrence                                | \$1,000,000.00 |
| H | Umbrella Liability                             |                |
|   | Each Occurrence                                | \$2,000,000.00 |
|   | Aggregate                                      | \$2,000,000.00 |
| I | Worker's Compensation and Employer's Liability |                |
|   | Each Accident                                  | \$100,000.00   |
|   | Disease - Policy Limit                         | \$500,000.00   |
|   | Disease - Each Employee                        | \$100,000.00   |
- J Contractor's insurance shall include coverage for liability assumed by Contractor under General Conditions A201, Paragraph 4.18, indemnification of General Conditions.
- K. The Contractor shall furnish Owner with Certificates of Insurance showing by specific reference that each of the foregoing items has been provided. Furnish three copies of Certificate of Insurance, using AIA Document G705.
- L. Owner's Insurance: The Owner shall carry fire, extended coverage, hydrostatic coverage, vandalism and malicious mischief insurance in the "completed value" form in an amount equal to full insurable value of the work including theft. Owner's insurance to be broad form Builder's Risk, naming Owner and all prime contractors as additional insured.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Page 2 of 2

00650  
#21\_13



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Fifteenth day of March in the year Twenty Twenty-Two  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Tuscola County  
125 W. Lincoln Street  
Caro, Michigan 48723

and the Contractor:  
(Name, legal status, address and other information)

Winninger Fire Protection, LLC  
6855 Junction Road  
Bridgeport, Michigan 48722

for the following Project:  
(Name, location and detailed description)

Michigan State Police Post  
Interior Fire Suppression Modification  
Caro, Michigan

The Architect:  
(Name, legal status, address and other information)

TSSF Architects, Inc.  
122. N. Washington Avenue  
Saginaw, Michigan 48607

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)  
  
Work to commence after County has annexed property into city limits.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

Not later than Ten (10) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work       | Substantial Completion Date |
|-----------------------|-----------------------------|
| No further provisions |                             |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty One Thousand and Ten Dollars (\$41,010.00) subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item                  | Price |
|-----------------------|-------|
| No further provisions |       |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item                  | Price | Conditions for Acceptance |
|-----------------------|-------|---------------------------|
| No further provisions |       |                           |

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

| Item                  | Price |
|-----------------------|-------|
| No further provisions |       |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item                  | Units and Limitations | Price per Unit (\$0.00) |
|-----------------------|-----------------------|-------------------------|
| No further provisions |                       |                         |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

No further provisions

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

No further provisions

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

No further provisions

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the third day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-first day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA® Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA® Document A201®–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA® Document A201®–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent

Init.

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User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No further provisions

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No further provisions

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

No further provisions

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA® Document A201®–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA® Document A201®–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

No further provisions

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

10% Ten Percent

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA® Document A201®–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

No further provisions

Init.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA® Document A201®–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA® Document A201®–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA® Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

No termination fee

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA® Document A201®–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA® Document A201®–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Mike Miller  
Tuscola County  
125 W. Lincoln Street  
Caro, Michigan 48723

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Wes Winninger  
Wininger Fire Protection, LLC  
6855 Junction Road  
Bridgeport, Michigan 48722

Init.

User Notes:



§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA® Document A101®-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA® Document A201®-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA® Document E203®-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

No building information modeling is being provided electronically.

**§ 8.7 Other provisions:**

No further provisions

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA® Document A201®-2017 – General Conditions

*(Paragraphs deleted)*

- .3 Drawings

*(Row deleted)*

**Number**

**ARCHITECTURAL**

A1.0 Cover/Architectural Site Plan

A2.0 Existing Floor Plan

**CIVIL**

C1.0 Site Plan

C1.1 Standard Details

**FIRE SUPPRESSION**

FSP1 Existing Fire Suppression Floor Plan for Reference

FSP2 Existing Attic Suppression Floor Plan for Reference

FSP3 Calculations

FSP4 Plumbing/Fire Suppression Plan

Init.

**.4** Specifications

| Section | Title                  | Date | Pages |
|---------|------------------------|------|-------|
| 00030   | Invitation to Bid      |      | One   |
| 00650   | Insurance Requirements |      | Two   |

**.5** Addenda, if any:

| Number | Date            | Pages |
|--------|-----------------|-------|
| One    | August 24, 2021 |       |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

*(Table deleted)*

*(Paragraphs deleted)*

*(Paragraphs deleted).* **.6** Other documents, if any, listed below:

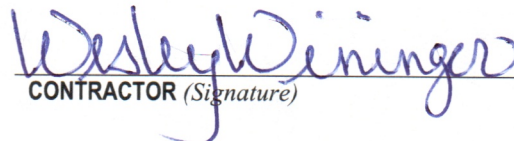
*(List here any additional documents that are intended to form part of the Contract Documents. AIA® Document A201®–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

E-mail dated 9/29/21 requesting \$1,250.00 to replace (25) heads at \$50 a head.

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners  
*(Printed name and title)*



**CONTRACTOR** *(Signature)*

Wes Winninger, President  
*(Printed name and title)*

Init.

**SECTION 00650**

**INSURANCE REQUIREMENTS**

**PART 1 GENERAL**

**1.1 INSURANCE REQUIREMENTS**

- A. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled until at least 30 days prior written notice has been given to the Owner. Submit two copies of each certificate to the Architect. Furnish a to the Architect copies of any endorsements that are subsequently issued amending coverage or limits.
- B. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the term of the Contract, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continuing coverage to the Architect/Owner.
- C. Workmen's Compensation: As required by all applicable Federal and State laws, including Employer's Liability with a limit of at least \$100,000.00.
- D. Comprehensive General Liability: Including Contractor's Liability, Contingent Liability, Contractual Liability, Elevator Liability, Products including Completed Operations, all on occurrence basis with Personal Injury Coverage and Broad Form Property Damage. Including CCU related to Explosion, Collapse and Underground Property Damage. Products, including Completed Operations Liability shall be kept in force for at least 2 years after date of final completion.
- E. Contractor's Liability Insurance, including Contractual Liability (Comprehensive General Liability Form):
- F. Tuscola County to be named as Additional Insured on certificate provided.

**Minimum Coverage**

|                  |                |
|------------------|----------------|
| Bodily Injury:   |                |
| Each Occurrence  | \$1,000,000.00 |
| Aggregate        | \$2,000,000.00 |
| Property Damage: |                |
| Each Accident    | \$1,000,000.00 |
| Aggregate        | \$2,000,000.00 |
| Fire Damage      | \$ 50,000.00   |
| Medical Expenses | \$ 5,000.00    |

- G. Comprehensive Automobile Liability: including non-ownership and hired car coverage as well as vehicles.

**Minimum Coverage**

- |   |  |                |
|---|--|----------------|
|   | Bodily Injury and Death:                       |                |
|   | Each Person                                    | \$1,000,000.00 |
|   | Each Occurrence                                | \$1,000,000.00 |
|   | Property Damage:                               |                |
|   | Each Occurrence                                | \$1,000,000.00 |
| H | Umbrella Liability                             |                |
|   | Each Occurrence                                | \$2,000,000.00 |
|   | Aggregate                                      | \$2,000,000.00 |
| I | Worker's Compensation and Employer's Liability |                |
|   | Each Accident                                  | \$100,000.00   |
|   | Disease - Policy Limit                         | \$500,000.00   |
|   | Disease - Each Employee                        | \$100,000.00   |
- J Contractor's insurance shall include coverage for liability assumed by Contractor under General Conditions A201, Paragraph 4.18, indemnification of General Conditions.
- K. The Contractor shall furnish Owner with Certificates of Insurance showing by specific reference that each of the foregoing items has been provided. Furnish three copies of Certificate of Insurance, using AIA Document G705.
- L. Owner's Insurance: The Owner shall carry fire, extended coverage, hydrostatic coverage, vandalism and malicious mischief insurance in the "completed value" form in an amount equal to full insurable value of the work including theft. Owner's insurance to be broad form Builder's Risk, naming Owner and all prime contractors as additional insured.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Page 2 of 2

00650  
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