

**DRAFT – Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole – Monday, December 15, 2014 – 7:30 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance**

Committee Leaders-Commissioners Trisch and Kirkpatrick

**Primary Finance**

1. Review of 11 Month of 2014 Financial Report (See A)
2. Review of 2013 Dashboard and Citizen Guide to County Finances (See B)
3. Emergency Action Guidelines
4. VOIP Annex Telephone Change Savings (See C)
5. Farmland Assessment Non-Tiled Verses Tiled
6. Agreement for Extension Services Related to the 4-H Program (See D)
7. Retirement System Change and Application to Courts (See E)
8. MGT County and Child Care Fund Cost Allocation Plan Contract Renewal (See F)
9. Court Indirect Cost Study Certification Letter (See G)
10. Inmate Telephone System Vendor (See H)
11. Commissioner Health/Insurance Affordable Care Act
12. Proposed Gun Board Changes
13. Sentencing Guidelines Impact on County Jail
14. New Lawsuit – Former Sheriff Employee
15. Veterans and EDC Millage Planning – Procedures to Obtain Absentee Ballot
16. DDA Plan Update Village of Mayville
17. Agreement to Establish Substance Use Disorder Oversight Policy Board (See I)
18. Commissioner Out-of-State Travel Request

**On-Going Finance**

1. Review the Potential of Borrowing to Fund MERS
2. Proposed Denmark Water Project
3. Regional Prosperity Grant – Mid December Summary
4. County Solid Waste Management Plan Update
5. Cunningham Legislative Correction
6. Road Commission Financial Follow-up
7. Potential Acquisition of State Property
8. Review of Bank Accounts without County Treasurer Signature
9. HB 5886 Wind Farms and Right to Farm
10. Register of Deeds Recording of Land Transactions and Legislative Changes
11. Abused, Neglected and Delinquent Children Needs Planning
12. Shane Group V. BCBSM Settlement
13. Recycling Planning – State Funding Potential
14. Shared Equalization Director Huron/Tuscola 4-Year Extension
15. Oil Shale Mining Assessing/Taxation – MAC Involvement
16. Jail Law Suit

## **Personnel**

Committee Leader-Commissioners Kirkpatrick and Trisch

### **Primary Personnel**

1. **Tuscola Behavioral Health System Board of Director Vacancy (See J)**
2. **Board of Public Works Vacancies (See K)**
3. **County Planning Commission Vacancy**
4. **Equalization Director Request to Carryover Vacation Days (See L)**
5. **Vyse Secretarial Service LLC (Airport Zoning Administrator) Contract Renewal (See M)**

### **On-Going Personnel**

1. Non-Union Personnel Policies
2. Union Negotiations

## **Building and Grounds**

Committee Leader-Commissioners Allen and Bierlein

### **Primary Building and Grounds**

1. **Jail and Treasurer Security Change Order Budget Amendments**
2. **Permit to Collect Tires at Recycling Facility**

### **On-Going Building and Grounds**

1. Cass River Greenway
2. Dead Ash Trees Roadway Problems
3. Review of Multi-County Approach to Recycling and Need for a Plan

### **Other Business as Necessary**

1. City of Vassar Parks and Recreation Plan **(See N)**
2. Phase 1 Environmental Assessment of Property to be Acquired by MCF **(See O)**
3. Community Human Services - Guardianship Services **(See P)**

### **Public Comment Period**



To: Commissioners

From: Controller/Administrator

Date: December 10, 2014

**Regarding: 2014 11 Month financial Report and Projections for Year-End**

**2014 Financial Status Report  
(Based on 11 Months of Actual Information)**

**Summary Overview**

Financial projections for year-end 2014 continue to show improvement over the 2008 to 2012 major recessionary period. It is important to keep in mind most of the improvement is the result of additional property tax revenue from a second wind turbine project. The benefits of the third and last known wind project will be realized in 2015. Other favorable factors that have helped to further stabilize 2014 financial standing include expenditures which were less than anticipated for both the courts and jail which are the two largest General Fund (GF) cost centers. Child Care costs for both the Human Services and Juvenile operations moderated for 2014 particularly for children in costly institutional placement.

Looking beyond 2014, financial concerns include several important factors. It should be noted that wind energy property tax revenue declines rapidly to only 30% of the original amount in about a 10 year period. In other words, the full financial benefits from wind energy are relatively short lived and care needs to be taken to not build a greater dependency on this revenue source than can be sustained long term. Furthermore, one of the wind companies has appealed their assessment which could result in a revenue reduction to the county.

There are other concerning variables. The Equalization Director has projected the non-wind energy portion of the tax base to be flat for the next several years which is troublesome. Costs of abused, neglected and delinquent children can quickly increase and put major pressures on the budget. The annual GF amount transferred for Capital Improvement remains inadequate to meet needs over the next 10 year period.

Please note 2014 projections are based on 11 months of actual information and can change after the year is completed and revenue/expenditure accruals are incorporated.

## **General Fund (GF)**

GF revenue for 2014 is expected to be approximately \$377,000 or 3% more than 2013. This increase occurs for one primary reason, additional property tax revenue from a second wind turbine project. However, overall actual revenues are trending slightly below budget after 11 months. Budgeted revenues are \$12,867,000 compared to year end projected actual revenues at \$12,718,000 which is about 1.2% or \$149,000 less than budget.

Several accounts are running less than budget expectations including: dog licenses, court charges for services (Cunningham Case Ruling and reduced caseloads), Register of Deeds recording fees, interest earnings and certain prisoner revenues. The main account that is exceeding budget is state revenue sharing as a result of the state beginning to fully fund this obligation.

A favorable year is occurring regarding GF expenditures. Excluding the transfer for capital improvements and escrowed funds for the Nextera wind turbine assessment, total 2014 general fund expenditures are projected at \$12,333,000. This is only about \$200,000 or 1.6% more than the 2013 expenditures at \$12,133,000 (also excluding the transfer for capital improvements).

Driving these positive financial events are the courts and jail budgets. These are the two major cost centers which are both running considerably under budget. Courts are expected to be an estimated \$85,000 or 3.7% under budget as a result of less than expected expenditures for court appointed attorney, visiting judges and certain personnel costs. The jail is trending approximately \$220,000 or 9% less than budget. Favorable factors regarding the jail include: no cost to house prisoners in other county jails, moderating prisoner medical costs and reduced part-time and overtime expenses. Combined, the courts and jail account for approximately 36% of GF expenditures.

If actual GF revenues are \$12,718,000 and after escrowing \$150,000 for the Nextera disputed wind assessment, it is estimated at least \$234,000 can be transferred for capital improvements. This amount of transfer for capital improvements would maintain about the same uncommitted GF fund balance as year-end 2013. It would basically cover 2015 planned capital improvement expenditures, but would be less than the \$460,000 annual targeted amount for long term capital improvement needs.

## **Special Revenue Funds (Certain More Significant Funds)**

### **Road Patrol**

Projected 2014 actual revenue for the road patrol fund are very close to budgeted amounts. The primary source of revenue is the 0.9 millage which generates approximately \$1,350,000 for 2014. This millage expires in 2016. Expenses are projected to be only slightly less than revenues for 2014 which would result in an uncommitted fund balance to begin 2015 of \$217,000 or more. The 2015 budget anticipates the use of approximately half of the uncommitted balance which raises questions as to how the road patrol will be adequately

funded in future years. In addition to the road patrol, the Sheriff also has separate special police service contracts with Millington, Arbela and Vassar Townships.

### **Friend of the Court**

For 2014, revenues are projected to be slightly less than expenditures which could result in the use of a small amount of uncommitted balance. Expenditures are trending more than \$80,000 below the \$1,088,000 budget. Delays in hiring replacement staff is the lead factor resulting in the under expended budget. The county continues to provide the required appropriation of \$282,970. The amount of indirect cost revenue has been declining because of staffing reductions in central service departments.

### **Dispatch**

Revenues are expected to exceed expenditures by about \$245,000 for 2014. Several factors are resulting in expenditures being well below budgeted amounts. Expenditures for the IP phones system will not be incurred until 2015. Grant funds for this project were not approved but purchasing the equipment for use by several counties has resulted in tremendous cost savings. Wage and benefit costs are down because of delays in refilling several positions that became vacant during 2014.

### **Recycling**

Revenues are expected to exceed expenditures for 2014 by an estimated \$40,000. Revenues are tracking close to budget while expenditures are under budget. The temporary wage line item is running below budget and the replacement trailer was not purchased in 2014. The uncommitted fund balance is approximately \$400,000. Some of these monies will need to be expended if the operation is relocated or if improvements are made at the current location.

### **Mosquito Abatement**

Mosquito Abatement has been a well-received program in Tuscola County for many years. The millage that provides funding for this program was renewed in 2014 for the third time. For 2014, revenues are again expected to exceed expenditures. It is important to note that a pole building will be constructed in 2015 that will be a major expense. It will require the significant use of fund balance.

### **Equipment Fund**

Funding for the Equipment Fund is provided by a transfer from the GF. The 2014 transfer is \$209,000. Expenses are projected at \$186,000. This situation would result in a fund balance to begin 2015 of about \$40,000. More significant projects completed in 2014 include: GIS software, sheriff jail software, copy machines, computer hardware replacements and pool vehicle.

### **Forfeiture Fund Sheriff/Prosecutor**

The forfeiture fund revenue is generated from drug related seized property. In 2014 a significant property was seized valued at nearly \$125,000. The fund balance in the forfeiture fund is projected to increase to approximately \$132,000 at the end of 2014 as a result of the seized drug property. This fund is available to the Sheriff and Prosecutor for uses related to drug crime.

### **Human Services Child Care Fund**

The GF appropriation to this fund was increased from 300,000 for 2013 to \$366,000 for 2014. It was expected that institutional care costs would significantly increase, but fortunately this did not occur. The net effect of this positive development is the fund balance is expected to increase by over \$50,000. The 2015 budget is premised on the need to use some of this fund balance. Costs of one child in institutional care can exceed \$300 per day or over \$100,000 annually. The number of children that have to be placed in this type of care is a major annual variable in this budget.

### **Probate Juvenile Child Care Fund**

The Probate Juvenile Child Care operation is expected to have a favorable year for 2014. This is mainly driven by expenditures anticipated to be nearly \$300,000 less than budget. The major expenditure of private institution was budgeted at \$200,000, but actual expenditures are projected at only \$75,000. Also, state wards are below budget expectations. The county is extremely fortunate that these costs are this low. This has not always been the situation. Again, as with the Human Service Child Care, the number of children that have to be placed in institutional care can quickly increase.

### **Capital Improvement**

GF transfers to the capital improvement fund were discontinued for several years in order to reduce the amount of other cuts that had to be made. Funding has been inadequate for many years. The Buildings and Grounds Director has estimated funding needs of \$4.6 million over the next 10 years. In order to achieve this funding level, an estimated \$460,000 would have to be annually transferred from the GF to the capital improvement fund.

At the end of 2014, the capital improvement fund balance is projected to have an estimated \$1.2 million in fund balance. In 2013, transfers were resumed but at only about \$100,000. The 2014 transfer is currently projected at approximately \$250,000 which is an improvement over 2013, but still considerably less than needed based on a multi-year perspective.

# Tuscola County Dashboard Social and Economic Indicators



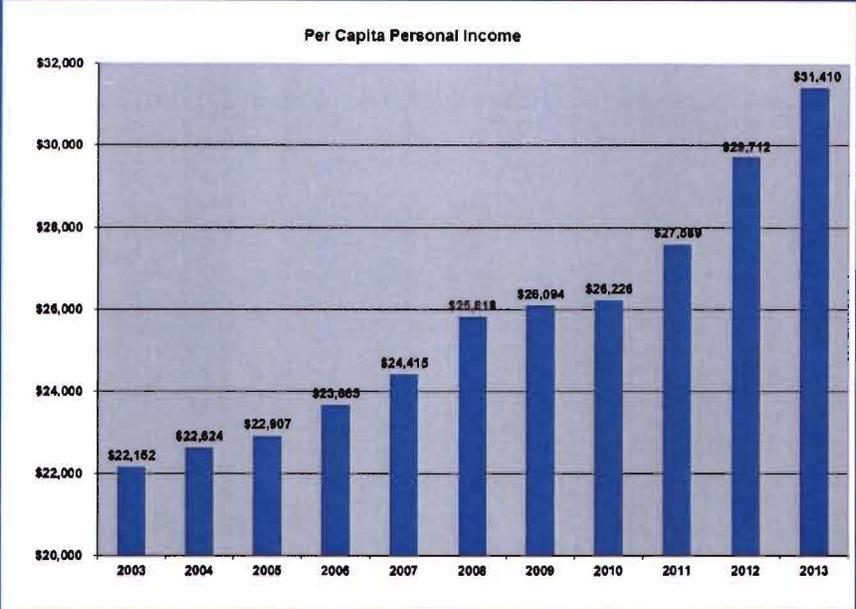
## ECONOMIC/FINANCIAL

Measurement Factors	Prior Period	Current Period	Positive Unfavorable Trend	Negative Unfavorable Trend
<b>Per Capita Personal Income</b> (Source: Bureau of Economic Analysis - 2012 to 2013)	\$29,712	\$31,410	Green	
<b>County Gov. Debt Per Capita</b> (Source: County Financial Reports - 2012 to 2013)	\$255	\$427		Red
<b>County Assessed Value</b> (Source: County Equalization - 2012 to 2013)	\$1,734,242,188	\$1,922,519,067	Green	
<b>Property Foreclosures</b> (Source: County Register of Deeds - 2012 to 2013)	255	179	Green	
<b>County Bond Rating</b> (Source: Standard and Poors)	A+	AA-	Green	

## SUMMARY ECONOMIC/FINANCIAL FACTORS

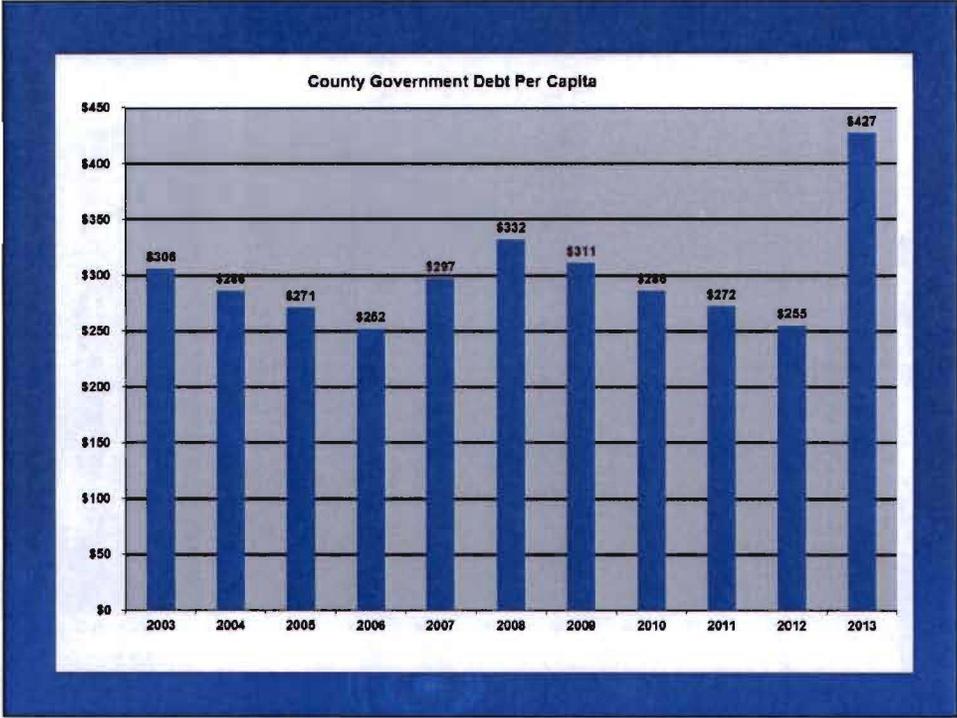
- Favorable financial factors
  - Personal income per capita continued to increase
  - 5.7% per capita personal income increase - 2012 to 2013
  - Assessed value increased because of wind turbines and ITC transmission line
  - Property foreclosures continue to decline
  - Standard and Poors upgraded county bond rating from A+ to AA-
- Unfavorable financial factors
  - County debt per capita increased \$4.6 million - Medical Care Facility bonds issued in 2013

Year	Per Capita Personal Income		Percent Change
	Amount	Dollar Change	
2003	\$22,152		
2004	\$22,624	\$472	2.1%
2005	\$22,907	\$283	1.3%
2006	\$23,665	\$758	3.3%
2007	\$24,415	\$750	3.2%
2008	\$25,818	\$1,403	5.7%
2009	\$26,094	\$276	1.1%
2010	\$26,226	\$132	0.5%
2011	\$27,589	\$1,363	5.2%
2012	\$29,712	\$2,123	7.7%
2013	\$31,410	\$1,698	5.7%



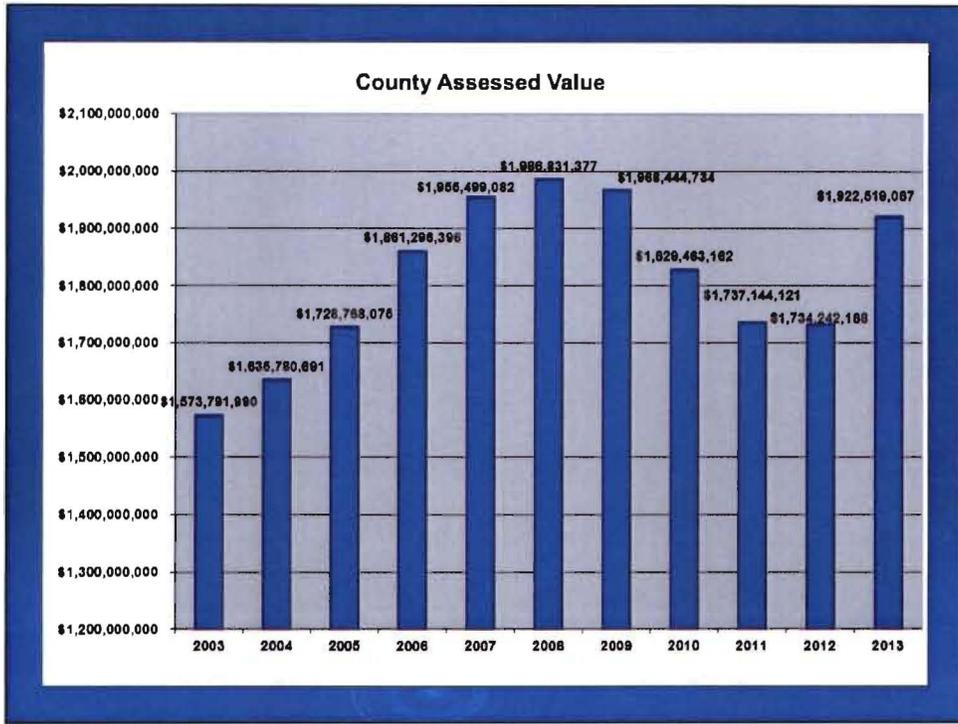
### County Government Debt Per Capita

Year	Amount	Dollar Change	Percent Change
2003	\$306		
2004	\$286	(\$20)	-6.5%
2005	\$271	(\$15)	-5.2%
2006	\$252	(\$19)	-7.0%
2007	\$297	\$45	17.9%
2008	\$332	\$35	11.8%
2009	\$311	(\$21)	-6.3%
2010	\$286	(\$25)	-8.0%
2011	\$272	(\$14)	-4.9%
2012	\$255	(\$17)	-6.3%
2013	\$427	\$172	67.5%



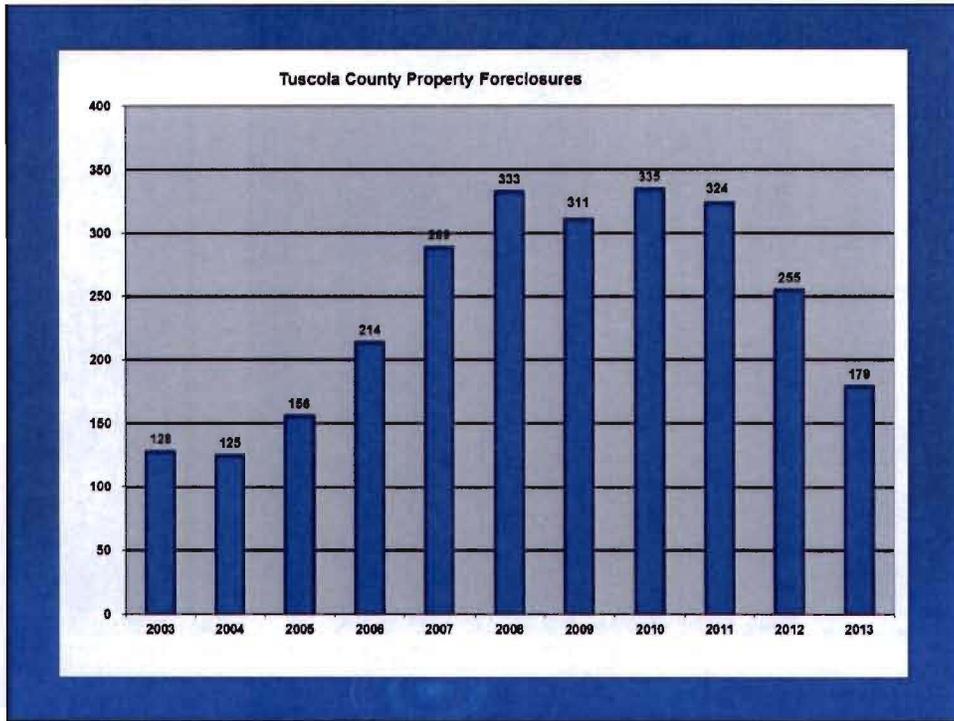
**County Assessed Value**

<u>Year</u>	<u>Amount</u>	<u>Dollar Change</u>	<u>Percent Change</u>
2003	\$1,573,791,990		
2004	\$1,635,780,691	\$61,988,701	3.9%
2005	\$1,728,768,075	\$92,987,384	5.7%
2006	\$1,861,296,396	\$132,528,321	7.7%
2007	\$1,955,499,082	\$94,202,686	5.1%
2008	\$1,986,831,377	\$31,332,295	1.6%
2009	\$1,968,444,734	(\$18,386,643)	-0.9%
2010	\$1,829,463,162	(\$138,981,572)	-7.1%
2011	\$1,737,144,121	(\$92,319,041)	-5.0%
2012	\$1,734,242,188	(\$2,901,933)	-0.2%
2013	\$1,922,519,067	\$188,276,879	10.9%



### County Property Foreclosures (Sheriff Deeds)

Year	Number	Number Change	Percent Change
2003	128		
2004	125	(3)	-2.3%
2005	156	31	24.8%
2006	214	58	37.2%
2007	289	75	35.0%
2008	333	44	15.2%
2009	311	(22)	-6.6%
2010	335	24	7.7%
2011	324	(11)	-3.3%
2012	255	(69)	-21.3%
2013	179	(76)	-29.8%



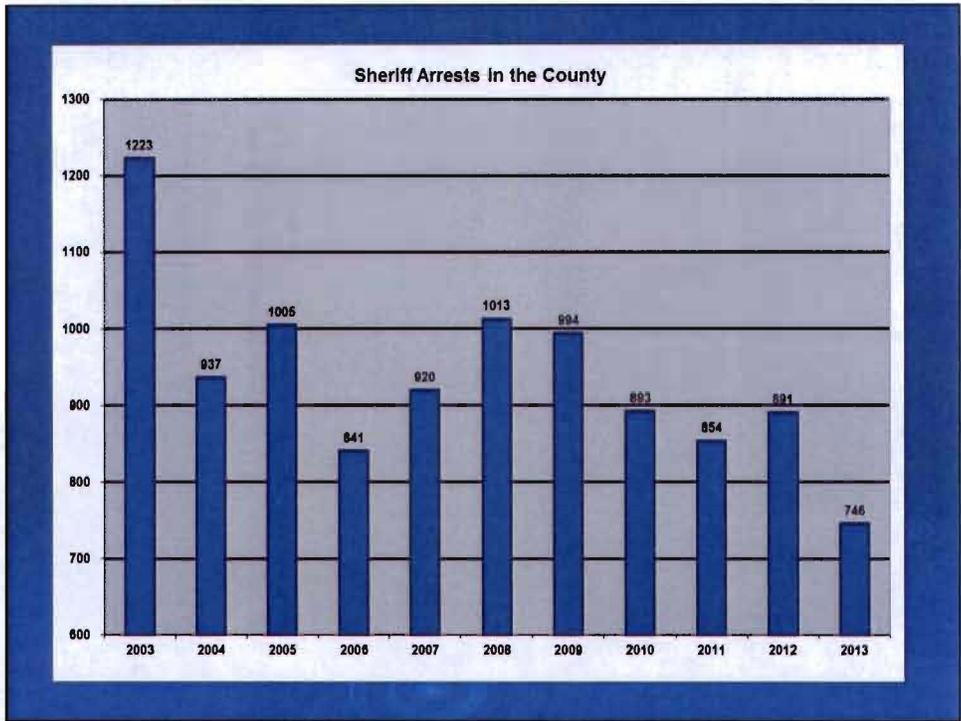
<b>LAW ENFORCEMENT/JUDICIAL</b>				
Measurement Factors	Prior Period	Current Period	Trend	Negative Unfavorable Trend
Sheriff Arrests (Source: Sheriff Annual Report - 2012 to 2013)	891	746		
Jailed Offenders (Source: Sheriff Annual Report - 2012 to 2013)	2,054	1,761		
Circuit Court New Case Filings (Source: State Court Administrators Office 2012 to 2013)	1,407	1,314		
District Court New Case Filings (Source: State Court Administrators Office)	7,680	7,783		
Probate Ct. New Case Filings (Source: State Court Administrators Office)	347	400		

## Summary Law Enforcement/Judicial

- Favorable law enforcement/judicial factors
  - Sheriff arrests decline
  - Number of jailed offenders declined
  - Circuit Court Caseload declined
  
- Unfavorable law enforcement/judicial factors
  - District Court Caseload increased
  - Probate Court Caseload increased

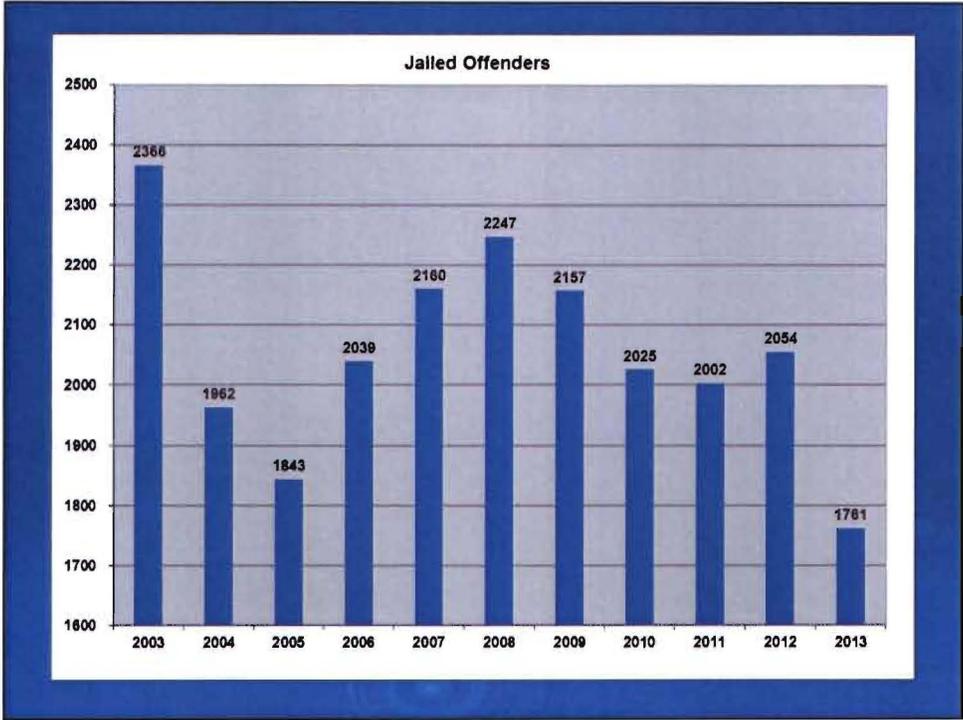
Police Physical Arrests in the County

Year	Number	Number Change	Percent Change
2003	1223		
2004	937	(286)	-23.4%
2005	1005	68	7.3%
2006	841	(164)	-16.3%
2007	920	79	9.4%
2008	1013	93	10.1%
2009	994	(19)	-1.9%
2010	893	(101)	-10.2%
2011	854	(39)	-4.4%
2012	891	37	4.3%
2013	746	(145)	-16.3%



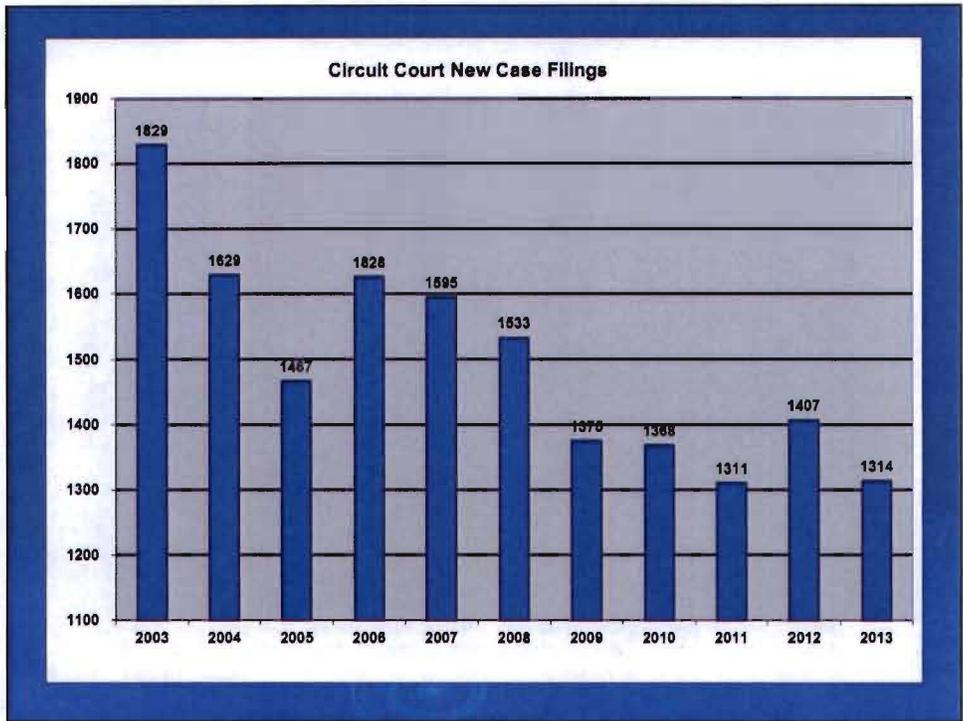
**Jailed Offenders**

<u>Year</u>	<u>Number</u>	<u>Number Change</u>	<u>Percent Change</u>
2003	2366		
2004	1962	(404)	-17.1%
2005	1843	(119)	-6.1%
2006	2039	196	10.6%
2007	2160	121	5.9%
2008	2247	87	4.0%
2009	2157	(90)	-4.0%
2010	2025	(132)	-6.1%
2011	2002	(23)	-1.1%
2012	2054	52	2.6%
2013	1761	(293)	-14.3%



**Circuit Court New Case Filings**

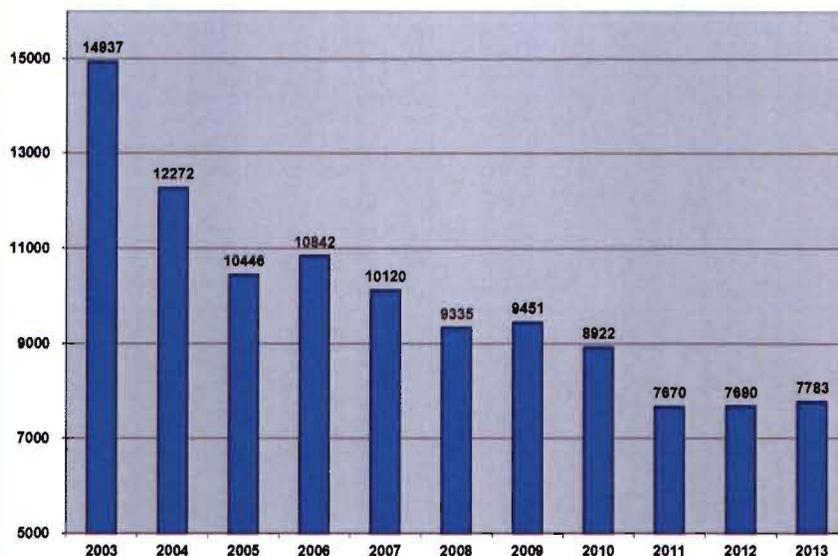
<u>Year</u>	<u>Number</u>	<u>Number Change</u>	<u>Percent Change</u>
2003	1829		
2004	1629	(200)	-10.9%
2005	1467	(162)	-9.9%
2006	1626	159	10.8%
2007	1595	(31)	-1.9%
2008	1533	(62)	-3.9%
2009	1375	(158)	-10.3%
2010	1368	(7)	-0.5%
2011	1311	(57)	-4.2%
2012	1407	96	7.3%
2013	1314	(93)	-6.6%



**District Court New Case Filings**

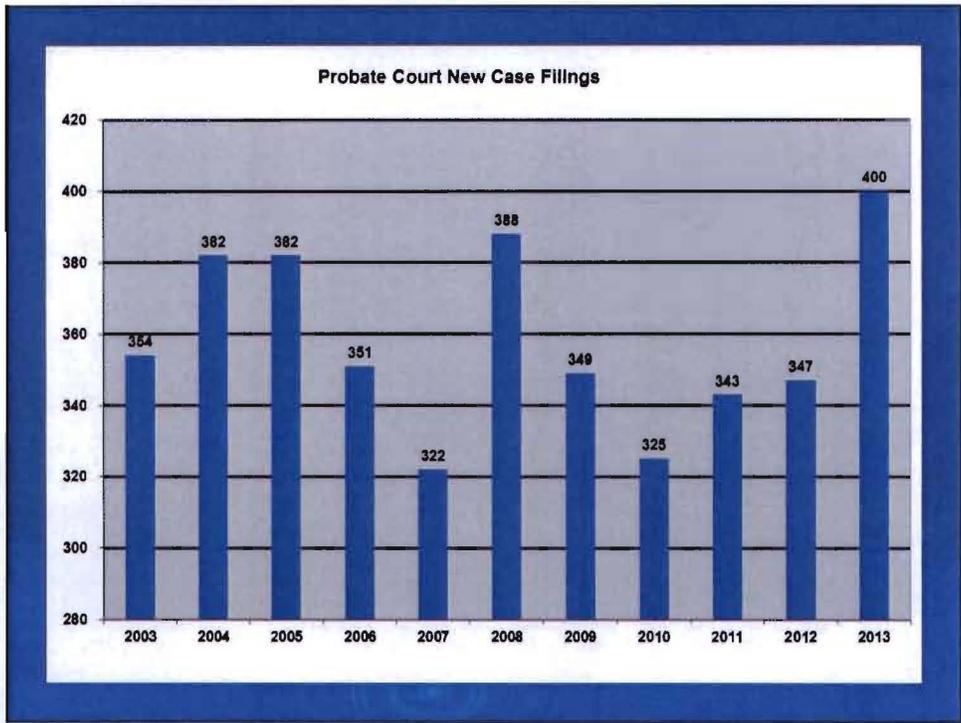
<u>Year</u>	<u>Number</u>	<u>Number Change</u>	<u>Percent Change</u>
2003	14937		
2004	12272	(2665)	-17.8%
2005	10446	(1826)	-14.9%
2006	10842	396	3.8%
2007	10120	(722)	-6.7%
2008	9335	(785)	-7.8%
2009	9451	116	1.2%
2010	8922	(529)	-5.6%
2011	7670	(1252)	-14.0%
2012	7680	10	0.1%
2013	7783	103	1.3%

District Court New Case Filings



Probate County New Case Filings

Year	Number	Number Change	Percent Change
2003	354		
2004	382	28	7.9%
2005	382	0	0.0%
2006	351	(31)	-8.1%
2007	322	(29)	-8.3%
2008	388	66	20.5%
2009	349	(39)	-10.1%
2010	325	(24)	-6.9%
2011	343	18	5.5%
2012	347	4	1.2%
2013	400	53	15.3%



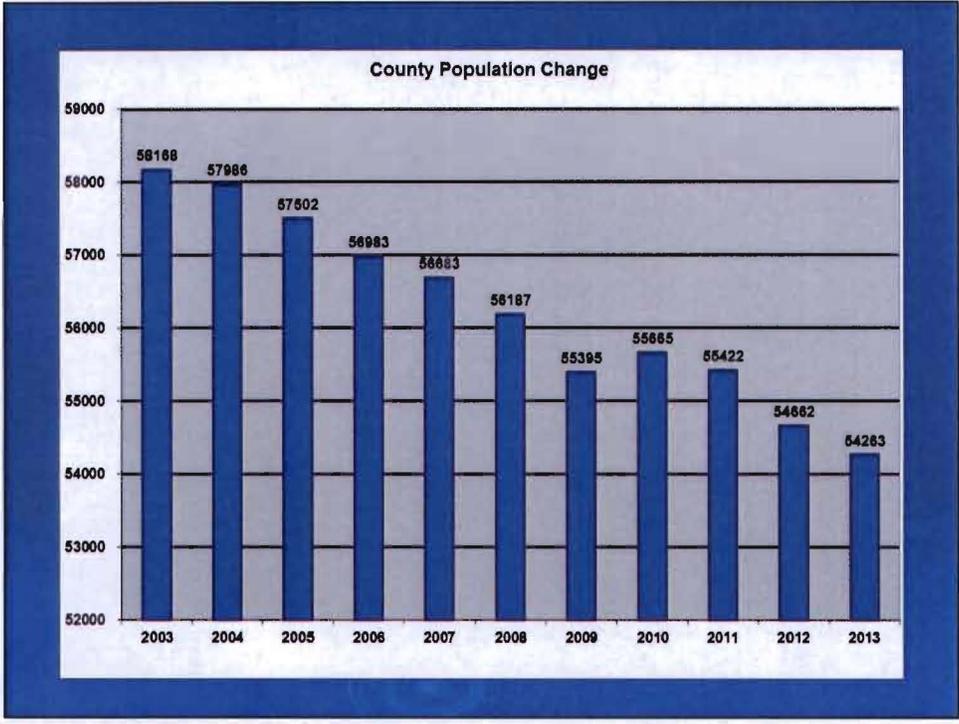
### Demographics

Measurement Factors	Prior Period	Current Period	Positive Favorable Trend	Negative Unfavorable Trend
Population Change Long-Term (Source: U.S. Census - 2003 to 2013)	58,041	54,263		
Population Change Short-Term (Source: U.S. Census - 2012 to 2013)	54,662	54,263		
Unemployment Rate (Source: U.S. Bureau of Labor Statistics - 2012 to 2013)	9.9%	10.5%		
Public School Enrollment (Source: Michigan Department of Education 2012 to 2013)	9,561	9,140		

## Summary Demographics

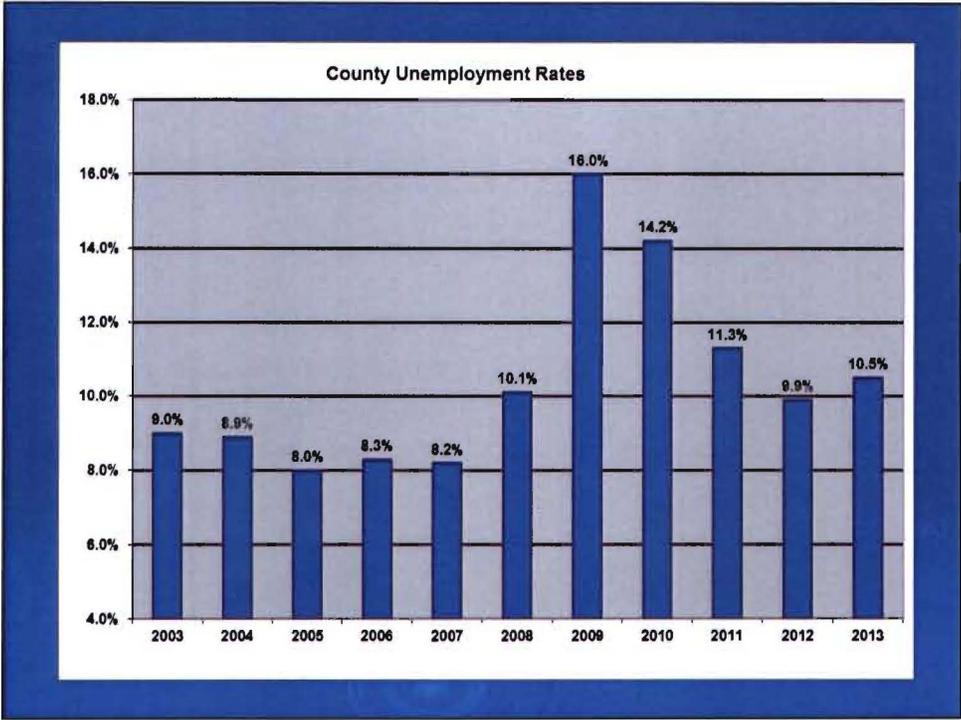
- Favorable demographic factors
- Unfavorable demographic factors
  - County population continues to decline
  - Unemployment rate increased from 2012 to 2013
  - Public school enrollment continues to decline

Year	Number	Number Change	Percent Change
2003	58168		
2004	57966	(202)	-0.3%
2005	57502	(464)	-0.8%
2006	56983	(519)	-0.9%
2007	56683	(300)	-0.5%
2008	56187	(496)	-0.9%
2009	55395	(792)	-1.4%
2010	55665	270	0.5%
2011	55422	(243)	-0.4%
2012	54662	(760)	-1.4%
2013	54263	(399)	-0.7%



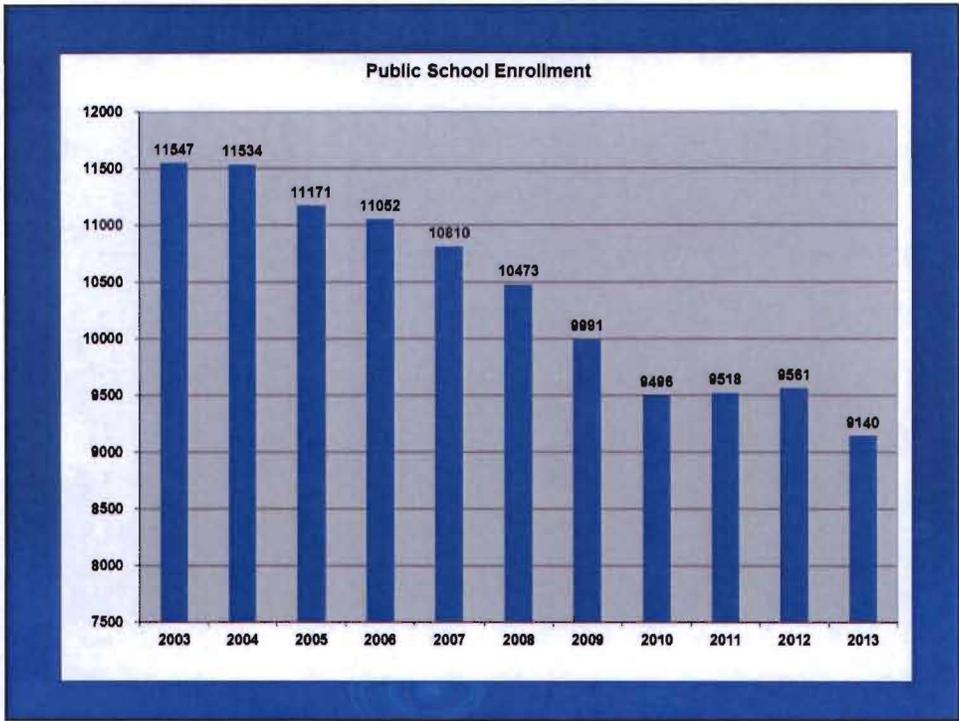
### County Unemployment Rates

<u>Year</u>	<u>Rate</u>
2003	9.0%
2004	8.9%
2005	8.0%
2006	8.3%
2007	8.2%
2008	10.1%
2009	16.0%
2010	14.2%
2011	11.3%
2012	9.9%
2013	10.5%



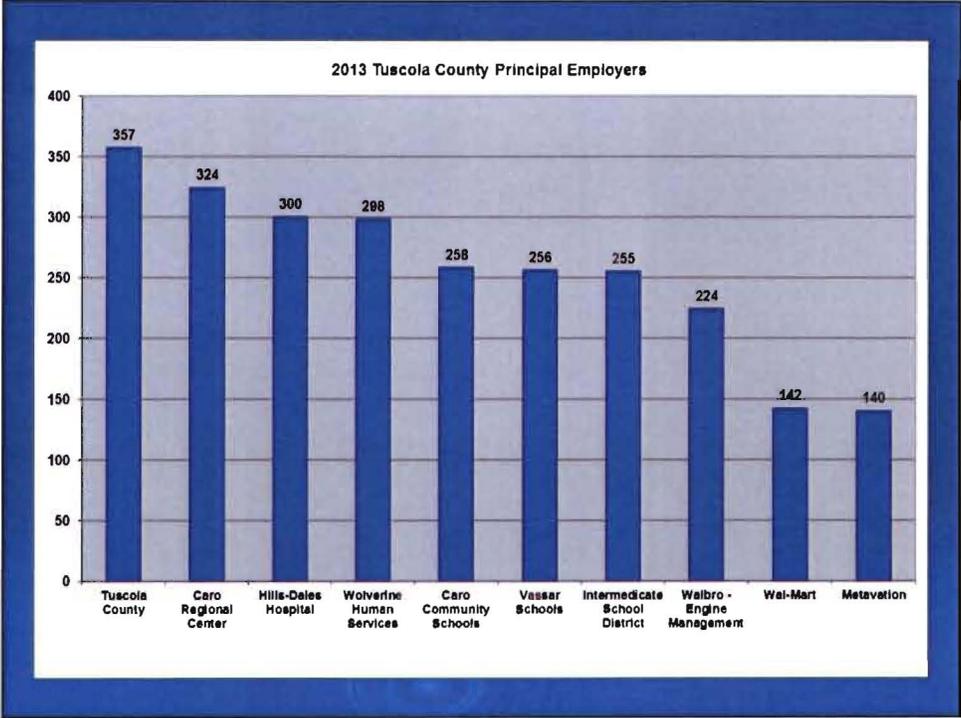
### Public School Enrollment

<u>Year</u>	<u>Number</u>	<u>Number Change</u>	<u>Percent Change</u>
2003	11547		
2004	11534	(13)	-0.1%
2005	11171	(363)	-3.1%
2006	11052	(119)	-1.1%
2007	10810	(242)	-2.2%
2008	10473	(337)	-3.1%
2009	9991	(482)	-4.6%
2010	9496	(495)	-5.0%
2011	9518	22	0.2%
2012	9561	43	0.5%
2013	9140	(421)	-4.4%



### Principal Employers in Tuscola County - 2013

<u>Employer</u>	<u>Number of Employees</u>
Tuscola County	357
Caro Regional Center	324
Hills-Dales Hospital	300
Wolverine Human Services	298
Caro Community Schools	258
Vassar Schools	256
Intermedicate School District	255
Walbro - Engine Management	224
Wal-Mart	142
Metavation	140





*Tuscola County*  
**Information Systems**

207 E Grant St  
Caro, MI 48723

**MEMORANDUM**

**DATE:** 11/20/2014

**TO:** Mike Hoagland, County Commissioners

**FROM:** Eean Lee

**RE:** Century Link/VOIP Annex Project

Mr Hoagland and County Commissioners,

After a very long process, Centurylink has finally applied the credit to the county phone bill that we were expecting after the changes with the voice system. While the savings aren't exactly what was advertised on the initial Centurylink quote, they are still significant.

We were able to remove 17 physical lines from the Annex building. The savings on each of those lines is slightly over \$23.00/month. The county's annual savings is approximately \$4,692.00. This total project was budgeted for \$9,000.00 and our actual cost was \$8,488.30.

With these figures, I see this project paying for itself in under 2 years and Tuscola County realizing the entire cost savings of \$4,692.00 in 2016.

After the success of the Annex phone migration and with the permission of the Board of Commissioners, it is my suggestion that the County move forward with migration of the Sheriff's Office phone system onto a VOIP solution. I expect the cost savings to be even more significant and this project to be an even bigger success.

Please let me know if you would like more information or discuss this further.

Thank you.

Eean Lee

Agreement for Extension Services provided by  
Michigan State University to TUSCOLA County  
Annual Work Plan FY 2015 (Exhibit A)

(b)

**A. Specific Contributions by MSUE:**

1. At least 1.0 FTE Extension Educator whose primary office of operations will be the county Extension office is included in the assessment, unless otherwise agreed to by the county
2. \_\_\_\_\_ FTE - Extension educators. Please indicate the area(s) of Expertise: \_\_\_\_\_
3. \_\_\_\_\_ FTE - 4-H program coordinator(s).
4. .5 FTE - Additional 4-H program coordinators/other paraprofessional.
5. 1.0 FTE – Support Staff
6. \_\_\_\_\_ FTE- Other Staff to be included Agreement for Extension Services. Please indicate title and rank \_\_\_\_\_
7. Administrative oversight included in annual assessment.
8. Access to Extension Educators with expertise in each of the MSUE Institutes included in annual assessment.
9. Supervision of University provided academic and paraprofessional staff. Supervision of county clerical staff and/or county staff upon request. Supervision is included in the annual assessment.
10. Annual reporting of services provided, audiences served, and impact of programs in the county.

**B. Specific Contributions by the County:**

1. Office space for a County Extension office. The office will include space for at least one Extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. Office space will be available for additional MSUE and/or county staff as mutually agreed. The office must be provided high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in Appendix A. The office space must be at least comparable to the average office space used by County employees.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting county residents in accessing MSUE resources by office visit, telephone, email, internet and media. This can be a county employee or the county can contract with MSU for their services.
3. General operating expenses for the office and non-MSU Personnel.

**C. Assessment to County:**

2015 TOTAL BASE Assessment	\$ <u>49628.00</u>
<b>ADDITIONAL PERSONNEL</b>	
1. Educator	<u>0</u>
2. 4-H Program Coordinators	<u>0</u>
3. Additional 4-H program coordinators/other paraprofessional	<u>29175</u>
4. Support Staff	<u>58350</u>
5. Other Staff	<u>          </u>
 TOTAL COUNTY PAYMENT FOR 2015	 <u><b>\$137,153.00</b></u>

For the period, January 1, 2015 to December 31, 2015, TUSCOLA County shall pay to MSUE **\$137,153.00**, which is the cost of the assessment (minus the credit) plus any additional personnel costs. Payment will be made the first month of each quarter of the county fiscal year. Payments should be sent to

MSUE Extension Budget Office  
446 W. Circle Dr.  
160 Agriculture Hall  
East Lansing, MI 48824

MICHIGAN STATE UNIVERSITY

TUSCOLA COUNTY

By: \_\_\_\_\_  
Daniel T. Evon, Director,  
Contract & Grant Administration

By: \_\_\_\_\_  
  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Mike Hoagland**

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**From:** Mike Hoagland <mhoagland@tuscolacounty.org>  
**Sent:** Thursday, December 04, 2014 4:25 PM  
**To:** Fraczek Donna  
**Cc:** Clayette Zechmeister (Clayette Zechmeister); Dibble Erica  
**Subject:** New Hire Retirement Changes

Donna

In January of 2011 the Board of Commissioners took action changing new hire retirement benefits (Motion11-M-021). The employee contribution rate was increased from 4.7% to 6.7% while the employer rate was reduced from 6.7% to 4.7%. The new hire benefit level multiplier was reduced from B-3 (2.25% multiplier) to B-2 (2.00% multiplier).

In February of 2011, another motion was made to exclude the courts from the above new hire retirement benefit change for the 2011 calendar year. Nobody knows why the courts were excluded including the labor attorney. Unfortunately, the new hire change was not put in place for 2012.

I wanted to get your thoughts. I am planning to ask the Board of Commissioners to clarify this situation at their meeting on December 15, 2014 and to take action so this new hire change is uniformly applied and include court employees effective January 1, 2015.

If you think we need to get together to discuss this further give me a call so we can set up a time. Please inform the judges so they know the Board of Commissioners want to achieve uniformity.

Thank you for your assistance.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

**Mike Hoagland**

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**From:** Jim Olson <jolson@mgtamer.com>  
**Sent:** Friday, December 05, 2014 11:46 AM  
**To:** Mike Hoagland (mhoagland@tuscolacounty.org)  
**Subject:** FW: Tuscola County  
**Attachments:** Tuscola CAP & Court Plan three year 12-5-2014.pdf

Hi Mike,

When I looked at the contract for the County –Wide plan it is also up for renewal. What I did was combined the two plans (County –Wide and Court Rate Study) into one contract for three years so we do not have to mess around with this for a couple of years. As you can see the rates for both plans are identical to the previous rates and this would tie that rate down for the next three years.

If you have any questions please feel free to give me a call.

Thanks  
Jim

**From:** Gordon Stryker  
**Sent:** Friday, December 05, 2014 11:42 AM  
**To:** Jim Olson  
**Subject:** Tuscola County

Attached is the agreement for Tuscola County.  
I combined the Court CAP and the Federal CAP into one agreement.  
The Court CAP is for \$3000 for FY 2013, 2014 and 2015  
The Federal CAP is for \$7000 for FY 2014, 2015 and 2016

Note that we have not increased the price for either cost plan.  
Let me know if Mike has any questions or needs any changes.

Gordie

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**Gordon J. Stryker**  
Senior Consultant

MGT of America, Inc.  
2343 Delta Road  
Bay City, Michigan 48706  
989-316-2220 - office  
989-573-0503 - cell

[gstryker@mgtamer.com](mailto:gstryker@mgtamer.com)  
[www.MGTofAmerica.com](http://www.MGTofAmerica.com)

## CONSULTING SERVICES AGREEMENT

By and Between

**Tuscola County, Michigan**  
and  
**MGT of America, Inc.**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the County of Tuscola, Michigan ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

### **1. Description of Services.**

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

#### **1.1 Scope of Services**

MGT shall provide to Client the following services:

*A Countywide 2 CFR Part 200 federal central services cost allocation plan based on actual costs for fiscal years 2014, 2015 and 2016.*

*A Court Administrative Cost Allocation Plan to be negotiated with the Bureau of Juvenile Justice for fiscal years 2013, 2014 and 2015.*

*Negotiation of the cost and court administrative allocation plans with representatives of the federal cognizant agency and/or the State, as required.*

*Explain calculation methods and assumptions used in the indirect CAP and CCAP. This explanation may be written or verbal as requested by the Client.*

*Provide recommendations on methods to enhance indirect cost revenues.*

#### **1.2 Timetable for Services**

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

*The proposed services will be completed within twelve months after the fiscal year ends.*

### **2. Compensation**

For its work under this Agreement, MGT shall be paid an annual fixed fee according to the following schedule:

	<b>Federal Cost Allocation Plan</b>	<b>Court Administrative Cost Allocation Plan</b>
FY 2013		\$ 3,000
FY 2014	\$ 7,000	\$ 3,000
FY 2015	\$ 7,000	\$ 3,000
FY 2016	\$ 7,000	

MGT will render to Client one invoice for each Service for the fees specified herein, after acceptance of each Service by Client. Payment will be due thirty (30) days after each invoice is submitted.

### **3. Term, Renewal Options, and Termination.**

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. At Client's option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods.

This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation. If, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates plus expenses incurred shall apply for Services performed prior to termination.

### **4. Independent Contractor Status**

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee or servant to Client.

### **5. Project Managers**

**James Olson** shall serve as Project Manager and point of contact for MGT under this Agreement.

**Michael Hoagland** shall serve as Project Manager and point of contact for the Client for the Cost Allocation Plans services under this Agreement.

By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

### **6. Miscellaneous**

#### **6.1 No Continuing Waiver**

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

## **6.2 Entire Agreement**

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

## **6.3 Subcontracting and Assignment**

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

## **6.4 Interpretation, Venue, and Severability**

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Michigan state court having jurisdiction. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

## **6.5 Prior Performance**

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

## **6.6 Notices**

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

### **If to MGT:**

MGT of America, Inc.  
2343 Delta Road  
Bay City, Michigan 48706

### **If to Client:**

Tuscola County  
207 East Grant  
Caro, MI 48723

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only, and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

**TUSCOLA COUNTY, MICHIGAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

As its: \_\_\_\_\_

Address: 207 East Grant

City/State/Zip: Caro, MI 48723

FEID: \_\_\_\_\_

**MGT of AMERICA, INC.**

By:  \_\_\_\_\_

Name: J. Bradley Burgess

As its: Vice President

Address: 2343 Delta Road

City/State/Zip: Bay City, MI 48706

FEID: 59-1576733

**Mike Hoagland**

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**From:** Jim Olson <jolson@mgtamer.com>  
**Sent:** Monday, December 08, 2014 3:33 PM  
**To:** Mike Hoagland (mhoagland@tuscolacounty.org)  
**Cc:** Sheila Long  
**Subject:** 2013 Court Rate Study  
**Attachments:** Tuscola COURT Cover Intro Cert 2013.pdf; Tuscola Court Certification Letter.pdf

Hi Make,

I have attached the Court Rate Study for 2013 to be used starting January 1, 2015. I have also attached a certification letter that needs to be signed so we can submit the plan to the State of Michigan Department of Human Services – Office of Juvenile Justice.

The indirect rate is \$20,775 or \$1,731 per month per employee (Full Time Equivalent) charged to the In-Home Care program.

If you can get the certification signed and return a copy to us we can get this plan to the State before the end of the year.

If you have any questions please feel free to call.

Thanks  
Jim

James R. Olson  
Principal  
MGT of America, Inc.  
Midwest Operations  
2343 Delta Road  
Bay City, Michigan 48706  
989-316-2220  
FAX 989-316-2443



# Tuscola County, Michigan

## COURT RATE STUDY CERTIFICATE OF INDIRECT COST RATE

This is to certify that I have reviewed the indirect cost plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this plan are for the fiscal year ending December 31, 2013 and are to establish billing or final indirect costs for the fiscal year beginning January 1, 2015, and are allowable in accordance with the requirements of the **Michigan Department of Human Services – Child Care Fund Handbook dated May 2013**. Unallowable costs have been adjusted for in allocating costs as indicated.
- (2) All costs included in this plan are properly allocated to various programs and cost objectives on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the State of Michigan Department of Human Services will be notified of any accounting changes that would affect the costs identified.  
I declare that the foregoing is true and correct.

### Tuscola County, Michigan

Signature: \_\_\_\_\_

Name of Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723  
 Lee Teschendorf, Sheriff  
 Glen Skrent, Undersheriff

Phone (989) 673-8161  
 Fax (989) 673-8164

To: Mike Hoagland and the Tuscola County Board of Commissioners  
 From: Undersheriff Glen Skrent  
 Ref: inmate phone system vendor contract  
 Date: 12/4/2014

Our current Inmate phone system vendor, Securus is up for contract renewal in April of 2015. There is a 90 day window previous to this that we must advise them we will not be staying with them.

We would prefer to go with a company called ICSolutions. When ICS told us they would pay a \$25,000 sign on bonus plus give us \$10,000 a year for technology grants, we were skeptical. However, after checking with other Sheriff's Offices it appears it's a good deal. This is the response I received from the Sheriff in Mecosta County last week:

*Glen,  
 They have worked out very well for us. We were with Securus and were getting hosed! IC guaranteed us an amount \$25,000 over what we were making and we made over \$25,000 more what they had guaranteed us. So yes, we are very happy with IC. Good folk to deal with also.*

*Sheriff Todd Purcell  
 Mecosta County Sheriff's Office*

*Also we have had direct contact with Osceola County and they have switched from Securus to ICSolutions and are very happy with the service and the profit margin.*

Lt Harris has been doing research on ICS and came to the conclusion its best for the county. The profits that we are currently receiving from Securus will more than double with ICS. From what we have heard from others Securus was hiding profits in their invoices to the counties.

I could have the ICS representative , Brad Coens , give an overview of their offer to the board if you like. However I would like to do that ASAP due to proper notification to the other vendor.

Respectfully,

\_\_\_\_\_  
 Undersheriff Glen Skrent

# MSHN

Mid-State Health Network

To: mike

Community Mental Health Provider Network

December 2, 2014

Bay Arenac Behavioral Health

Tuscola County Clerk  
Jodi Fetting  
440 Michigan 81  
Caro, MI 48723

CMH of Clinton, Eaton, Ingham Counties

CMH for Central Michigan

Dear Ms. Fetting,

Gratiot County CMH

Enclosed is the Intergovernmental Agreement for the Establishment of a Substance Use Disorder Oversight Policy Board for Mid-State Health Network (MSHN). MSHN is a Community Mental Health Regional Entity formed under the Mental Health Code and P.A. 500 and 501 of 2012. Under the Michigan Department of Community Health's (MDCH) restructuring of Prepaid Inpatient Health Plans (PIHPs) in Michigan, MSHN represents 21 Michigan counties, including Tuscola County, and is designated by MDCH to coordinate the provision of substance use disorder services within its region. Per requirement by MDCH, MSHN has established a Substance Use Disorder Oversight Policy Board (SUD OPB) with representatives for each of its 21-county region in accordance with MDCH Technical Advisory #2.

Huron Behavioral Health

Ionia County CMH

Contractual agreement is required between MSHN and each of the twenty-one counties it represents as outlined in the attached document. Please facilitate the signature of Tuscola County's Administrator or authorized designee on the appropriate line and return to MSHN at 530 W. Ionia, Suite F, Lansing, MI, 48933, at your earliest convenience.

LifeWays CMH

Montcalm Center for Behavioral Health

Newaygo County Mental Health Center

Saginaw County CMH

Please contact Merre Ashley, Executive Assistant, at 517.253.7525 or [merre.ashley@midstatehealthnetwork.org](mailto:merre.ashley@midstatehealthnetwork.org) with any questions.

Shiawassee County CMH

Respectfully,

Tuscola Behavioral Health Systems

Nancy A. Miller  
Chief Executive Officer

Board Officers

Mary K. Anderson  
Chairperson

Cc: John Hunter

Edward Woods  
Vice-Chairperson

Enclosure

James Anderson  
Secretary

NAM/mfa

**INTERGOVERNMENTAL CONTRACT FOR THE ESTABLISHMENT OF A  
SUBSTANCE USE DISORDER OVERSIGHT POLICY BOARD**

This Contract (this "Contract") is made as of the date it is fully executed and signed, by and among Mid-State Health Network ("MSHN"), Arenac County, Bay County, Clare County, Clinton County, Eaton County, Gladwin County, Gratiot County, Hillsdale County, Huron County, Ingham County, Ionia County, Isabella County, Jackson County, Mecosta County, Midland County, Montcalm County, Newaygo County, Osceola County, Saginaw County, Shiawassee County and Tuscola County (individually referred to as the "County," and collectively referred to as the "Counties"). This Contract authorized and undertaken pursuant to Section 287 Michigan Mental Health Code (Public Act 258 of 1974, as amended the "Code"), the Michigan Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and/or the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).

**RECITALS**

MSHN is a community mental health regional entity formed under the Mental Health Code, MCL 330.1204b, that has submitted its Application For Participation as a prepaid inpatient health plan ("PIHP") under 42 CFR Part 438.

The Counties are located in a region designated by the Michigan Department of Community Health ("MDCH") as Region 5 under MDCH's restructuring of PIHPs in Michigan.

Under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by MDCH to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 300.1100a(22).

MSHN represents twelve (12) community mental health organizations in Region 5, and qualifies for status as a MDCH-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5.

MSHN, as a MDCH-designated community mental health entity, is required, under MCL 330.1287(5) to establish a substance use disorder oversight policy board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5.

MSHN and the Counties desire to enter into this Contract to establish a SUD Policy Board.

NOW, THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### PURPOSE

**Section 1.1 PURPOSE.** The purpose of this Contract is to set forth the terms and conditions for the establishment of a SUD Policy Board pursuant to MCL 330.1287(5).

## ARTICLE II

### SUD POLICY BOARD

**Section 2.1 FUNCTIONS AND RESPONSIBILITIES.** The SUD Policy Board shall have the following functions and responsibilities:

2.1.1 Approval of any portion of MSHN's budget that contains 1986 PA 2 (MCL 211.24e(11)), funds ("PA 2 Funds") for the treatment or prevention of substance use disorders which shall be used only for substance use disorder treatment and prevention in the Counties from which the PA 2 Funds originated;

2.1.2 Advise and make recommendations regarding MSHN's budgets for substance use disorder treatment or prevention using non PA 2 Funds; and

2.1.4 Advise and make recommendations regarding contracts with substance use disorder treatment or prevention providers.

2.1.5 In addition, the SUD Policy Board may be assigned by MSHN to advise and make recommendations to MSHN regarding any other matters as agreed to by the Counties and MSHN including advising and making recommendations to MSHN on issues regarding:

2.1.1.1 Methods, policies or practices to ensure quality of SUD services including culturally competent policy and practices for the delivery of those services;

2.1.1.2 Methods, policies or practices to ensure that SUD services made available through the PIHP/Regional Entity are accessible, responsive to regional needs, available to all segments of the community, and are delivered in a comprehensive manner;

2.1.1.3 Reviewing and/or providing recommendations regarding the strategic plan developed by the PIHP/Regional Entity to address the prevalence of SUD in the service areas from a recovery-oriented systems of care (ROSC) perspective and approach;

2.1.1.4 Reviewing and/or providing recommendations regarding the establishment of sustainability plans for ROSC initiatives to include prevention, treatment and recovery supports;

2.1.1.5 Reviewing and/or providing recommendations to expand and coordinate resources and activities with other agencies, community

organizations and individuals to support the mission of the PIHP/Regional Entity where ROSC are concerned;

2.1.1.6 Methods, policies or practices to provide an opportunity for public comment, and receive and review comments on matters relevant to SUD prevention, treatment and recovery within the communities serviced by the PIHP/Regional Entity;

2.1.1.7 Reviewing and/or providing recommendations on the annual application for the federal block grant, as well as the renewal and issuance of SUD services licenses;

2.1.1.8 Reviewing and/or providing recommendations on the progress and effectiveness of the delivery of SUD services in the region;

**Section 2.2 APPOINTMENT/COMPOSITION.** The Board of Commissioners of each of the Counties shall appoint one (1) member of the MSHN SUD Policy Board. The Board of Commissioners may appoint County Commissioners or others, as allowed by Michigan law, that it deems best represents the interests of its County. While the appointment decision is vested within the sole authority of the each County Board of Commissioners, Parties to this Agreement acknowledge that MDCH encourages appointments which represent the cultural diversity of the area served, appointments of persons in recovery from a substance use disorder members, underserved population and other related constituencies such as education, health, and social services agencies; advocacy organizations; public or private substance abuse prevention, treatment or recovery providers; members of the general public, including civic organizations and the business community.)

**Section 2.3 TERM.** The term of membership for a member of the MSHN SUD Policy Board shall be three (3) years, beginning in January and ending in December. Members may be reappointed to additional or successive terms in the discretion of the respective Board of Commissioners.

**Section 2.4 VACANCIES.** A vacancy on the SUD Policy Board shall be filled by the County that originally filled the vacated position in the same manner as an appointment.

**Section 2.5 REMOVAL.** By majority vote of the Board of Commissioners, a County that appointed a SUD Policy Board member may remove its appointee at any time with or without cause. The SUD Policy Board is responsible for informing the relevant County of any lack of participation or attendance by the County's appointed SUD Policy Board member.

**Section 2.6 ETHICS AND CONFLICTS OF INTEREST.** The SUD Policy Board shall adhere to all conflict of interest and ethics laws applicable to public officers and public servants, serving as members of the SUD Policy Board.

**Section 2.7 COMPLIANCE WITH LAWS.** MSHN, the Counties and the SUD Policy Board shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the "Open Meetings Act"), 1976 PA 422 (the "Freedom of Information Act"), 2012 PA 500, 2012 PA 501 and 1986 PA 2. MSHN and the Counties, as required by law, shall not discriminate against any Board member or applicant for appointment to the Board because of race, color, religion, national origin, age, sex, disability that is unrelated to the

individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

**Section 2.8 BYLAWS.** The SUD Policy Board shall adopt Bylaws which may be amended by the SUD Board as provided in those Bylaws subject to the review and approval of MSHN

### ARTICLE III

#### MSHN

**Section 3.1 FUNDING.** Pursuant to a separate contract, each County will provide MSHN funding, as required by Section 24e of the General Property Tax Act (MCL 211.24e as amended) to be used only for substance abuse prevention and treatment programs in each County. MSHN shall ensure that funding dedicated to substance use disorder services shall be retained for substance use disorder services and not diverted to fund services that are not for substance use disorders. MCL 330.1287(2).

### ARTICLE IV

#### TERM AND TERMINATION AND DISPUTE RESOLUTION

**Section 4.1 TERM.** The Term of this Contract shall commence as of the date it is fully executed and signed by all parties and shall continue for three years unless terminated at an earlier date as provided in Section 4.2. This Agreement is subject to the precondition that this Agreement be approved by concurrent resolution by each and every County. A copy of this Agreement once approved will be filed with the Secretary of State for the State of Michigan.

**Section 4.2 TERMINATION.** Any party may terminate this Contract at any time for any or no reason by giving all other parties thirty (30) days written notice of the termination. Any notice of termination of this Contract shall not relieve either party of its obligations incurred prior to the effective date of such termination.

**Section 4.3 DISPUTE RESOLUTION.** The Chief Executive Officer of MSHN will attempt to resolve disputes through discussion with the Chairperson of the SUD Policy Board or County Controller or Administrator, as needed. Occasionally disputes may arise between the SUD Policy Board and MSHN, or one or more of the Counties and MSHN, arising out of and relating to this Agreement or a breach thereof which cannot be resolved through amicable discussion. In such cases, if the dispute remains unresolved:

- 4.3.1 If the dispute is between MSHN and the SUD Policy Board, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and SUD Policy Board in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If no mutual agreement is reached, the decision of MSHN as adopted by a majority vote of the MSHN Board will be deemed final.
- 4.3.2 If the dispute is between MSHN and one or more of the Counties, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and representatives of one or more County

Boards in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If MSHN or one or more of the Counties remain dissatisfied, the Parties may mutually agree to non-binding mediation. If non-binding mediation is agreed to, the Parties may mutually agree upon a mediator or submit a request that mediation be administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the Parties do not agree to mediation, or if the Parties do not reach a mutually agreeable settlement through mediation within 30 days after initiation of mediation, the Parties may pursue any other dispute resolution or legal recourse as provided by law. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator. At the option of the Parties, mediation sessions may take place by telephone or video conference or online when the technology is available. Administrative fees and mediator compensation for the process will be paid equally by the Parties.

## **ARTICLE V**

### **LIABILITY**

**Section 5.1 LIABILITY/RESPONSIBILITY.** No party shall be responsible for the acts or omissions of the other party or the employees, agents or servants of any other party, whether acting separately or jointly with the implementation of this Contract. Each party shall have the sole nontransferable responsibility for its own acts or omissions under this Contract. The parties shall only be bound and obligated under this Contract as expressly agreed to by each party and no party may otherwise obligate any other party.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 6.1 AMENDMENTS.** This Contract shall not be modified or amended except by a written document signed by all parties hereto.

**Section 6.2 ASSIGNMENT.** No party may assign its respective rights, duties or obligations under this Contract.

**Section 6.3 NOTICES.** All notices or other communications authorized or required under this Contract shall be given in writing, either by personal delivery or certified mail (return receipt requested) and shall be deemed to have been given on the date of personal delivery or the date of the return receipt of certified mail.

**Section 6.4 ENTIRE AGREEMENT.** This Contract shall embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings, oral or written, between the parties

with respect to the subject matter hereof and this Contract supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

**Section 6.5 GOVERNING LAW.** This Contract is made pursuant to, and shall be governed by, construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

**Section 6.6 BENEFIT OF THE AGREEMENT.** The provisions of this Contract shall not inure to the benefit of, or be enforceable by, any person or entity other than the parties and any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Contract including, without limitation, any employees, contractors or their representatives.

**Section 6.7 ENFORCEABILITY AND SEVERABILITY.** In the event any provision of this Contract or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Contract, as the case may require. This Contract shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

**Section 6.8 CONSTRUCTION.** The headings of the sections and paragraphs contained in this Contract are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Contract.

**Section 6.9 COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

**Section 6.10 EXPENSES.** Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Contract, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

**Section 6.11 REMEDIES CUMULATIVE.** All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

**Section 6.12 BINDING EFFECT.** This Contract shall be binding upon the successors and permitted assigns of the parties.

**Section 6.13 NO WAIVER OF GOVERNMENTAL IMMUNITY.** The parties agree that no provision of this Contract is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

**ARTICLE VII**

**CERTIFICATION OF AUTHORITY TO SIGN THIS CONTRACT**

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Contract on behalf of said parties, and that this Contract has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies), copies of which shall be provided to MSHN.

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Contract as of the dates noted below.

**MID-STATE HEALTH NETWORK REGIONAL ENTITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**ARENAC COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**BAY COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**CLARE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**CLINTON COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**EATON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**GLADWIN COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**GRATIOT COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**HILLSDALE COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**HURON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**INGHAM COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**IONIA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**ISABELLA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**JACKSON COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MECOSTA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MIDLAND COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**MONTCALM COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**NEWAYGO COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**OSCEOLA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**SAGINAW COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**SHIAWASSEE COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**TUSCOLA COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_



# TUSCOLA

## *Behavioral Health Systems*

December 4, 2014

Tuscola County Board of Commissioners  
125 West Lincoln, Suite 500  
Caro, MI 48723

Dear Commissioners,

The Tuscola Behavioral Health System's (TBHS) Board of Directors currently has two vacancies. Each vacancy is due to the resignation of Molli Hartel, term expiration of March 2016 and the resignation of Mark Putnam, term expiration of March 2017.

On November 17, 2014, Sharon Beals, CEO and Karen Snider, Board Chairperson, interviewed Mr. David Griesing for one of the current vacancies. Enclosed is a copy of Mr. Griesing's application for your review.

At its regularly scheduled Board Meeting of November 24, 2014, the Tuscola Behavioral Health System's Board of Directors, resolved to recommend to the Tuscola County Board of Commissioners, the appointment of David Griesing to complete the remainder of Molli Hartel's term; expiration March 2016.

As always, we appreciate your strong support of our efforts and thank you in advance for your consideration of this recommendation.

Sincerely,

Sharon Beals  
Chief Executive Officer

Karen Snider  
Board Chairperson

SB/KS/clm

Enclosure

cc: David Griesing

TUSCOLA COUNTY

NOV 04 2014

Print Form

BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Please return this questionnaire to the County Clerk's Office, Attention: Appointments Division, 440 N. State St., Caro MI 48723; by email to appoint@tuscolacounty.org ; or by fax at (989) 672-4266 Please submit your resume with this application.

Boards/Commissions for which you would like to be considered:

Tuscola Behavioral Health Systems

Boards/Commissions for which you would like to be considered:

First Name\* David

Middle Initial\* [ ]

Last Name\* Griesing

Have you ever used, or have you ever been known by any other name? [ ] Yes [x] No

If yes, provide names and explain:

[ ]

Home Address 5678 Buell Road

City Vassar

Zip 48768

Township TUSCOLA

County Tuscola

Employer Name: GENERAL MOTORS

LANSING DELTA TOWNSHIP

Employer Address 8175 MILCOTT HWY

City LANSING

Zip 48917

Position Title PIPEFITTER / SPARE PARTS COORDINATOR BODY SHOP

Work Number\* 517 7213285 (10 digit)

Home Number\* 9898232687 (10 digit)

Cell Number [ ] (10 digit)

Email david.griesing@gm.com (email is the preferred method of contact, please provide if available)

Are you a United States Citizen? [x] Yes [ ] No

EDUCATION (Include degree and dates; if answered in full on your attached resume, please indicate):

BA BUSINESS

EMPLOYMENT EXPERIENCE (if answered in full on your attached resume, please indicate):

Do you hold any professional licenses? If so, please include numbers:

What special skills could you bring to this position?

PRIOR EXPERIENCE FROM THIS BOARD

Previous government appointments:

TUSCOLA BEHAVIORAL HEALTH SYSTEMS

Please provide us with the names of your:

State Senator

State Representative

County Commissioner

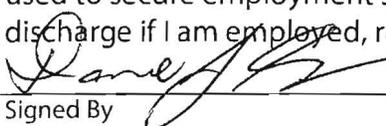
The following **optional** information is elicited in order to ensure that this administration considers the talent and creativity of a diverse pool of candidates. In addition, specific backgrounds or qualifications are legally required for appointment to some boards and commissions. You may, therefore, wish to provide this information in order to ensure that you are considered for relevant boards and commissions.

Age  Political Affiliation  Military Service

Spouse or Partner's Name

**CONSENT AND CERTIFICATION**

I,  (please print name), hereby certify that the information contained in this application is true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any misrepresentation, falsification or omission of information on this application or on any document used to secure employment shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery.

  
Signed By \_\_\_\_\_



**Mike Hoagland**

---

**From:** Clayette Zechmeister <zclay@tuscolacounty.org>  
**Sent:** Wednesday, December 03, 2014 1:23 PM  
**To:** Jodi Fetting; Mike Hoagland  
**Subject:** Fwd: BPW Vacancies

*FYI - from BPW*

----- Forwarded message -----

**From:** **Patty Witkovsky** <pattydrain@tuscolacounty.org>  
**Date:** Wed, Dec 3, 2014 at 1:20 PM  
**Subject:** BPW Vacancies  
**To:** Clayette Zechmeister <zclay@tuscolacounty.org>

Clayette,

There are two vacancies on the Board of Public Works. Lisa Valentine and Jim McMinn each decided not to run another 3-year term. Each of their terms will end 12/31/14. Could you pass this on to whoever is in charge of vacancies.

Thank you

Patty

Tuscola County Drain Commissioner's Office

--

*Clayette*

**Clayette A. Zechmeister**  
**Chief Accountant, Tuscola County**  
125 W Lincoln St, Suite 500  
Caro, MI 48723  
[zclay@tuscolacounty.org](mailto:zclay@tuscolacounty.org)  
voice 989-672-3710  
fax 989-672-4011

**Mike Hoagland**

---

**From:** Walt Schlichting <wsch@tuscolacounty.org>  
**Sent:** Wednesday, December 10, 2014 12:13 PM  
**To:** 'Mike Hoagland'  
**Subject:** vacation carryover approval from BOC

Mike,

I'm asking that the board approve vacation carryover of up to 16 days for me. Please put this request on the agenda for the upcoming board meeting.

My end of year is Dec 31 and I can't take sufficient vacation. It has been a busy year and the combination of new GIS duties and the three jobs as Equalization Director for two counties and assessor for the City of Caro have not allowed me to take the time off this year.

Thanks,  
Walt

Walt Schlichting  
Equalization Director  
989-672-3833



VYSE ADMINISTRATIVE SERVICES LLC.

3741 Wilder Rd. Vassar MI, 48768  
989-245-3481 e-mail [ikvyse@gmail.com](mailto:ikvyse@gmail.com)

December, 2014

Tuscola Area Airport Zoning Administrator's Annual Report

During the past year,

Vyse Administrative Services has continued to interacted with the State Aeronautics Board, the Tuscola Airport Authority and other related agencies regarding wind energy sites and their relationship to the Airport footprint.

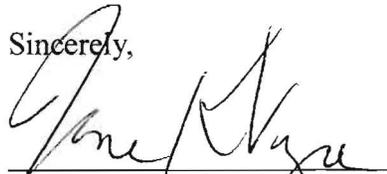
This year there were no applications for permits, though I was requested by an energy company to send one letter to a township indicating that a proposed wind tower did not need a permit as it was just a smidgin out side the conic zone.

It is expected that few applications will be received in 2015 as the wind energy sites continue to move eastward and the energy companies become more familiar with the airport footprint.

I am satisfied with the three year contract made in 2011, effective Jan. 1 2012 thru Dec. 21, 2014.

It would be appreciated if you would renew the contract with Vyse Secretarial Service LLC to act as the Airport Zoning Administrator for an additional three years.

Sincerely,



---

Ione K. Vyse  
Director of Operations

**Notice of Review**  
**City of Vassar**  
**Draft of the Recreation Plan**

The City of Vassar has put forth great effort in the past few months to develop a comprehensive update to its five-year Recreation Plan. The plan evaluates existing recreation opportunities and public opinion on recreation, develops goals for parks and recreation, and outlines an action plan to pursue recreation improvements. The draft is now available for public review and comments.

Copies of the draft plan will be available for review until January 14<sup>th</sup> at the following locations:

- Bullard Sanford Memorial Library, 520 W. Huron Ave, Vassar, MI 48768.
- Tuscola County, Parks and Recreation Office, 125 West Lincoln, Suite 500, Caro, MI 48723
- Vassar Township Hall, 4505 W. Saginaw Rd., Vassar, MI 48768
- Tuscola Township Hall, 8561 Van Cleave Rd., Vassar, MI 48768
- Online at the City's website: [www.cityofvassar.org](http://www.cityofvassar.org)
- Online at <https://www.facebook.com/pages/City-of-Vassar/>

If you are interested in submitting comments regarding the draft Recreation Plan, please send written comments to the address listed below before 4:30 pm on Wednesday, January 14, 2015. A public meeting of the Vassar Parks and Recreation Commission will be held at 6:30 p.m. on Wednesday, January 14, 2015 at City Hall, located at 287 E. Huron Avenue, Vassar, MI to take input on the draft.

For more information, please contact:

Brad Barrett, City Manager  
[citymanager@cityofvassar.org](mailto:citymanager@cityofvassar.org)  
287 E. Huron Ave.  
Vassar, MI 48768  
(989) 823-8517

**Mike Hoagland**

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**From:** Margot Roedel <mroedel@tcmcf.org>  
**Sent:** Tuesday, December 09, 2014 10:56 AM  
**To:** Mike Hoagland (mhoagland@tuscolacounty.org)  
**Subject:** FW:  
**Attachments:** TCM Phase I ESA 120514 (1).pdf

Good Morning. Here is the environmental report on the land we want to purchase indicating no environmental issues. Based on this we are going to proceed with the purchase. Thanks, Mike!!

PLEASE BE ADVISED THAT IN ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), INFORMATION IN THIS E-MAIL MAY CONTAIN PROTECTED HEALTH INFORMATION AND IS INTENDED SOLELY FOR THE USE OF THE INTENDED RECIPIENT.

If you are not the intended recipient, please notify the sender immediately via return e-mail, or call our Information Technology Department at (989) 673-4117, and delete the e-mail from your mailboxes. Unauthorized use, disclosure, dissemination, distribution or copying of this e-mail or attachments, in whole or in part, is unlawful.

Margot D. Roedel  
Administrator  
Tuscola County Medical Care Facility  
1285 Cleaver Road  
Caro, MI 48723

Phone: 989.673.4117  
Fax: 989.673.6665  
Email: [mdroedel@tcmcf.org](mailto:mdroedel@tcmcf.org)

MISSION STATEMENT

The purpose of Tuscola County Medical Care Facility is to facilitate a care-partnership with residents and families that enhances the quality of life for all we serve. Further, to maintain a level of excellence among our staff, exercise financial responsibility and adapt to the everchanging needs of life's continuum.

VISION STATEMENT

Tuscola County Medical Care Facility will be the model for extended care services in the State.

**From:** Maggie Root  
**Sent:** Tuesday, December 09, 2014 10:54 AM  
**To:** Margot Roedel  
**Subject:**

**PHASE I  
ENVIRONMENTAL SITE ASSESSMENT  
CLEAVER ROAD PROPERTY  
CARO, MI 48723**

**Prepared For:**

Ms. Margot D. Roedel, RN, NHA  
Tuscola County Medical Care Facility  
1285 Cleaver Road  
Caro, Michigan 48723

**Prepared By:**

**EMES Consulting LLC**

*Joshua J. Taylor*

**Josh Taylor  
Project Manager**

**Submission Date: December 5, 2014**

## 1.0 SUMMARY

EMES Consulting LLC, (EMES) has been retained by Ms. Margot D. Roedel of Tuscola County Medical Care Facility to perform a Phase I Environmental Site Assessment (ESA) at the Cleaver Road Property, Caro, Tuscola County, MI 48723 (property).

EMES has performed a Phase I ESA of the Cleaver Road Property, Caro, Tuscola County, MI 48723 in accordance with the scope and limitations of the American Society of Testing and Materials (ASTM) Practice E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process to identify Recognized Environmental Conditions (RECs). ASTM E 1527-13 defines "Recognized Environmental Conditions" as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: due to release to the environment; under conditions indicative of release to the environment; or under conditions that pose a material threat of future release to the environment. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

The Phase I ESA included a site inspection on November 26, 2014, acquisition and review of federal and state database search through Environmental RecCheck, FEMA floodplain documentation, historical aerial photographs, Topographic Map and interviews with knowledgeable Site contacts.

The property is located at the southeast corner of Cleaver Road and Elmdor Drive, Caro, Tuscola County, MI 48723 and is vacant and undeveloped.

### Conclusions

EMES has performed a Phase I ESA in conformance with the scope and limitations of the ASTM Practice E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process of the property at the southeast corner of Cleaver Road and Elmdor Drive, Caro, Tuscola County, MI 48723, the property. Any exceptions to, or deletions from, this practice are described in Section 7.0 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

Office Location:  
852. S Hooper, St  
Caro MI 48723  
Mailing address:  
318 Hamilton  
Caro MI 48723



Phone:  
(989) 672 1268  
Fax (989) 672 1268

December 5, 2014

Tuscola County Board of Commissioners  
125 W Lincoln  
Suite 500  
Caro, MI 48723

Dear Members of the Tuscola County Board of Commissioners:

I am writing today to introduce you to Connections Human Services and to share with you the role we play in serving the citizens of Tuscola County. Connections Human Services is a private non-profit service agency, which is recognized by the Internal Revenue Service as a 501 C 3 organization. The organization was founded in 2011 to assist in filling human service gaps that were developing as a result service and budgetary reductions at the state and federal levels, and general economic dedine.

In our strategic planning process we completed a community needs assessment, in that process one need presented itself clearly. There was a need for Adult Guardianship Services to be offered within the county. As, I, the Director, had provided direct and indirect human services in the community and had worked with guardians in the past our Board of Directors supported Adult Guardianship Services as an initial project. We have been providing this service since December of 2011.

We have learned much in the time we have offered this service. Historically, public guardians have been individuals who have maintained employment and provided for wards in their off hours. However, changes in public service funding and policy has changed the expectations of a guardian that creates conflict with employers. Service systems such as care facilities, behavioral health systems, human services, medical providers and legal processes require public guardians to be available during the business day.

We maintain data on our population for planning and development purposes. In review of the data we have noted that formal case management providers no longer provide the direct and support services that have been provided in the past. These duties include: securing appropriate housing that meets the wards' needs, link and secure benefits, and determine need for other services and make referrals. These tasks have been left to the guardians by default. In addition, the guardian is expected to be available 24/7 for emergencies; unfortunately wards and service providers do not always understand emergency. The role of public guardian has, over time, transitioned into a professional role in which the provider needs to have a broad knowledge of services, disabilities, benefit processes/ requirements, service practice parameters of funded services, and laws as they relate to the ward and guardianship.

We have learned in the last few years that despite a steady increase in persons who are aged 65 and older, ( 13.5% of Michigan's population is in this class while 17.5% of the population of Tuscola county is over the age of 65.) there is no state policy or funding to assure that these individuals who are incapacitated have adequate services or mechanism in which they have oversight. This population is a group that is increasingly at risk of abuse, neglect and financial exploitation.

To date, the State of Michigan practice has left the responsibilities of insuring oversight and protection of the incapacitated to the counties. Unfortunately, Tuscola is one of two counties in the State of Michigan that does not have the funds to support this population. The purchase of public guardianship services in Tuscola County is the responsibility of the individual. The State of Michigan has set a fee rate for those with Medicaid. That rate is \$60.00 per month if the individual can afford it. If the individual is in Adult Foster Care, in jail for over 30 days, or the cost of their care exceeds income or their benefit limit is below \$100.00 the ward can not pay for service and the expectation is the Guardianship service is provided at the cost of the Guardian.

Another lesson learned was that there is limited to no residential services that meet the needs of the Mentally Ill adult population who have significant behavioral issues and require daily life supervision and education to function within the community in a socially acceptable manor. As such incapacitated individuals are moved to other counties; we currently have wards placed in Huron, Jackson and Roscommon Counties. Incarceration and prison has been a reality for some of these individuals.

In our practice we have learned that the cost to provide the level of service expected with the professional personnel needed is costly. Whereas public agencies, and those organizations that bill insurance companies are reimbursed at a minimum of \$70.00 per hour for case management services. Connections Human Services was able to bill \$22.13 per hour for FY 2013 for the same services. Hourly cost for the same period was \$19.49 leaving the organization \$2.64 per hour to hire qualified personnel and to pay employee costs.

As a public guardian for Tuscola County, Connections Human Services is responsible for the following:

- Advocacy Services,
- Coordination of Services in which the ward is participating,
- Financial management and coordination of benefits such as, Social Security, Department of Human Services and the Veterans Administration.
- Attending court hearings in support of wards,
- Participating in Service Plans with service providers.
- Regular monitoring of ward within the community,
- Maintenance of financial records and management of expenditures,
- Provide 24/7 accessibility for emergencies in which consent is required.
- Responsibility for life decisions in regards to medical and legal decisions,
- Maintain involvement with families and supports to further enhance the lives of wards with those that have been significant and important to them.
- Assure that clothing and other needs are purchased and available to the ward.
- And preparing and submitting reports to the Court, Social Security, Social Services and VA as required.

In 2013 Connections Human Services provided services to 30 incapacitated individuals- of this group

- 6 individuals were open TBHS Medicaid cases ranging form 19-43 years of age. Average monthly need was 5.77 hours per case. This group is 20% of the population and utilizes 46% of the available resources

- 18 Individuals were individuals in facilities ages 20- 95 who were experiencing, severe health, brain injury and or dementia issues, these individuals had a history in our communities, they were nurses, authors, electricians, farmers, church leaders, auto workers, parents, hotel workers and veterans. This group required 2.97 hours per month per person. This group accounts for 60% of the population and utilized 24% of the total resources
- 6 Individuals were those who were able to remain in their homes with community and family support. Ages range from 37 to 80. These individuals have symptoms of dementia and or developmental delays and have the potential to be exploited by others. They require an average of 3.75 hours per person per month. This group accounted for 20% of the population and utilized 28% of the resources

The demand for services continues to grow. As of September 1, 2014 Connections Human Services have provided services to a total 46 individuals or an increase of 100% over 2013.

Current open cases for September 1, 2014 is 34; as 5 Guardianship cases have been transferred to family members or other supports and 7 individuals have passed away.

We have a great concern for the future of this vulnerable population as the age of our county citizens continues to increase and as we seem to be experiencing a significant number of special needs individuals reaching adulthood. These populations are as at risk; the risk to this group may be equal to or more than the risk of our abused and neglected children. Limited mental capacity and limited supports make them easy targets for exploitation and abuse. Although there is a mechanism in place to protect these individuals there are not the resources available to apply the safety net needed.

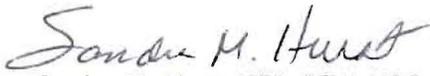
The Tuscola County Probate Judge monitors assignments closely; there are those situations in which family is, unwilling, unable or simply not appropriate to assume responsibility of the aging and failing family members. The need of assignment to a public guardian is done as a last resort. However, with a growth rate of 100% the current service will exceed its ability to be effective. Connections Human Services is prepared to offer a professional service that meets national and accreditation standards of care. To proactively meet current and immediate future needs, our members would benefit from a case manager or advocate to fill the gaps left by the public sector; this individual would be able to assist members with shopping and learning skills, advocating for benefits and services and monitoring progress, etc. Our members would also benefit from a part-time book-keeper whose sole responsibility is to assure that their finances are managed within a manner that meets finance standards; this individual would work with individuals in learning to manage their money to the best of their ability.

We have understood, from the creation of Connections Human Services that Tuscola County did not have the resources to fund Guardianship for Incapacitated adults. As such, the founders organized the service into a non-profit organization so that we may be able to take advantage of grants and/or donations. We communicate frequently with Judge Thane regarding possible grant or funding opportunities. We also communicate regarding pending legislative changes at the state and federal level that may impact funding and care to the Incapacitated Adults.

On behalf of our members, thank you for the time to review of our struggles and barriers. We simply ask for the support of the County Commissioners in addressing the needs of those who can not always speak for themselves. We ask that the Commission support and advocate for change at the legislative level and make us, or the court aware of any known opportunity that may lead to funding.

If it would assist the commissioners in any way I would welcome the opportunity to meet with you to further address this issue and to problem solve resolutions. Thank you again for your time.

Sincerely

A handwritten signature in cursive script that reads "Sandra M. Hurst".

Sandra M. Hurst MBA BSW NCG

Connections Human Services

cc-Honorable Nancy K Thane Tuscola County Probate Court.