

**County of Jackson
120 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4335**



BOARD OF COMMISSIONERS

**Clifford E. Herl, District 1
David F. Lutchka, District 2
Carl Rice, Jr., District 3
Philip S. Duckham III, District 4
Julie Alexander, District 5
James C. Videto, District 6
James E. Shotwell, Jr., District 7
Gail W. Mahoney, District 8
Jonathan T. Williams, District 9
Patricia A. Smith, District 10
Michael J. Way, District 11
David K. Elwell, District 12**

ELECTED OFFICIALS

**Amanda Riska, Clerk
Steven Rand, Sheriff
Mindy Reilly, Register of Deeds
Karen Coffman, Treasurer
Geoffrey Snyder, Drain Commissioner
Hank Zavislak, Prosecuting Attorney**

COUNTY STAFF

**Michael Overton, Administrator/Controller
Adam Brown, Deputy Administrator
Charles Adkins, Circuit Court Administrator
Tammy Bates, District Court Administrator
Andy Crisenbery, Friend of the Court
Gerard Cyrocki, Finance Officer
Connie Frey, IT Director
Brandon Ransom, Parks Director
Teresa Hawkins, Youth Center Director
TBD, Equalization Director
Crystal Dixon, Human Resources Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Matt Shane, MSU Ext.-District Coordinator
Marce Wandell, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer**

County Commission Agenda March 20, 2012

Order of Business:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Awards and Recognitions
7. Communications and Petitions
8. Special Orders/Public Hearing(s)
9. Public Comment
10. Special Meetings of Standing Committees
11. Minutes
12. Consent Agenda
13. Standing Committees
 - A. Policy
 - B. County Affairs & Agencies
 - C. Human Services
 - D. Personnel & Finance
14. Unfinished Business
15. New Business
16. Public Comment
17. Commissioner Comment
18. Closed Session
19. Adjournment

Public Comment

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

Consent Agenda

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

Standing Committees

The Board of Commissioners operates under a Standing Committee system with the following Committees: Policy, County Affairs & Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

Closed Session

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
March 20, 2012
7:00 p.m.
County Commission Chambers

***Mission Statement:** Jackson County Government, in cooperation with the community
and local governmental units, strives through a planned process
to deliver quality services that address public needs.*

1. **CALL TO ORDER** – *by Chairman James E. Shotwell, Jr.*
2. **INVOCATION** – *by Commissioner Philip S. Duckham III*
3. **PLEDGE OF ALLEGIANCE** – *by Keandra Potts, junior at Jackson Christian High School
and student at Spring Arbor University*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 2/21/12 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

*2/21/12 Regular Meeting Minutes

12. **CONSENT AGENDA** (*Roll Call*)

A. County Policy

1. **Revised – Fiscal Policy 1160 – Donations**

Attachments:

*Fiscal Policy 1160

2. **Revised - Policy 3310 – Workplace Violence**

Attachments:

*Fiscal Policy 3310

B. County Affairs & Agencies

3. Resolution (03-12.5) Opposing Cuts to the Federal Aviation Administration's (FAA) Contract Tower Program

Attachments:

*Resolution (03-12.5)

4. Food System Economic Partnership (FSEP) Appropriation Contract

Attachments:

*Memo from Deputy Administrator

*FSEP Contract

5. Resolution (03-12.7) Approving a Grant Application to the Michigan Natural Resources Trust Fund for the Sparks Park/Inter-City Trail Connector Project Development Phase

Attachments:

*Memo from Parks Director

*Resolution (03-12.7)

6. Resolution (03-12.8) Approving a Grant Application to the Michigan Recreation Passport Grant Program

Attachments:

*Memo from Parks Director

*Resolution (03-12.8)

C. Human Services

7. LifeWays 2012 Contract – Department on Aging

Attachments:

*Memo from Department on Aging Director

*LifeWays 2012 Contract

8. Resolution (03-12.6) Department on Aging Millage Proposal

Attachments:

*Resolution (03-12.6) Department on Aging Millage Proposal

*Memo from Department on Aging Director

*PowerPoint Presentation

D. Personnel & Finance

9. Appointment of New Equalization Director

Attachments:

*Memo from Deputy Administrator and attachments

10. Information Technology Reorganization

Attachments:

*Memo from IT Director

*IT Organizational Chart

11. Departmental Reorganization

Attachments:

*Memo from Administrator/Controller and Organizational Chart

12. Budget Adjustments

- a. Prosecutor's Office Imaging Project
- b. District Court Drunk Driving Assistance Funds
- c. Facilities

Attachments:

*Email from Finance Officer

*Memo from District Court Administrator

*Memo from Fleet & Facilities Operations Director

*Budget Adjustment

E. Other Business

13. Claims – February 1-29, 2012

Attachments: None.

13. STANDING COMMITTEES

A. County Policy – *Commissioner Dave Elwell* – None.

B. County Affairs & Agencies – *Commissioner Dave Lutchka*

1. Appointments

- a. **Brownfield Redevelopment Authority** – three public members, terms to 3/2015

- b. **Economic Development Corporation** – three public members, terms to 3/2018
- c. **LifeWays** - two public members, terms to 3/2015
- d. **Veterans Affairs** – one WWII Veteran, term to 3/2016

Attachments:

*Commissioner Board Appointments

*Applications

C. **Human Services** – *Commissioner Jon Williams* - None.

D. **Personnel and Finance** – *Commissioner Jim Videto* – None.

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

29. **ADJOURNMENT**

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
February 21, 2012
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER** – Chairman Steve Shotwell called the February 21, 2012, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.
2. **INVOCATION** – *by Commissioner Carl Rice, Jr.*
3. **PLEDGE OF ALLEGIANCE** – *by members of the Hanover Horton Boy Scout Troup 134*
4. **ROLL CALL** – *County Clerk Amanda Riska*

(10) Present. Commissioners Herl, Lutchka, Rice, Duckham, Alexander, Videto, Williams, Way, Elwell, and Shotwell.

(2) Absent. Commissioners Mahoney and Smith.
5. **APPROVAL OF AGENDA**

Moved by Herl, supported by Williams for Approval of the Agenda. Motion carried.
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**

John Calhoun, Treasurer in Columbia Township said the BPW will be considering a refunding of bonds. He is concerned about underwriting fees. He would like the Drain Commissioner to mediate to resolve the issues with the Southern Interceptor.

John Wilson is concerned about procedures of the open meetings act. He hopes that the County will follow procedures.
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** - None.
11. **MINUTES** - Minutes of the 1/17/12 Regular Meeting of the Jackson County Board of Commissioners

Moved by Rice, supported by Alexander to Approve the Minutes of the 1/17/12 Regular Meeting of the Jackson County Board of Commissioners. Motion carried.
12. **CONSENT AGENDA**

Cmr. Videto asked that item 12. B. 3. Resolution (02-12.4) Parma Village Refunding be removed from the Consent Agenda. Item will be moved to Item 13. B. 2. under County Affairs & Agencies.

Moved by Elwell, supported by Alexander **for Approval of the Consent Agenda as Amended.** Roll Call: (10) Yeas. Motion carried unanimously.

A. County Policy

1. **Revised – Fiscal Policy 1110 – Interest Allocation**
2. **Revised - Policy 1050 – Budget Adjustments**

B. County Affairs & Agencies

3. **~~Resolution (02-12.4) Parma Village Refunding~~**

C. Human Services – None.

D. Personnel & Finance

4. **Resolution (02-12.3) Adopting HIPPA Compliance Amendments**
5. **New Vehicle Purchases for Sheriff Department**
6. **Phone System Upgrade**
7. **Agreement Between Jackson County and the Jackson County Conservation District**
8. **Budget Adjustments**
 - Sheriff Department
 - Health Department Computer Purchase
 - Enhanced 911 Act Grant Program
 - Parks
 - District Court – Amendment #1 to Agreement between Michigan Supreme Court State Court Administrative Office and the 12th District Court

E. Other Business

9. **Claims – 12-1-11 – 12-31-11 and 1-1-12 – 1-31/12** .

13. STANDING COMMITTEES

A. County Policy – Commissioner Dave Elwell – None.

B. County Affairs & Agencies – Commissioner Dave Lutchka

1. Appointments

- a. **Emergency Management Advisory Council** – one city council member, term term to 12/2013

Commissioner Lutchka stated that the committee recommended Ken Gaiser. No other nominations from the floor. Ken Gaiser appointed.

- b. **Department on Aging Advisory Council** – one public member, term to 12/2012

Commissioner Lutchka stated that the committee recommended Jack Bentley. No other nominations from the floor. Jack Bentley appointed.

- c. **Mid-South Substance Abuse Commission** – one Commissioner member, term to 12/2013

Commissioner Lutchka stated that the committee recommended Cliff Herl. No other nominations from the floor. Cliff Herl appointed.

2. **Resolution (02-12.4) Parma Village Refunding**

Moved by Videto, supported by Duckham to Postpone to the End of the Meeting.
Motion carried unanimously.

Attorney James K. White addressed the Board regarding this Resolution and offered to answer any questions by commissioners.

Moved by Alexander, supported by Way to Accept Communication.

Moved by Duckham, supported by Rice to Approve Resolution (02-12.4) Parma Village Refunding. Roll Call: (10) Yeas. Motion carried.

C. **Human Services – Commissioner Jon Williams** - None.

D. **Personnel and Finance – Commissioner Jim Videto** – None.

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Tentative Agreement – AFSCME**

Human Resources Director, Crystal Dixon addressed the Board and offered to answer any questions from Commissioners.

Moved by Elwell, supported by Lutchka to Approve the AFSCME Tentative Agreement.
Roll Call: (10) Yeas. Motion carried unanimously.

16. **Board Retreat Session 2**

Adam Brown presented Board Retreat Session 2 and offered to answer any questions.

17. **PUBLIC COMMENTS**

None.

18. **COMMISSIONER COMMENTS**

Comr. Rice asked for a hard copy of the statement read by John Calhoun at public comment.

Comr. Lutchka asked for commissioner volunteers for RED on March 20th.

The meeting was adjourned briefly for a 5 minute recess at 8:10 p.m. prior to the Closed Session.

Returned at 8:16 p.m.

19. **CLOSED SESSION**

*Moved by Elwell, supported by Lutchka **to go into Closed Session at 8:16 p.m. to Discuss a Legal and Personnel Matter.** Roll Call: (10) Yeas. Motion carried.*

A. **Discuss a Legal Matter**

B. **Discuss a Personnel Matter**

*Moved by Videto, supported by Williams **to return from Closed Session at 9:40 p.m.***

*Moved by Lutchka, supported by Elwell **to Accept Attorney's Recommendation regarding the Michael Oliver case.** Roll Call: (10) Yeas. Motion carried.*

20. **ADJOURNMENT**

Chairman Shotwell adjourned the February 21, 2012 Meeting of the Jackson County Board of Commissioners at 9:41 p.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

COUNTY OF JACKSON POLICY MANUAL

FISCAL

DONATIONS

Policy 1160

It is the intent of the Board of Commissioners that all donations to Jackson County be properly documented and recognized. To this end, the following policy applies to all donations of cash, materials, or in-kind services.

Guidelines

Any donation of cash, stocks, real estate, or other written instrument must be properly receipted and accounted for as any other revenue to the County. Donations exceeding \$1,000 must be reported to the Administrator/Controller for notification to the Board of Commissioners. In certain instances, the Board of Commissioners may wish to properly recognize the donor for their generosity.

Donations of material, labor or other in-kind contributions estimated to exceed \$1,000 must also be reported to the Administrator/Controller for notification to the Board of Commissioners.

Generally, all donations to the County are acceptable, restrictive and non-restrictive, as long as they are given for continuing or enhancing a service that the County provides and fit within the Board's strategic priorities. Exceptions or questions to the applicability of a donation must be reviewed and approved by the Board of Commissioners prior to the acceptance and use of the donation.

Adopted: 11/20/07

Revised: ~~00/00/00~~03/20/12

COUNTY OF JACKSON POLICY MANUAL

**Policy No.
3310**

PERSONNEL

WORKPLACE VIOLENCE

The Jackson County Board of Commissioners recognizes workplace violence as a serious concern for all employees. The County hereby adopts a “zero tolerance” philosophy for the work environment. Acts or threats of physical violence, including intimidation, harassment, and/or coercion involving or affecting Jackson County employees and elected officials will not be tolerated.

I. Policy Purpose

Workplace violence is a serious concern for all employers. This policy adopts a “zero tolerance” philosophy for the work environment. Acts or threats of physical violence, including intimidation, harassment, and/or coercion involving or affecting Jackson County employees and elected officials will not be tolerated.

II. Policy Statement

A. Employee Questions

Employees should refer all questions regarding their rights and obligations under this policy to the Human Resources Department.

B. Threats or Acts of Physical Violence Defined

“Threats or acts of physical violence” include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions of the County. This shall include any acts which create, or could create, a hostile, abusive or intimidating work environment for one or more employees of Jackson County.

C. Examples of Workplace Violence

General examples of prohibited workplace violence include, but are not limited to, the following:

- Any threat or act of physical violence committed on Jackson County property, regardless of whether or not the individual committing the act is employed by Jackson County.

- Any threat or act of physical violence not committed on Jackson County property, but by an employee acting in the capacity as a representative of the County.
- Any acts or threats of physical violence resulting in the conviction of an employee or agent under any criminal code of government which would adversely affect the legitimate interests and goals of Jackson County.
- Any act or threats of physical violence viewed by Jackson County as unacceptable in regards to its workplace violence policy.

D. Specific Examples of Prohibited Conduct

Specific examples of conduct that may be considered “threats or acts of physical violence” prohibited under this policy include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or his/her family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned by Jackson County.
- Making harassing or threatening telephone calls, letters or other forms of communication.
- Any form of criminal “stalking”. Stalking is defined as ~~means~~ a willful course of conduct involving repeated or continuing harassment of another individual that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested and that actually causes the victim to feel terrorized, frightened, intimidated, threatened, harassed, or molested.
- Carrying of a firearm or weapon by employees, temporary employees, or contractors without a concealed pistol license (CPL) on county property. Weapon is defined as any object that could be used or fashioned to cause physical injury to another person

Note: Any weapon which is provided or authorized by the county in the execution of specific duties is excluded from this definition. In addition, the following are also excluded from this County prohibition:

- (a) A peace officer of a duly authorized police agency of this state, a political subdivision of this state, another state, a political subdivision of another state, or the United States.
- (b) An individual regularly employed by the department of corrections and authorized in writing by the director of the department of corrections to possess or carry an item listed

in subsection during the performance of his or her duties or while going to or returning from his or her duties.

(c) A member of the United States army, air force, navy, marine corps, or coast guard while possessing or carrying an item listed in subsection in the line of duty.

(d) A member of the national guard, armed forces reserves, or other duly authorized military organization while on duty or drill or while possessing or carrying for purposes of that military organization.

(e) A court officer while engaged in his or her duties as a court officer as authorized by a court.

E. Application of Prohibition

The County's prohibition against threats and acts of physical violence applies to all persons employed by Jackson County. Contract and temporary workers, and anyone else on county property shall be included in this policy. Violation by an employee or a contract and/or temporary worker of any provision of this policy may lead to disciplinary action up to and including termination, as provided in the County Personnel Rules and Regulations or contract. This policy and any sanctions related thereto are to be deemed supplemental to the County's Personnel Rules and Regulations, and applicable to State and Federal laws.

F. Employee Obligations

Each employee and/or person on county property, or while involved in county business, is expected to report incidents of threats or acts of physical violence of which he or she is aware.

~~In cases where the reporting individual is not an employee, the report shall be made to the local police department and/or sheriff's office.~~

In cases where the reporting individual is an employee, the report shall be made to the reporting individual's immediate supervisor, a management level supervisory employee if the immediate supervisor is not available, or the Human Resources Department. Each supervising employee shall promptly refer any such incident to the appropriate management level supervisor, who shall take corrective action in accordance with the county's rules and regulations. Whether reported by employees or others, imminent threats or acts of violence should be reported immediately to 911. Non-imminent threats or acts of violence should be reported to the Jackson County Sheriff through the management level supervisor. and/or sheriff's office ~~Concurrently with the initiation of any investigation leading to a proposed disciplinary action, the management level supervisor shall report the incidents of threats or acts of physical violence to the local police department.~~

Nothing in this policy alters any other reporting obligation set forth by state, federal, or other applicable law.

G. Training

Jackson County provides opportunity for employees to be trained in the risk factors associated with workplace violence, and proper handling of an emergency situation in order to minimize the risks of violent incidents occurring in the workplace.

H. Dissemination of Policy

All employees will be given a copy of this policy.



Jackson County

RESOLUTION (03-12.5) **Opposing Cuts to the Federal Aviation Administration's (FAA)** **Contract Tower Program**

Whereas, the Jackson County Airport averages almost 50,000 landings or takeoffs annually including operations for private, air carrier, medical, air taxi and corporate passenger aircraft. The airport also handles over one hundred military aircraft operations annually and has more total aircraft operations than Flint, Lansing, Muskegon, Saginaw, Kalamazoo and Marquette; and

Whereas, the Air Traffic Control Tower is essential for the safety of pilots and passengers; and

Whereas, the Department of Management and Budget has proposed elimination of funding for the FAA's "Contract Tower Program" for airports that do not have passenger service or based military operations. Adoption of this proposal would eliminate funding for air traffic control services currently funded in an 85%-15% match between the FAA and Jackson County Airport; and

Whereas, the FAA Contract Tower Program has been one of the most cost-effective aviation safety programs at the FAA in the past three decades. If these cuts become a reality, it would have a negative impact on Jackson County-Reynolds Field. With approximately 50,000 landings or take offs annually at Jackson County-Reynolds Field, elimination of air traffic control services will significantly increase the potential of an aircraft incident and resultant injury or death. In addition, these closing would add to our state's unemployment rolls.

Now, therefore be it resolved, that the Jackson County Board of Commissioners strongly opposes cuts to the FAA Contract Tower Program and urges continued funding for this highly important air traffic control program.

Be it further resolved, that a copy of this resolution will be sent to Senators Stabenow and Levin and Representative Walberg.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
March 20, 2012



Jackson County ADMINISTRATOR / CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy Administrator

SUBJECT: Food System Economic Partnership (FSEP)

DATE: March 7, 2012

Motion Requested

Approve Contract Between Jackson County and the Food System Economic Partnership (FSEP) for 2012 Appropriations.

I. Background

- A. The Board of Commissioners appropriates money to non-county entities each year whose activities serve a public purpose that align closely with the County's responsibilities.
- B. The County has a long history of funding the FSEP. FSEP promotes the use and purchase of locally grown fruits and vegetables within Jackson County. They do this by engaging local farmers and purchasers, conducting workshops, working with schools, providing educational materials, and connecting buyers and sellers.

II. Current Situation

- A. The 2012 contract was submitted by the Jackson County Conservation District and has been reviewed by Curtis & Curtis, P.C., legal counsel for Jackson County, and FSEP.
- B. We recommend approval of the contract between Jackson County and FSEP.

III. Analysis

- A. **Strategic** – FSEP supports the Board's healthy community strategy. They support very specific goals in the Health Improvement Organization (HIO) action plan to get local produce to schools.
- B. **Financial** – The contract reflects the \$7,500 budgeted by the Board of Commissioners for 2012.

- C. Legal** – State law requires county governments to have contractual agreements with an appropriation to non-county entities. These contracts are required to state the general benefit to county citizens. The document has been reviewed and approved by counsel.
 - D. Timing** – The County pays for this service on a biannual basis. County staff has been directed not to disburse funds until contracts are approved.
- IV. Alternatives** – The Board can choose to take no action, which will jeopardize FSEP’s financial structure.
- V. Recommendation**

The Administrator/Controller’s Office recommends approving the contract between Jackson County and the Food System Economic Partnership for their 2012 Appropriations.

Attachments:

Contract between Jackson County and the Food System Economic Partnership

AGREEMENT

This Agreement (the "Agreement") made this ____ day of _____, 2012, by and between **The County of Jackson**, a Michigan municipal corporation, of 120 W. Michigan Ave, Jackson, Michigan 49201 (the "County"), and the **Food System Economic Partnership**, a Michigan nonprofit corporation, of 705 N. Zeeb Road, Ann Arbor, Michigan 48103, with its mailing address at P.O. Box 8645, Ann Arbor, Michigan 48107 (the "FSEP").

RECITALS

- A. FSEP is a non-profit collaboration between urban and rural leaders that exists to catalyze change in the food system of Southeast Michigan. FSEP provides research, education, and outreach that result in agricultural economic development opportunities, sustainable communities, and healthy local economies. In order to accomplish these objectives, FSEP has focused on four key program areas – Agriculture Business Development, Farm to Institution, Education and Outreach, and Research; and
- B. The County desires to retain FSEP to provide its services in Jackson County, Michigan to assist the County in its efforts to develop agricultural economic development opportunities and a sustainable, healthy community; and
- C. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which the above referenced services will be provided.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **Services**. The following services shall be provided by FSEP to the citizens of Jackson County, Michigan and the County:
 - a. Engage and support farm to school programs by offering marketing, training and technical assistance to K-12 school districts to increase purchases of fruits and vegetables from farms in Jackson County;
 - b. Develop workshops for parents, teachers, administrators, funding partners and community members to build awareness of farm to institution programs and garner support for projects across Jackson County;
 - c. Work with existing schools participating in the Farm to School program to identify imported fruits and vegetables that can be replaced by produce purchased from local farmers and work with schools to promote increased purchases of local produce;
 - d. Develop "how to" workshops for volunteers working in cafeterias on local food days;
 - e. Update as needed, the Farm to School tool kit resources for use by school food service directors and farmers;

- f. Gather and track school purchasing data of local fruits and vegetables to measure increased purchases and consumption of fruits and vegetables;
 - g. Assemble and provide educational resources for nutrition education, related classroom curriculum, school gardens, farm field trips, and other related educational efforts to enhance the effect of the Farm to School program;
 - h. Develop workshops specific to institutional food buyers such as hospitals, correctional facilities, colleges, universities and soup kitchens. Topics offered may include: menu planning, knife skills, food safety, marketing and other aspects of working direct with farmers;
 - i. Develop ways to connect interested institutional food buyers to one another, to active organizations in their community, and to individuals;
 - j. Connect food distributors to local food producers through workshops and outreach events;
 - k. Identify interested farmers by conducting outreach at farmers' markets, farm organizations, and special events to inform the farming community about opportunities to sell fresh produce to schools and other institutions;
 - l. Develop workshops that demonstrate the demand for local food from institutional food purchasers;
 - m. Develop and offer workshops for farmers on how to sell to institutional food buyers. Topics offered may include: food safety, packing, pricing and other aspects of working direct with institutions or distributors;
 - n. Conduct workshops with growers interested in wholesaling (targeting existing growers); and
 - o. Conduct annual farmer/food service director meet and greet opportunities.
2. **Annual Service Fee.** County agrees to pay FSEP an annual fee for the services rendered to the citizens of Jackson County, Michigan and the County hereunder equal to \$7,500.00 and payable in two equal installments as follows: 1) upon approval of this agreement, 2) July 1, 2012.
 3. **Term of the Agreement.** The term of the Agreement shall commence on January 1, 2012 and shall continue through the close of the business day on December 31, 2012.
 4. **Indemnification.** To the extent not otherwise prohibited by law, FSEP shall hold the County (including for purposes of this paragraph, its commissioners, officers, employees and agents) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against any cause of action, claim, damage, or liability that may arise as a result from the services being provided by FSEP to the citizens of Jackson County, Michigan as

contemplated in the Agreement. This indemnification shall be in addition to any insurance coverage required in paragraph 5.

5. **Insurance.** FSEP shall maintain ordinary and necessary liability insurance coverage for its operation acceptable to the County; and shall name the County as an additional insured on its liability insurance if reasonably practicable.
6. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
7. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
8. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
9. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and to FSEP, at the address of that party first written above.
10. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
11. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
12. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or FSEP in conjunction with the services contemplated in the Agreement shall be retained by the party receiving the grant free of any claim by the other party.
13. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

THE COUNTY OF JACKSON

By:_____

Its:_____

FOOD SYSTEM ECONOMIC PARTNERSHIP

By:_____

Its:_____

Prepared By:

Philip J. Curtis, Esq.
Curtis & Curtis, P.C.
120 W. Michigan Ave., Suite 1500
P.O. Box 766
Jackson, MI 49204-0766
517 787-9481
517 787-5622 (Facsimile)
pjcurtis@curtiscurtislaw.com

JACKSON COUNTY PARKS

Memorandum

To: Michael Overton, County Administrator/Controller
From: Brandon Ransom, Parks Director
Date: March 2, 2012
Re: Resolution of Support – MNRTF Trail Connector Grant Application

Motion Requested

Approve the proposed resolution supporting the MNRTF grant application for the Inter-City Trail/Sparks Park Trail Connector Development Project.

I. Background

- A. The Parks Department was successful in securing funding from the Michigan Natural Resources Trust Fund (MNRTF) for the acquisition of +/- 25 acres off Kibby Road in the 2011 grant cycle. Acquisition of the property will begin in earnest as soon as we receive notification that funds have been appropriated by the State Legislature. In the meantime, the next logical step in the project's progression is to apply to the MNRTF for development funding. The development phase of the project is estimated to cost approximately \$400,000. The newly established maximum grant award for the MNRTF is \$300,000. That is the amount that I recommend applying for.

II. Current Situation

- A. The Parks Commission conducted a public hearing re: the grant application at their February meeting and approved a resolution supporting the project. The funding application is due to the MNRTF Board on April 2, 2012.

III. Analysis

- A. Strategic – Sparks Park supports the both the Recreational and Cultural Opportunities Goal as well as the Economic Development Goal of the Strategic Plan.

- B. Financial – Continued improvement of the County Parks will improve the regional tourism industry in Jackson. Trails and recreation play a vital role in the quality of life in our community.
- C. Timing – The MNRTF grant application is due to the MNRTF Board by April 2, 2012.

IV. Recommendation

The Parks Commission and Parks Director recommend approval of the resolution supporting the grant application to MNRTF Board.

Attachments: Proposed Resolution of Support

**Jackson County Board of Commissioners
Resolution (03-12.7)**

RESOLUTION OF SUPPORT

**Approving a Grant Application to the
Michigan Natural Resources Trust Fund (MNRTF)
For the Sparks Park/Inter-City Trail Connector Project
Development Phase**

WHEREAS, the County of Jackson has adopted a five-year Recreation Plan for 2010-2014 that identifies a project to connect Sparks Foundation County Park with the Inter-City Trail; and

WHEREAS, the Parks and Recreation Commission wishes to apply to the Michigan Department of Natural Resources Trust Fund for a grant for 75% of the \$400,000 total project cost for the development of a pathway and greenbelt on property slated to be acquired as a result of a successful 2011 MNRTF Acquisition Grant; and

WHEREAS, the Jackson County Parks Commission will request \$300,000 from the Natural Resources Trust Fund as a primary funding source as well as providing a local match of \$100,000 from Jackson Companies, Area Foundations, private citizens, and the Friends of the Falling Waters Trail; and

WHEREAS, the County of Jackson assures that the project will be undertaken, barring unforeseen circumstances, should the grant be awarded; and

WHEREAS, on February 15, 2012, after notice in the *Jackson Citizen Patriot* and local television channel *JTV*, the Jackson County Parks and Recreation Commission held a public hearing on the application for funds; and

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners authorizes the Jackson County Parks and Recreation Department to complete a funding application to the Department of Natural Resources for the Sparks Foundation County Park/Inter-City Trail Connector Project – Development Phase.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
Adopted March 20, 2012

JACKSON COUNTY PARKS

Memorandum

To: Michael Overton, County Administrator/Controller
From: Brandon Ransom, Parks Director
Date: March 2, 2012
Re: Resolution of Support - Recreation Passport Grant Application

Motion Requested

Approve the proposed resolution supporting the Michigan Recreation Passport Grant Application for the Swain's Lake Restroom/Shower Facility Renovation Project.

I. Background

- A. The Jackson County Board of Commissioners approved \$100,000 to renovate the restroom/shower facility at Swain's Lake County Park and Campground. The proposed project is estimated to cost \$175,000. In an attempt to secure a majority of the remaining funding necessary to complete the project, the County Parks Commission requests BOC support to carry forward with the grant application.

II. Current Situation

- A. The Parks Commission addressed the proposed project as a business item per Recreation Passport grant requirements at their February meeting. The grant application is due to the Michigan Department of Natural Resources on April 2, 2012.

III. Analysis

- A. Strategic – Swain's Lake County Parks and Campground supports the Recreational and Cultural Opportunities Goal as well as the Economic Development Goal of the Strategic Plan.
- B. Financial – Continued improvement of the County Parks will improve the regional tourism industry in Jackson. The restroom/shower facility at the park is vital to the success of that facility.

- C. Timing – The Michigan Recreation Passport Grant application is due to the MNRTF Board by April 2, 2012.

IV. Recommendation

The Parks Commission and Parks Director recommend approval of the resolution supporting the grant application to the Recreation Passport Grant Program.

Attachments: Proposed Resolution of Support

**Jackson County Board of Commissioners
Resolution (03-12.8)**

RESOLUTION OF SUPPORT

**Approving a Grant Application to the
Michigan Recreation Passport Grant Program**

WHEREAS, the Jackson County has adopted a five-year Recreation Plan for 2010-2014 that identifies a project called Swain's Lake Campground Restroom Facility Replacement; and

WHEREAS, the Parks and Recreation Commission wishes to apply to the Michigan Recreation Passport Grant Program for a grant for 25% of the \$175,000 total project cost for the replacement of the restroom and shower facility at Swain's Lake County Park and Campground; and

WHEREAS, Jackson County will request \$45,000 from the Recreation Passport as a supplementary funding source as well as providing a local match of \$130,000 through a compilation of funds from The Jackson County Board of Commissioners, the Jackson County Parks Association, and other private donations; and

WHEREAS, the County of Jackson assures that the project will be undertaken, barring unforeseen circumstances, should the grant be awarded; and

WHEREAS, on February 15, 2012, The Jackson County Parks and Recreation Commission addressed the project as a business item on their regularly scheduled meeting agenda; and

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners authorizes the Parks and Recreation Department to complete a funding application to the Michigan Recreation Passport Grant Program for the Swain's Lake Campground Restroom Facility Replacement Project.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
Adopted March 20, 2012



Jackson County Department on Aging

Marce Wandell, Director

TO: Human Services Committee
Board of County Commissioners

FROM: Marce Wandell, Director

SUBJECT: LifeWays 2012 Contract

DATE: March 2, 2011

Motion Requested

Authorize the Controller/Administrator to sign the January 1, 2012 through December 31, 2012, Service Contract between the Department on Aging and LifeWays, thus permitting the Department on Aging to bill LifeWays up to \$15,000 for senior citizen memory and depression screens, and \$720 for geriatric mental health presentations.

I. Background

- A. Department on Aging Social Workers conduct a memory test, or “screen”, when a senior is concerned about their memory, and depression screens help detect when a senior may need further services such as counseling.
- B. Oftentimes a screen will be the first step toward a senior beginning to receive needed services, such as counseling or referral to a physician.

II. Current Situation

- A. The Department on Aging has received LifeWays screening revenue for several years. This revenue is an important component of the Department on Aging Geriatric Mental Health budget.
- B. The Department on Aging Geriatric Mental Health Coordinator has conducted presentations to senior groups about depression and memory loss, that these changes are not a ‘normal’ part of aging and should not be ignored. LifeWays provides Anti-Stigma funding for this outreach.

III. Analysis

- A. **Strategic:** Mental health services are a component of the Board of Commissioners Healthy Community strategic priority.

- B. **Financial:** Reducing the Geriatric Mental Health budget by \$15,000 would lower the number of hours seniors will receive service.
- C. **Customer:** The intention is to continue providing counseling services to homebound seniors.
- D. **Timing:** Action is needed in order to assure receipt of this revenue.

IV. Recommendation

The Department on Aging Director recommends approval of the LifeWays Service Contract.

Attachment: "In Network" Service Contract between LifeWays Community Mental Health and Jackson County Department on Aging.

**"IN NETWORK"
SERVICE CONTRACT**

Between the

LIFEWAYS COMMUNITY MENTAL HEALTH

and

Jackson County Department on Aging

1715 Lansing Ave.
Suite 672
Jackson, MI 49202

EFFECTIVE JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

Regarding: Mental Health Services

SERVICE CONTRACT
with
Jackson County Department on Aging

This contract is between **LIFEWAYS COMMUNITY MENTAL HEALTH** located at 1200 N WEST, JACKSON, MI 49202 (hereinafter referred to as "CMH") and **Jackson County Department on Aging** located at 1715 Lansing Ave., Suite 672, Jackson, MI 49202 (hereinafter referred to as "CONTRACTOR"), collectively referred to hereinafter from time-to-time as Parties. It is agreed that CONTRACTOR is an independent contractor at all times and for all purposes hereunder. The officers, employees, servants, and agents of CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of CMH.

I. GENERAL INFORMATION:

- A. Authority: This contract is entered into under the authority granted by Act 258 of the Public Acts of 1974, as amended (hereinafter referred to as the "Michigan Mental Health Code").
- B. Term: This contract shall be in effect from **January 1, 2012 to December 31, 2012** inclusive, unless terminated in accordance with the termination section of this contract. Thereafter this Contract shall automatically renew for consecutive one (1) year periods from January 1 through December 31 pursuant to the same terms and conditions until such time as this Contract is terminated as provided in this Contract. It is the expressed intent of the parties that financial terms and other terms as appropriate shall be negotiated prior to each Contract year renewal and will be incorporated as amendments herein. This contract, on its effective date, replaces and supersedes any and all previously executed agreements.
- C. Part of Alliance/Region: By entering into this contract, CONTRACTOR acknowledges membership in the CMH network provider panel and agrees to maintain positive working relationships with other contractors within the CMH provider network to best serve the needs of the consumers of the CMH.
- D. Independent Contractor: CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of CMH. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a CMH employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation, and protection of tenure.

II. SERVICES:

- A. The CMH will provide timely authorization and documentation of authorization to the CONTRACTOR. For the purposes of this provision, timely means at least meeting the requirements of Code of Federal Regulations (CFR) section 438.210(d) (1)—(14 days).
- B. The CONTRACTOR agrees it has the duty to treat all eligible consumers referred and that all consumers shall be treated in the same manner with respect to availability of service hours and locations. If the CONTRACTOR believes a referral falls outside the scope of agreed upon services or is a conflict of interest they may invoke the Dispute Resolution mechanisms described in this contract.
- C. The CONTRACTOR agrees to provide authorized services to eligible consumers. All services shall be provided in a manner that conforms to Medicaid requirements when applicable and all LifeWays clinical and administrative protocols for various services, programs, and population groups. The CONTRACTOR is responsible to provide those services as described in **Attachment A**.
- D. Services shall be provided as specified in the Individual Plan of Service (IPOS) using strength-based, recovery-oriented, stage-wise interventions grounded in Person-Centered Planning.
- E. The CONTRACTOR will participate in the Person-Centered Planning process as outlined in the Department of Community Health (DCH) best practice guideline. The CONTRACTOR recognizes, respects and will support the consumer's right to choose service staff, including professional and personal care-giving staff to the extent possible and appropriate. It is the responsibility of the CONTRACTOR to request a review within the Person-Centered Planning process of the IPOS as circumstances, needs, and desires of the consumer change.
- F. The CONTRACTOR agrees to maintain records and utilize the LifeWays Electronic Medical Record system in accordance with CMH policy. All records relative to this contract shall be available at any reasonable time for examination or audit by personnel authorized by CMH or law. The CONTRACTOR further agrees that all case records relative to this contract, whether in the possession of CMH or the CONTRACTOR are owned by CMH.
- G. The CONTRACTOR agrees to forward all appropriate clinical documentation supporting the delivery of services to the agency holding the active, master medical record, within seven calendar days of the provision of service.
- H. If the health and safety of the consumer are in jeopardy, it is the duty of both parties to cooperate in the immediate resolution of the situation.
- I. Health Care Professionals may not be prohibited from discussing treatment options with the consumer/guardian which may not reflect the preferences of the CMH (Health Care Professional is defined in CFR Sec. 438.102).
- J. The CONTRACTOR or Health Care Professional employed or contracted by the CONTRACTOR is not prohibited from advocating on behalf of one or more consumers with respect to grievance and appeal, utilization management, or authorization issues.

- K. The CONTRACTOR that is providing "primary caseholder" services shall ensure the coordination of care occurs between the consumer's Primary Care Physician and Medicaid Health Plan. Appropriate releases of information will be completed upon initiation of CONTRACTOR services to the consumer. Coordination of care is also required with any other health care providers, agencies, natural or community support as specified in the consumer's IPOS. Primary caseholder may mean supports coordinator, case manager, or clinician.
- L. Payment Disputes: Services shall not be delayed or denied as a result of a dispute or potential dispute of payment responsibility. At the time of delivery each service must meet medical necessity criteria and documented to accepted standards of care. All services provided must be clearly specified as to scope, amount and duration in an approved person centered plan of service.

III. REIMBURSEMENT/CLAIMS/RATES:

- A. Reimbursement for Services: CMH shall reimburse the CONTRACTOR at the rates identified in **Attachment A** for services rendered by the CONTRACTOR that have been authorized by CMH. Actual payments are subject to Ability to Pay in accordance with Chapter 8 of the Mental Health Code and Chapter 8 of the Administrative Rules, coordination of benefits and Medicaid deductible.
- B. Coordination of Benefits/Payor of Last Resort: CMH shall be responsible for the coordination of public and private benefits for each Consumer. The CONTRACTOR acknowledges that CMH is the payer of last resort. The CONTRACTOR shall be required to identify and seek recovery from all liable first and third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of a consumer's covered benefit.

The CONTRACTOR may not bill consumers for the difference between the CONTRACTOR'S charge and CMH'S rate for covered services. The CONTRACTOR shall not seek nor accept additional supplemental payment from the consumer, his/her family, or representative in addition to the amount paid by CMH. CONTRACTOR agrees not to maintain any action against a consumer to collect sums that are owed to CONTRACTOR under the terms of this contract, even in the event CMH fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this contract. This section will survive the termination of this contract, regardless of the cause of termination and will be construed to be for the benefit of the consumer.

For services provided to all consumers, the CONTRACTOR's maximum reimbursement (the sum of first party, third party, and CMH payments) shall not exceed the lesser of the third party payer's maximum allowed amount or the CONTRACTOR's contract rate.

- C. False Claims: If a claim submitted by the CONTRACTOR is paid by the CMH, but is subsequently determined to be a false claim (ie., improper, unsubstantiated, improperly or not documented), CMH is entitled to recover its costs by deducting the amount of the false claim from the CONTRACTORS future claims or requiring reimbursement by the CONTRACTOR. In addition to the amount of the false claim, CMH costs may include, but are not limited to, associated administrative costs and expenses, and/or additional penalties or fines commensurate with amounts imposed by

applicable federal or state law. CMH also reserves all rights to seek any other remedies available at law and/or in equity.

D. Claims Submission Process:

1. CONTRACTOR responsibilities:

- a. The CONTRACTOR shall submit claims for CMH-authorized services rendered under this Agreement utilizing the LifeWays Electronic Medical Record system as directed by CMH policy and procedure.
- b. All monthly billing statements of the CONTRACTOR shall specify billable services to each consumer.
- c. In order to be considered clean claims for which payments from CMH may be made, the claim(s) must be complete, timely, accurate, and ready for processing without obtaining additional information from the CONTRACTOR or third party. The CONTRACTOR's billing of services claims must be received by CMH within five (5) days of the end of the month in which services were provided or within five (5) days of receipt of the EOB from the third party payor when third party coordination of benefits is an issue.
- d. The CONTRACTOR's submittal of a billing statement of claims for any reimbursement hereunder shall constitute the CONTRACTOR's verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of CMH, the MDCH, and Medicaid, Medicare, and/or third party reimbursers and is on file currently.
- e. If the CONTRACTOR's services and service documentation are not in compliance with the reimbursement requirements of CMH, the MDCH, Medicaid, Medicare, and/or third party reimbursers, the CONTRACTOR shall not be paid and/or shall return payments received from CMH.
- f. Claims/data that is more than forty-five (45) days past due may not be processed and/or reimbursed.

2. CMH responsibilities:

- a. CMH shall authorize and process claims payments to the CONTRACTOR within thirty (30) days following receipt of a clean claim from the CONTRACTOR.
- b. When third party payors are not involved, any claims received more than forty-five 45 days after the date of service may not be paid by CMH.

G. Access to Records: The CONTRACTOR shall maintain all pertinent financial and accounting records and evidence pertaining to this contract based on financial and statistical records that can be verified by the CMH and/or its auditors. Financial reporting shall be in accordance with Generally Accepted Accounting Principles (GAAP) applicable to state and local governments as promulgated by the Governmental Accounting Standards Board (GASB).

The CMH, the Federal government, the State of Michigan, or their designated representatives shall be allowed to inspect, review, copy, and/or audit all financial records pertaining to this contract.

IV. DATA MANAGEMENT:

- A. The CMH/Prepaid Inpatient Health Plan (PIHP) is the owner of all data related to consumers pursuant to this agreement including all data entered into CONTRACTOR's management information system(s), such as, all eligibility and demographic data, utilization data, claims data, and any other service, administrative or financial information that has passed through the CMH/PIHP's or CONTRACTOR's operation that resides with the CONTRACTOR. Notwithstanding the foregoing, the CONTRACTOR is not precluded from maintaining and utilizing the data identified in this section in support of the services provided to the consumer and internal CONTRACTOR operations.

The CONTRACTOR agrees to provide information related to encounters, services, and administrative costs as required by MDCH, as described in **Attachment B**.

The CONTRACTOR shall implement tools to prevent unauthorized access and virus protection to its internal transaction and office system using planning, management, and system monitoring techniques. To ensure system security, the CONTRACTOR shall perform a Health Insurance Portability and Accountability Act (HIPAA) Security Audit of its internal data and access systems, once every two years. The CMH/PIHP reserves the right to require review by a Third Party if the results are deemed unsatisfactory.

- B. (For providers that electronically submit data)
The CONTRACTOR shall use CMH/PIHP approved electronic formats for transferring data to and from the CMH/PIHP. Data to be transferred electronically includes but is not limited to Claims and Consumer Demographic data. The CMH/PIHP and the CONTRACTOR may, from time to time during the term of this contract add other data to the list of files to be transferred electronically. The CONTRACTOR shall implement any standard electronic formats approved by the CMH/PIHP. The encounter/claims transaction set will use the standard ANSI X12n 837 electronic format which is a HIPAA compliant standard. Any enrollment download to the CONTRACTOR from the CMH/PIHP will use the ANSI X12n 834 electronic format which is a HIPAA compliant standard.

If the CONTRACTOR is transferring data to the CMH/PIHP electronically, it shall transmit data by Monday at 5:00 p.m. following the previous week. A week is Saturday through Friday. All data for the fiscal year must be received by the 5th working day of October in the format reasonably requested by the CMH/PIHP. In the event of termination of this contract and the data is being transferred electronically, the CONTRACTOR shall download for and provide to the CMH/PIHP, at no cost to the CMH/PIHP, all such CMH/PIHP data in an electronically accessible format within twenty (20) days following the termination of this contract.

- C. (For providers that enter data directly into PIHP system)
The CONTRACTOR shall enter data directly into the CMH/PIHP's management information system. When the CONTRACTOR needs a data report it will request it from the CMH/PIHP. The CMH/PIHP will provide access to this data through reports

when requested by the CONTRACTOR. The CMH/PIHP will respond to the CONTRACTOR's data request in a mutually agreed upon timeframe. This provision shall survive the term and termination of the agreement.

V. ADMINISTRATIVE RESPONSIBILITIES:

- A. Pursuant to Administrative Rule 330.2055, the CONTRACTOR acknowledges, as a subcontractor of CMH, it will allow visits by the MDCH to examine and inspect any records, not otherwise protected by law, related to the CMH/CONTRACTOR contract.
- B. Pursuant to the Michigan Civil Rights Act and Title VI of the Civil Rights Act, the CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex (gender), height, weight or marital status. Breach of this covenant may be regarded as a material breach of contract.
- C. Pursuant to the Michigan Persons with Disabilities Civil Rights Act and the Americans' With Disabilities Act, the CONTRACTOR will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of contract.
- D. The CONTRACTOR will be aware and comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Department of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).
- E. Recipient Rights: CONTRACTOR shall ensure that all individuals employed receive MDCH approved Recipient Rights training within 30 days of being employed. The rights of recipients, as described by the Michigan Mental Health Code and Administrative Rules, will be protected. CONTRACTOR will be in compliance with the Recipient Rights requirements as described in **Attachment C**.
- F. Circumstances that Interfere with Performance: In the event that circumstances occur which substantially reduce or otherwise interfere with the parties' ability to perform their respective obligations under the contract, immediate notification to the other party is required. A meeting shall be convened as soon as possible in order to determine the immediate course of action and possible resolution of the situation.
- G. Conflict of Interest: The CONTRACTOR affirms that no principal, representative, agent or employee of the CONTRACTOR or anyone acting on behalf of or legally capable of acting on behalf of the CONTRACTOR shall engage in activities which are incompatible or in conflict with the discharge of their duties and responsibilities under the contract. The CONTRACTOR represents that no employee, officer, or agent of the CONTRACTOR has participated in the selection, award, or administration of this contract, which involved a conflict of financial or other interest that is either real or apparent. The CONTRACTOR agrees that no principal, representative, agent, employee or anyone acting on behalf of or legally capable of acting on behalf of the CONTRACTOR is currently an employee of CMH nor is any person using or privy to

insider information which would tend to give or give the appearance of tending to give an unfair advantage to said CONTRACTOR.

H. Contract Non-Compliance: The CMH may use a variety of means to assure implementation of and compliance with contract requirements, policies, procedures, performance standards and indicators and other mandates of the CMH. The CMH shall pursue remedial action and possible sanctions as needed to resolve outstanding issues, contract, policy procedure violations or performance concerns. In the event of non-compliance by the CONTRACTOR and/or its subcontractors, the CMH may take any of the following actions:

1. Require a plan of correction and specified status reports that become a contract performance expectation;
2. The withholding of payment;
3. Recoupment of monies from disbursement;
4. Referral moratorium;
5. Imposition of monetary sanction in amounts reasonably related to the severity of the violations;
6. Contract termination.

The Implementation of any of these actions does not require a contract amendment to implement. The sanction notice to the CONTRACTOR is sufficient authority according to this provision. The use of remedies and sanctions will typically follow a progressive approach, by the CMH reserves the right to deviate from the progression as needed to speed correction of serious, or repeated, or patterns of substantial on- compliance that places those served at risk. The CONTRACTOR can utilize the dispute resolution provisions defined elsewhere in this contract to dispute any contract compliance or sanction notice issued by the CMH.

I. Quality Improvement and Performance Indicators: The CONTRACTOR agrees to participate in the implementation of CMH's Quality Performance Improvement Program and to have its own plan. The CONTRACTOR shall meet the performance indicators set forth in **Attachment D**.

J. CONTRACTOR must meet credentialing/privileging standards that are consistent with applicable licensing, scope of practice, and Medicaid Provider Manual requirements.

K. Limited English Proficiency (LEP): The CONTRACTOR must be in compliance with the LEP requirements of the Civil Rights Act.

L. Cultural Competency: The CONTRACTOR must assure meaningful service for persons with diverse cultural backgrounds (including, but not limited to religious, ethnical, geographical, geriatric, socioeconomic, and/or disability). The CONTRACTOR shall assess the population(s) it serves, collaborating with other community agencies (e.g., Council on Aging), and training staff on any identified cultural issues.

- M. Utilization Management: CONTRACTOR agrees to participate in the implementation of the PIHP's Utilization Management Program, including Clinical Protocols specific to various services, programs or population groups.
- N. Corporate Compliance: The CONTRACTOR shall participate in the implementation of the CMH's Corporate Compliance program, including, but not limited to, providing required information for completion of compliance audits, reviews, compliance investigations, and remediation.
- O. Provider Manual: The CONTRACTOR is responsible for the knowledge of, and to implement as practice, the CMH's Provider Manual. The CMH may amend the Manual from time to time. All such documents shall constitute a part of this Contract and shall be deemed to be incorporated herein.
- P. Relationship with Other Providers (Contractors): The CONTRACTOR will disclose to the CMH a list of approved subcontractors involved in the execution of this contract.
- Q. *(for providers that are not accredited)* CONTRACTOR must be in compliance with the Administrative Rules on certification (R330.2701 et.al. Subpart 7 and Subpart 8)

OR

(for providers that are accredited) CONTRACTOR must submit a copy of the official document indicating accreditation from a national accrediting organization which will deem the CONTRACTOR to be in compliance with the certification standards.

VI. CONTRACT MONITORING/PERFORMANCE EVALUATION/PLAN OF CORRECTION:

A. CMH responsibilities:

- 1. The CMH will assign staff to assure regular monitoring and reporting on the CONTRACTOR's performance, as well as actions to assure performance improvement and compliance with all stated requirements.
- 2. The CMH's staff shall complete on-site reviews/audits of the CONTRACTOR at least annually.
- 3. The CMH has the right and authority to investigate alleged or suspected compliance violations by the CONTRACTOR, a Subcontractor or any employee, owner, or governing body member of either.
- 4. The CMH's staff shall prepare a report summarizing the findings from the on-site reviews/audits and shall forward a copy of the report to the CONTRACTOR within 30 days of the completion of the review/audit.
- 5. The CMH's staff will complete follow-up reviews/audits to verify that corrective action plans have been implemented.

B. CONTRACTOR responsibilities:

- 1. The CONTRACTOR agrees to cooperate with the CMH's Compliance Office in carrying out CMH's compliance auditing and monitoring responsibilities.

2. The CONTRACTOR agrees to produce documents that assist with the monitoring function.
 3. The CONTRACTOR shall submit a Plan of Correction to correct any deficiencies noted as a result of site review/audit findings.
 4. The CONTRACTOR agrees that failure to correct deficiencies or to respond to site review findings with the period of time specified in the request for a Plan of Correction may result in contract action of moratorium on referrals until such time as the corrective action plan is fully implemented and deficiency corrected.
- C. Solvency: The CONTRACTOR shall be financially solvent prior to commencing services required in this Agreement. The CONTRACTOR shall give immediate notice to CMH of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Agreement.
- D. Audit Requirements: CONTRACTORS receiving \$500,000.00 or more of contract funding shall ensure the completion of an annual independent financial audit by a Certified Public Accountant (CPA) for the CONTRACTOR's fiscal year that clearly indicates the operating results for the reporting period and the financial position of the CONTRACTOR at the end of the fiscal year. The CONTRACTOR shall submit a copy of this audit report, along with the Auditor's Management Letter to CMH within 30 days of receipt of the audit report but no later than March 31st following the end of the CMH fiscal year.
- E. Litigation: The CONTRACTOR shall notify the CMH immediately when there is litigation initiated against the CONTRACTOR.
- F. Notices: THE CONTRACTOR shall notify CMH within five (5) business days of any of the following events:
1. Any civil, criminal or other action or finding of any licensing/regulatory body or accrediting body, the results of which reduces, suspends, revokes or in any way limits the license or accreditation of either the CONTRACTOR or any employee or authorized subcontractor providing services pursuant to this contract.
 2. Any actual or threatened loss, suspension, restriction or revocation of CONTRACTORS license or the license of an employee or authorized subcontractor providing services pursuant to this contract;
 3. Any charge or finding or ethical or professional misconduct by the CONTRACTOR or any employee or authorized subcontractor;
 4. Any conviction of a staff member or authorized subcontractor for any offense related to the performance of his/her job duties or responsibilities.
 5. Any loss of or material change to CONTRACTORS professional Liability insurance. This provision applies to any employee or authorized subcontractor required by the CONTRACTOR to maintain separate professional liability insurance;

6. Any occurrence that requires the relocation of any CONTRACTOR service site, governance, or administrative operation for more than 24 hours.
7. For providers of specialized residential services, any relocation of a consumer's placement related to licensing issues.

VII. STANDARD CONTRACT PROVISIONS:

- A. This agreement is not exclusive and nothing contained within shall be construed to restrict the right of either party to enter into other similar contracts.
- B. The contract and its referenced attachments are intended by the parties to constitute the entire and integrated understanding between them. The contract may be modified only by written amendment. No oral amendments can be made to this contract.
- C. Attachments to this agreement are referenced below, are attached, and are incorporated into this agreement and do not require individual signatures.
 1. Attachment A: Services, Rates, and Codes
 2. Attachment B: Data Reporting
 3. Attachment C: Recipient Rights
 4. Attachment D: Performance Indicators
 5. Attachment E: Insurance Requirements
 6. Attachment F: Evidenced Based Practice Reporting Outcomes (as Applicable)
 7. Provider Manual (**CMH Internet Site: www.lifewayscmh.org**)

D. Notice Provision:

It is agreed that written communication and/or notification pursuant to this agreement shall be deemed to have been duly given if delivered or mailed, postage prepaid, to the respective party as follows:

Vicki Anderson, contract manager
LifeWays CMH
1200 N West Ave
Jackson, MI 49202

Marce O. Wandell
Jackson County Department on Aging
1715 Lansing Ave, Suite 672
Jackson, MI 49202

Fax #:517 789-1276

Fax #:517 780-4739

E-mail:vicki.anderson@lifewayscmh.org

The representatives of the parties identified above shall be the primary sources of communication regarding required notices, contractual intervention, sanctioning activity, breach, termination, or any other substantive contractual issue. Each party shall notify the other should this designation change.

Electronic mail is sufficient for day-to-day operations. Written communication is required for notice of termination, breach and/or other significant issues (e.g., investigations by Federal or State authorities, Protection and Advocacy, etc.).

- E. If any provision of the contract is deemed to be invalid or unenforceable by a Court, this contract shall be considered severable as to such provision and such provisions shall be inoperative. The remaining provisions of this contract, however, shall be valid and binding.

F. Neither this agreement nor any part of it shall be assigned, delegated, or subcontracted by the CONTRACTOR without the prior written consent of the CMH. This does not include providers that have received permission to regularly utilize subcontractors to provide credentialed services. The CONTRACTOR shall ensure that all authorized subcontracts be consistent with the provisions contained herein.

G. All liability, loss or damage as a result of claims, demands, costs or judgment arising out of activities to be carried out pursuant to the obligations of the CONTRACTOR under this contract shall be the responsibility of the CONTRACTOR, and not the responsibility of the CMH, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CONTRACTOR, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the CONTRACTOR or employees have as provided by statute or modified by court decisions. The CONTRACTOR agrees to hold harmless and indemnify the CMH from and against all loss, liability, or expense that may be incurred including reasonable attorney fees and costs by reason of any claim arising out of or in connection with the CONTRACTOR's work.

All liability, loss or damage as a result of claims, demands, costs or judgment arising out of activities to be carried out pursuant to the obligations of the CMH under this contract shall be the responsibility of the CMH, and not the responsibility of the CONTRACTOR, if the liability, loss or damages caused by, or arises out of, the actions or failure to act on the part of any CMH, its employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the CMH or employees have as provided by statute or modified by court decisions. The CMH agrees to hold harmless and indemnify the CONTRACTOR from and against all loss, liability, or expense that may be incurred including reasonable attorney fees and costs by reason of any claim arising out of or in connection with the CMH's work.

H. The CONTRACTOR shall maintain liability insurance during the life of this contract with the following coverages:

1. Commercial General Liability Insurance- Industry Standards based on size and type of provider.
2. Professional Liability Insurance- \$1,000,000 per occurrence/\$3,000,000 aggregate.

The liability insurance policy shall provide limits which are consistent with industry standards based upon the services provided by the CONTRACTOR under this contract. **(See Attachment E)**

CMH shall be identified as an additional insured on the liability insurance policy required above to the extent that the additional insured is held responsible for the acts, omissions, or negligence of the CONTRACTOR pertaining to the CONTRACTOR's work under this contract. The insurance company providing liability insurance to the CONTRACTOR shall be an authorized or eligible unauthorized State of Michigan insurer. The CONTRACTOR shall provide to CMH evidence of the liability insurance maintained by the CONTRACTOR.

- I. In the event a new contract or contract amendment is not signed by the expiration date of this agreement, the terms, conditions, and funding levels contained herein shall remain in effect until a new contract or contract amendment is entered into or termination occurs.
- J. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.
- K. An action for breach of this contract cannot be brought more than two (2) years after the occurrence of the cause of action.

IX. DISPUTE RESOLUTION:

Disputes between the CONTRACTOR and CMH related to this contract and the services provided hereunder shall be addressed by the representatives of the parties designated in section VII.D. The CONTRACTOR shall follow the dispute resolution process as outlined in the LifeWays Provider Manual. All decisions to apply contractual sanctions, authorize, continue, or discontinue CMH payments for services to consumers, or enforce specific contractual provisions will be those of CMH's Executive Director or designee. If disputes as to essential terms of this contract are not resolved by the Executive Director for the CMH, these issues will be referred for dispute resolution to the Executive Board of CMH and the CONTRACTOR's governing body. If the disputes cannot be resolved, either party may seek any available legal and/or equitable remedy. Parties agree to waive their right to trial by jury.

X. TERMINATION:

- A. Funding Contingency: This contract obligation is contingent upon the availability of sufficient MDCH funding. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with the ability of CMH to provide or maintain services or operational procedures for its service area, CMH shall give immediate notice to CONTRACTOR if it would result in any reduction of funding upon which this contract is contingent. In such an event, either party may terminate this contract as provided in this section or as otherwise mutually agreed to by the parties.
- B. This contract may be terminated or not renewed by either party without cause with sixty (60) calendar days written notification to the other party unless another date is mutually agreed to, in writing, by both parties.
- C. This contract may be terminated at the sole discretion of the CMH with written notification to the CONTRACTOR for:
 - 1. Reduction in funding.
 - 2. Material breach of the contract.
 - 3. The CMH determines or has reason to believe that the health, safety, or welfare of a consumer is jeopardized by continuation of the contract. The consumer will be immediately transferred to a new provider by the CMH.
 - 4. The CONTRACTOR commits any fraud or misrepresentation relating to the services performed under this contract.

- D. Should this contract be terminated or not renewed by either party, the CMH and the CONTRACTOR agree to participate in the development of a written transition plan within ten (10) days of notice of termination of the contract.
1. The transition plan shall specify all financial obligations known to both parties at the time of termination.
 2. The transition plan shall specify each party's responsibilities with dates of completion. In the event a date of completion cannot be met by either party, notification shall be provided in writing to the designee identified in the plan prior to the identified due date.
 3. The transition plan shall specify responsibility and dates of completion to transfer possession of relevant clinical documents, billing information for each consumer and all medications and personal property of consumers.
 4. During the transition period, the CONTRACTOR shall not be released from any obligation to provide continuing medically necessary services to a consumer until the responsibility for the consumer's services can be transferred to another CONTRACTOR. The CMH shall make payments to the CONTRACTOR for such covered services in accordance with the terms of the contract.
- E. Any termination of this contract shall not relieve either party of the obligations incurred prior to the effective date of such termination.

LifeWays Community Mental Health

Jackson County Department on Aging

Joanne Sheldon Date
Chief Executive Officer

Marce O. Wandell Date

Services Credentialed to Provide

Effective Date: January 1, 2012-December 31, 2012

PURPOSE & TERM

The purpose of this amendment is to establish and define the conditions under which Jackson County Department on Aging (JCDOA), hereafter referred to as the CONTRACTOR provides services to seniors, pursuant to LifeWays Anti-Stigma Campaign. All terms and rates are effective January 1, 2012 remain in effect through December 31, 2012. Any changes in rate(s) are negotiated and executed through an Amendment process with LifeWays and driven by fiscal or financial considerations while endeavoring to maintain the spirit of this joint venture and servicing the needs of the clients. LifeWays assumes no responsibility or liability for costs incurred by Jackson County Department on Aging prior to the effective date of this agreement. The total liability of LifeWays is limited to the terms and conditions of this agreement.

The following defines the phases of services, related documentation and mandatory reporting requirements of Jackson County Department on Aging in fulfillment of this Amendment.

STATEMENT OF WORK

The CONTRACTOR agrees to undertake, perform and complete the following anti-stigma activities in accordance with the terms and conditions of this Attachment:

1. To replace myths with facts regarding geriatric mental health
 - a. Geriatric Mental Health Coordinator will provide one community presentations per month for seniors, including mental health bingo when appropriate.
 - b. Evaluation surveys will be collected by participants and 80% will report they have gained knowledge of myths and facts surrounding geriatric mental health.
2. To change participants unfavorable perceptions of those with mental illness.
 - a. Geriatric Mental Health Coordinator will provide one community presentations per month for seniors, including mental health bingo when appropriate.
 - b. Evaluation surveys will be collected by participants and 80% will report they have changed how they view people with mental illness.

3. To increase comfortability with discussing personal or care giving-related mental health issues with health care providers.
 - a. Geriatric Mental Health Coordinator will provide one community presentations for seniors and caregivers.
 - b. Evaluation surveys will be collected by participants and 80% will report they have gained knowledge regarding discussing mental health concerns with health care providers.

4. Increase knowledge of the care giving process when providing care for a loved one who has mental illness.
 - a. Geriatric Mental Health Coordinator will provide one community presentations for seniors and caregivers.
 - b. Evaluation surveys will be collected by participants and 80% will report they have gained knowledge about providing care when assisting a loved one with mental illness.

Method of Payment

LifeWays agrees to pay Jackson County Department on Aging upon receipt of quarterly invoice the following related to Anti-stigma activities:

	Rate
Community Presentation	\$160 per event
Maximum Number of Presentations	1 per quarter
Quarterly Invoice	\$160.00 per quarter
Not to Exceed Amount	\$640.00 annually

	Rate
Care Giver Presentations	\$80 annually
Maximum Number of Presentations	1 per year
1 X invoice	\$80.00 annually
Not to Exceed Amount	\$80.00 annually

Screening & Testing:

Scope:

Other Screening and Testing: Generally accepted professional screenings or tests, other than psychological tests, that are conducted by a health care professional for the purposes of determining eligibility for specialty mental health services and supports, and the treatment needs of the beneficiary.

Service Description(s)	Service Code(s)	Modifier	Unit of Service	Rate	Outreach Rate
Screening & Testing	H0002	CH- Outreach	Encounter	\$142.38	\$199.33

Method of Payment

LifeWays agrees to pay Jackson County Department on Aging upon receipt of a clean claim, for screening and testing services performed under this contract, not to exceed \$15,000.00 annually.

Method of Payment

LifeWays agrees to pay Jackson County Department on Aging upon receipt of a clean claim, for assessment services performed under this contract, not to exceed \$15,000.00 annually.

All services provided under this contract are subject to the terms and conditions of the 2012 base contract in effect between the parties through December 31, 2012.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have fully signed this contract on the day and year first above written.

LIFEWAYS CMH

JACKSON COUNTY DEPARTMENT ON AGING

Joanne Sheldon, M.H.S.A.
Chief Executive Officer

Marce O. Wandell
Director

Executed on -----

Executed on -----

**LifeWays
Provider Reporting Requirements
Contract Attachment B**

	Reporting Requirement	Frequency
Financial		
1.	Annual Financial Audit Performance by CPA	Annually Due January 31 st
2.	Electronic Claims	Within 45 Days of Service
3.	Financial Determination/Ability to Pay	Provider completes and maintains documentation in paper file and electronic consumer information system.
Network Management		
4.	CAFAS/PECFAS	Electronic CAFAS/PECFAS administered at Intake, Quarterly, Annually at IPOS, and Discharge for all Children Services - https://app.fasoutcomes.com/login.aspx
5.	Certificate of Professional Liability Insurance	Annually At time of renewal.
6.	Consumer Satisfaction Annual Report	Annually with QI Plan or Separate Year-End Report Due January 31 st
7.	Corporate Compliance Plan	Annually Due January 31 st
8.	Crisis Residential Performance Indicator Report	Quarterly Due January 31 st , April 30 th , July 31 st , Oct 31 st
9.	QI Reporting Requirements	At Intake, Annually and upon change Reference: Attached QI Reporting Requirements
10.	Quality Improvement Plan and Annual Evaluation	Annually Due January 31 st
11.	Sentinel Events	Documentation provided to LifeWays Quality Management Dept. as requested following a sentinel event.
Office of Recipient Rights		
12.	Incident Reporting	Critical Incidents are to be reported within 48 hours to ORR. Reference: LifeWays Provider Manual, Recipient Rights, Incident Report Process
Utilization Management		
13.	Service Authorization Request	Authorization Requests made as needed based on medical necessity and in a timely manner to ensure continuity of care for the consumer

ATTACHMENT C

PROVIDER OBLIGATIONS TO RECIPIENT RIGHTS PROTECTION

The responsibilities of Provider pertaining to the rights of recipients served under the authority granted by this Agreement include the following:

1. Duty to Promote and Protect

Provider shall promote the rights of recipients and protect recipients from violations of rights guaranteed by the Michigan Mental Health Code and by other federal and state laws, rules, regulations, policies, and procedures applicable to services delivered by the Provider in compliance with this agreement.

2. Jurisdiction

- a. Provider accepts the jurisdiction of Payor's Office of Recipient Rights over the rights protection system for all recipients receiving mental health services under the terms of this Agreement.
- b. Payor's Office of Recipient Rights reserves the right to delegate another CMHSP's Office of Recipient Rights to conduct a recipient rights investigation or to monitor Provider's services on Payor's behalf.

3. Unimpeded Access

Provider shall grant staff of Payor's Office of Recipient Rights or its designee unrestricted access to Provider's premises, employees, records, and recipients rendered services under this Agreement in order for Payor's Office of Recipient Rights to exercise its investigation or monitoring functions.

4. Postings and Notification of Rights

- a. Provider shall display any posters required by Payor's Office of Recipient Rights in a location conspicuous to recipients and visitors at each service site operated by the provider. Provider may only use another posting upon prior approval from Payor's Office of Recipient Rights. Such alternative postings must specify the name, address, and telephone number of Payor's Recipient Rights Officer.
- b. Provider shall ensure that copies of the MDCH publication "Your Rights," labeled with the address and telephone number of Payor's Office of Recipient Rights, and in alternative formats as appropriate, are made publicly available at each site operated by Provider, and that Recipient Rights complaint forms are available to any person.
- c. Provider shall additionally orally explain the rights specific to the services rendered by Provider in a manner understandable to all recipients, family members, and legal representatives, both at the time services are initiated and no less than annually.

5. Training

- a. Provider shall assure and maintain documentation that Provider and all of Provider's employees or agents receive training in recipient rights protection before or within 30 days after being employed and annually thereafter.
- b. Provider shall assure that Provider and all of Provider's employees or agents receive Recipient Rights training directly from Payor's Office of Recipient Rights, except under the following circumstances:
 - i. If Provider requests and receives prior approval from Payor's Office of Recipient Rights to obtain recipient rights training from another CMHSP whose Recipient Rights protection system has been found in substantial compliance with the MDCH Office of Recipient Rights; or.
 - ii. If the Provider requests and receives prior approval from Payor's Office of Recipient Rights to utilize any other recipient rights training curriculum developed by Provider or obtained from another source

6. Policies and Procedures

- a. Except as provided under subsection 6.b., Provider agrees to comply with all Payor's Policies and Procedures pertaining to Recipient Rights as Payor makes available to Provider.
- b. Provider agrees to distribute and maintain copies of all current Recipient Rights Policies and Procedures required by Payor at each service site operated by the Provider and in a location available to all Provider's employees or agents.

7. Duty to Report Recipient Rights Violations

- a. Provider shall promptly report to Payor's Office of Recipient Rights all apparent or suspected recipient rights violations known by Provider or by any of its employees or agents. Provider shall also assure that all

incidents involving the apparent or suspected abuse or neglect or the death, serious injury, or unexplained injury of a recipient are immediately reported (in person, by phone, or by voice mail message) directly to Payor's Office of Recipient Rights. Provider shall subsequently submit a written report of such incidents directly to Payor's Office of Recipient Rights within 24 hours of the time Provider or its employees or agents learned of the incident.

- b. Provider shall immediately forward to the Payor's Office of Recipient Rights any and all recipient rights complaints received by Provider, whether communicated orally or in writing to Provider or its employees or agents.

5. Duty to Cooperate

Provider and its employees and agents shall fully cooperate with all investigations and monitoring activities conducted by the Payor's Office of Recipient Rights or its designees by answering questions orally and/or in writing in a timely manner as requested by Payor's Office of Recipient Rights or its designee.

8. Freedom from Retaliation or Harassment

Provider shall refrain from retaliating against or harassing any person who participates in a Recipient Rights activity.

9. Remedial and Corrective Action

- a. Upon investigation and substantiation of a rights complaint by Payor's Office of Recipient Rights or its designee, Provider shall take appropriate remedial action as recommended by Payor's Office of Recipient Rights. Remedial action shall be considered appropriate only when Payor determines it is adequate to correct the violation and prevent a recurrence and when it is completed in a timely manner with documentation submitted to Payor's Office of Recipient Rights.

- b. Provider also agrees to implement and submit proof of corrective action of deficiencies in Recipient Rights protection identified during monitoring activities conducted by Payor's Office of Recipient Rights.

10. Sanctions

Payor reserves the right to impose sanctions upon Provider within the terms of this Agreement for failure to appropriately remediate rights violations or to correct other deficiencies pertaining to rights protection as determined by Payor's Office of Recipient Rights.

LifeWays
Performance Indicators
Contract Attachment D

Domain	Indicator Type	PERFORMANCE INDICATOR	Goal/Standard	Data Source	Cycle
MIMPBS REQUIREMENT					
Access Measure	Performance Indicator	The percent of persons discharged from a psychiatric inpatient unit who are seen for follow-up care within 7 days for which the therapist is the primary care clinician.	>95%	LifeWays Information System	Quarterly/Annually
Access Measure	Performance Indicator	The percent of person receiving a face-to-face assessment with a professional within 14 calendar days of a non-emergency request for service.	>95%	LifeWays Information System	Quarterly/Annually
Efficiency and Adequacy	Performance Indicator	The percent of persons starting any needed on-going service within 14 days of a non-emergent assessment with a professional.	>95%	LifeWays Information System	Quarterly/Annually
Outcome Measures	Performance Indicator	The percent of persons readmitted to an inpatient psychiatric unit within 30 days of discharge.	<15%	LifeWays Information System	Quarterly/Annually
Reference: LifeWays Provider Manual, Provider Requirements, Timeliness Reporting Requirements					
HAB SUPPORTS WAIVER ENROLLEE REQUIREMENTS					
		The percent of persons enrolled in the Habilitation Supports Waiver who receive at least one HSW service per month other than Supports Coordination	>98%	LifeWays Information System	Monthly
		The percent of persons enrolled in the Habilitation Supports Waiver who have current recertification's.	>98%	LifeWays Information System	Monthly
		The percent of persons enrolled in the Habilitation Supports Waiver who are eligible for Medicaid during the current month of service.	>98%	LifeWays Information System	Monthly
CUSTOMER SATISFACTION SURVEY					
Outcome Measures	Program Outcomes	The percent satisfaction reported by consumers served. Results of satisfaction activities (i.e. surveys, focus groups, and/or suggestion forms, etc.) must be submitted to LifeWays QM at least annually, either within the provider QI Plan or in a separate year-end report. See Standards and Best practice, QI and Performance Monitoring, QI.3.5.1	Provider Defined	Provider Self Report	Annual
EVIDENCE-BASED AND PROMISING PRACTICE PROGRAM OUTCOME REPORTING					
Outcome Measures	Program Outcomes	Program Outcomes Reporting Form – ACT, IDDT, FPE, MST, Supported Employment, Wraparound (See Attachment F for detailed outcome measures)	See Attachment E	Provider Self Report	Semi-Annual

**RESOLUTION (03-12.6) APPROVING
DEPARTMENT ON AGING MILLAGE PROPOSAL**

WHEREAS, Act 39 of the Public Acts of 1976 expressly authorizes the Board of Commissioners for the County of Jackson to appropriate funds to organizations for the purpose of providing activities or services to older persons, being individuals sixty (60) years of age or older of Jackson County; and

WHEREAS, the Board of Commissioners for the County of Jackson seeks to have the voters of the County determine whether or not they desire to continue to raise funds for the purpose of supportive activities directed toward the provision of senior citizen services by renewing the millage of 0.25 of one (1) mill for a period of eight (8) years, 2013 through 2020;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the following proposal be submitted to the qualified voters of the County of Jackson at the next State Primary Election to be held in the County on Tuesday, August 7, 2012:

**COUNTY OF JACKSON
DEPARTMENT ON AGING
MILLAGE RENEWAL AND RESTORATION QUESTION**

For the purpose of renewing and restoring funding necessary to maintain services for senior citizens in Jackson County at the same millage level previously approved by the voters in 2004, shall the constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Jackson, Michigan, of the previously authorized reduced millage of 0.2473 of one (1) mill be restored, and a renewal of 0.0027 of one (1) mill, to return to the previously voted **total limitation of 0.25 mill** (\$0.25 per \$1,000 of taxable value), for a **period of eight (8) years** (2013-2020) inclusive?

If approved and levied in full, this millage will raise an estimated \$992,000.00 in the first calendar year of the levy based on taxable value.

If approved and levied, in accordance with State law a portion of the millage may be distributed to the Downtown Development Authorities of the City of Jackson, the Villages of Grass Lake and Springport, and the Townships of Blackman and Leoni; the Local Development Finance Authorities of the Village of Parma and the Township of Blackman; and the Brownfield Redevelopment Authority of the City of Jackson.

YES []
NO []

2. The proposition shall be stated on the ballots to be prepared and distributed in the manner provided by law.
3. All Public Officials of the County of Jackson, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, be and are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of Jackson County at the State Primary election to be held in the County on Tuesday, August 7, 2012.



Jackson County Department on Aging

Marce Wandell, Director

TO: Human Services Committee
Board of County Commissioners

FROM: Marce Wandell, Director

SUBJECT: Millage Renewal

DATE: March 2, 2012

Motion Requested

Approval of a resolution to place on the August 7, 2012 primary election ballot a proposal to renew and restore a 0.25 of one mill Department on Aging millage for a period of eight years (2013-2020). Ballot wording regarding the amount restored (currently 0.2473) and the amount renewed (currently 0.0027), both which will total 0.25 of one mill, will be finalized when the 2012 actual millage reduction rate is calculated in May, 2012.

I. Background

- A. Voters approved an eight year 0.25 mill Senior Millage on August 2, 2004. This millage will expire December 31, 2012.
- B. Commissioners expected Senior Millage funds to replace anticipated state and grant funding reductions for senior services, as well as increase services to seniors.

II. Current Situation

- A. Comparing 2010 Department on Aging revenue with 2004 pre-Senior Millage revenue, 33.5% of the Senior Millage replaced lost revenue (primarily state funding), and 66.5% paid for services to seniors.
- B. Comparing 2010 Department on Aging services with 2004 pre-Senior Millage:
 - Homemaker and bathing assistance increased 51%
 - Alzheimer's Respite increased 80%
 - Chore Services increased 76%
 - Meals on Wheels increased 21%
 - Counseling services tripled
 - Caregiver Education and Support Services doubled
- C. Senior Millage was 38.7% of Department on Aging revenue in 2010, the largest portion of the department's revenue.
- D. Senior Millage supports Older American's Act grant funding, which was 38.4% of the department's revenue in 2010.

Analysis

- E. **Strategic** - Department on Aging services are part of the Board's strategic goals for Healthy Community, and Cultural and Recreational Opportunities.
- F. **Financial** – Without Senior Millage funds (approximately \$992,000 annually), services to seniors in Jackson County will be reduced. (See "Alternatives" below.)

Note: A 0.25 millage renewal should maintain current hours of service, but a renewal will not provide adequate revenue to provide in-home services as Baby Boomers age. In other words, as more seniors request home services in the coming years, waiting lists for homemaker, personal care, and respite services are expected.
- G. **Legal** – Act 39 of the Public Acts of 1976 authorizes local units of government to appropriate funds for the purpose of providing services to older adults.
- H. **Timing** – Request approval by the Board of Commissioners in March 2012, for placement of a 0.25 mill Department on Aging millage renewal on the August 7, 2012 primary ballot.

III. Alternatives

Alternatives to not having Senior Millage revenue will be to reduce services to seniors. For example: close six senior nutrition sites, leaving two senior sites operating at reduced hours; replace hot Meals on Wheels with weekly frozen meals; stop homemaker-only service, providing service to bathing assistance clients only; stop all homebound counseling services; reduce respite hours.

IV. Recommendation

The Department on Aging Director respectfully requests approval of an eight year 0.25 of one mill Department on Aging Millage Renewal and Restoration Question on the August 7, 2012, primary election ballot.

Attachment: A draft Department on Aging Millage resolution is attached.

Senior Millage Renewal

Aug. 7th

Primary Election



Marce Wandell, Director
3/1/12



Jackson County Residents 2010



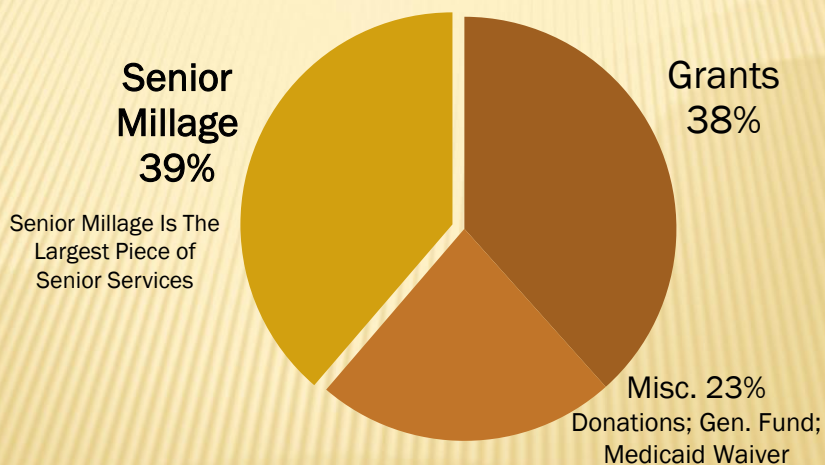
32,000 Age 60 and Older

20% of total Jackson County population

5,516 more age 60+
Compared to 2000 Census

20.8% increase

Department on Aging
Revenue Sources 2010



JACKSON COUNTY

Department on Aging

Mission

**Helping Seniors to Live More Full, Active,
And Independent Lives**





JACKSON COUNTY
Department on Aging

Two Primary Components of Department on Aging Services:

Senior Sites



Home Services



JACKSON COUNTY
Department on Aging

8 Senior Sites

Crouch Senior Center
Henrietta
Michigan Center
Napoleon
Norvell
Park Forest
Spring Arbor Senior Center
Word of Light



10% of Senior Millage Supports

Senior Site Programs

- Nutritious Meals
- Volunteering
- Health Education
- Computer Classes
- Exercise Classes

530 Seniors a Month
Eat a Congregate Meal
Over 1,900 Seniors A Year



Each Meal Provides
1/3rd Dietary
Requirement



1,390
Participated In
77 Senior Center Programs

90% of Senior Millage Supports

Home Services



- Meals on Wheels
- Personal Care
- Homemaker
- Respite
- In-Home Assessments
- Counseling
- Caregiver Support
- Gatekeeper
- Chore
- Unmet Needs



Meals on Wheels

- 580 Homebound Seniors Receive
- 17,900 Meals a Month
- 900 Meals a Day Average
 - Hot, cold, frozen



214,900
Meals on Wheels
To 1,059 Residents
In 2011

Home Services

In one month -

- 530 Seniors Receive
- 3,200 Hours of Home Services



- Personal Care
- Homemaker
- Respite
- Counseling
- Gatekeeper
- In-Home Assessments
- Caregiver Supports



Social Work

Social Workers Meet With Seniors In Their Home

- In-Home Assessments
- Counseling
 - Homebound Seniors
 - Caregivers
- Memory and Depression Screens
- Gatekeeper



Caregiver Support

Helping Family Caregivers

- Alzheimer's Respite
- Creating Confident Caregivers Training
- Support Groups
 - Caregiver Support Group
 - Grandparents Raising Grandchildren



More Services



MMAP - Medicare Medicaid Assistance Program

MMAP helped **770** Seniors lower their premium costs by \$ 2,000,400



Volunteer Income Tax Assistance

In collaboration with Community Action Agency



MiCAFE – Michigan’s Coordinated Access to Food for the Elderly

Helping seniors apply for Food Assistance and Medicaid benefits

Fees are not charged for services.

Clients are asked to give a Fair Share donation.

Per Older American’s Act Funding Requirement



Senior Millage and Grants

Provide Home Services To Seniors Not Eligible For
MI Choice Medicaid Waiver



Medicaid Waiver Eligibility:

- Less than \$2,000 in assets **and**
- Monthly income less than \$2,200 **and**
- “Medically appropriate for nursing home placement”

Senior Millage Renewal August 7th

COUNTY OF JACKSON
DEPARTMENT ON AGING
MILLAGE RENEWAL AND RESTORATION
QUESTION

For the purpose of renewing and restoring funding necessary to maintain services for senior citizens in Jackson County at the same millage level previously approved by the voters in 2004, shall the constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Jackson, Michigan, of the previously authorized reduced millage of 0.2473 of one (1) mill be restored, and a renewal of 0.0027 of one (1) mill, to return to the previously voted **total limitation of 0.25 mill** (\$0.25 per \$1,000 of taxable value), for a **period of eight (8) years** (2013-2020) inclusive?
If approved and levied in full, this millage will raise an estimated \$992,000.00 in the first calendar year of the levy based on taxable value.

0.25 Mills
For Eight Years

Example: \$100,000 home
(\$50,000 taxable value)

\$12.50 Annual Property tax

Senior Millage Renewal Will Maintain Service Levels –

It will not meet demand as
“Baby Boomers” Age



JACKSON COUNTY
Department on Aging

Senior Millage Supports

Senior Sites

Promote Staying Active
& Good Nutrition

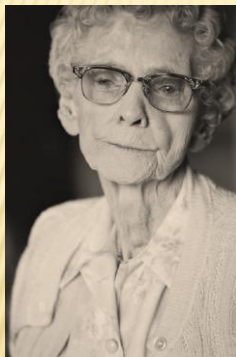


Home Services

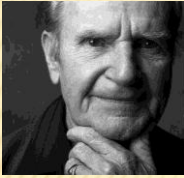
Support Families &
Delay Long Term Care



Home Services Delay Long Term Care



Personal Experience



JACKSON—I was the caregiver to my wife for more than 10 years. The last two years of her life were overwhelming. Without help from the Department on Aging, I could not have kept her at home and would have had to place her.

My wife had dementia and needed 24-hour supervision. Being her caregiver 24 hours a day was very tiring emotionally and physically. The social worker there would talk to me any time I needed to voice my concerns. She arranged services and was there for support. Respite was used so that I could get groceries, pay bills and have a break. Meals were needed since I was not the best cook and she was a wanderer and needed constant supervision.

Personal care did the bathing, since in the later stages she was incontinent. Homemaking helped by keeping the place tidy—the last thing on my mind. They even arranged for us to get a ramp, since our steps were falling apart.

As you can tell, the Department on Aging was there for my wife and me, and I want them to be there for others. The cost for a year of support is less than what I pay for my fishing license or for you to get the paper for a month. So for seniors and their families who may need help now and in the future, remember to vote.

No Senior Millage =

- Replace hot Meals on Wheels with weekly frozen meals
- Eliminate every-other-week Homemaker Service
- Reduce Respite hours
- Eliminate Counseling
- Close 6 senior sites



Jackson County ADMINISTRATOR / CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy Administrator

SUBJECT: Appointment of Equalization Director

DATE: March 7, 2012

Motion Requested

Appoint Ruth Scott as the Jackson County Equalization Director and approve the recommended compensation plan.

I. Background

- A. The Equalization Director position was vacated in August of 2011.
- B. The Administrator/Controller's Office has recruited the position over a number of months and has interviewed five candidates.

II. Current Situation

- A. The interview panel recommends Ms. Ruth Scott, currently the Assessor of Record for Columbia Township to fill the Equalization Director vacancy.
- B. Ms. Scott is currently a Michigan Advanced Assessing Officer (MAAO). For those familiar with the old system of classification, this is the equivalent of a Level 3. State law requires that a Michigan Master Assessing Officer (MMAO) sign the roles for Jackson County based on the total assessed value. The State allows a grace period to allow MAAO's to sign roles while pursuing MMAO certification.
- C. I have spoken with State Treasury regarding the recommendation of Ms. Scott's appointment. They advised that she could sign the roles on a temporary basis or another MMAO could sign the tax roles for her.
- D. We have given Ms. Scott a conditional offer of employment. First, her offer is contingent upon approval by the Jackson County Board of Commissioners. Second, her appointment is contingent upon acceptance to the MMAO 2013 cohort.

- E. Ms. Scott has made application for the MMAO class. Based upon my conversation with State Treasury, I am hopeful for her acceptance into the cohort. The cohort is one year in duration, upon which, if Ms. Scott successfully completes the coursework, she would receive MMAO certification.
- F. We also recommend approval of residual equalization budget to be used for consultation services for Ms. Scott for the first year of her employment. We would contract with a current MMAO to advise Ms. Scott on the completion of her new duties as County Equalization Director.

III. Analysis

- A. **Strategic** – The Equalization function is state mandated, and provides a critical role of ensuring equity between the many assessing units within the county. All taxing entities depend on the equalization function to ensure revenue for services.
 - B. **Financial** – The beginning rate of pay for Ms. Scott will be \$71,633. Upon receiving her MMAO certification she will be bumped to \$80,220. The previous Equalization Director was paid \$84,468.80. This leaves a difference of \$12,835 which was budgeted for 2012. Our intent is to use that residual salary to pay for consulting services for Ms. Scott.
 - C. **Legal** – By County policy and State law, the Board appoints the Equalization Director.
 - D. **Timing** – The County Equalization Director has been vacant for almost 6 months. Approval of Ms. Scott in March will allow her to begin in April. Ms. Scott has, very honorably, requested to stay on staff at Columbia Township until the end of Board of Reviews, which concludes in March.
- IV. **Alternatives** – The Board can choose to take no action. We do not have a candidate of second choice. We would re-advertise for the position.

V. Recommendation

The Administrator/Controller's Office recommends the appointment of Ruth Scott as Jackson County Equalization Director and the recommended compensation plan.

Attachments:

Resume for Ms. Ruth Scott
Offer of Employment

Professional Qualifications Summary

Over 13 years in Administration with the past 9 years in the Assessing Profession

- ❖ Experienced in management of assessing staff
 - ❖ Knowledgeable in Assessment Administration relating to Ad Valorem, IFT, Tool & Die Renaissance Zones, DDA & Brownfield properties.
 - ❖ Experienced in creating and defending an assessment roll
 - ❖ Experienced in creating a tax roll
 - ❖ Proficient in calculation of ratio, land value and ECF studies for all classes of property
 - ❖ Experienced in creation and presentation of board reports
 - ❖ Proficient in BS&A, Apex, GIS, Pictometry and Microsoft Office products.
 - ❖ Experienced in Project Management
-

Professional Experience & Accomplishments

[2005 – Present]

COLUMBIA TOWNSHIP

Brooklyn, MI 49230

Assessor of Record / IT Coordinator

- Assessment administration including all aspects of Ad-Valorem, IFT and Tool & Die Renaissance zones, Brooklyn Village DDA, PRD & Brownfield districts.
- Departmental Budgeting
- Monthly reporting and advisory resource to Township Board of Trustees.
- Management and supervision of office and field staff
- Utilization of BS&A assessing, tax and special assessment software; Apex sketching software; GIS & Pictometry aerial imaging software, Microsoft office products.
- Project planning & coordination of all purchase and training of hardware and software for township business office.

Accomplishments & Contributions

- Discovered and successfully resolved longstanding issue pertaining to miscalculation of Taxable Value resulting from court order regarding 1995-2000 state ordered reval. Recalculated ensuing years on affected parcels and corrected under the authority of the State Tax Commission in 2006.
- Developed and managed plan for complete review and revaluation of all structures and land improvements for all classes of property including property visits, photographing all structures and verifying /correcting all data. Initiated complete reval of all land values in agricultural, residential, commercial, industrial and developmental classes by restructuring land groups, verifying and correcting land areas and recalculating land values for 6000+ parcels including 3 lakes, 2 villages and 2 commercial/industrial corridors. (2007 – present approx 75% complete)
- Initiated and supervised project to review & verify legal descriptions and corresponding land area by utilization of apex survey software for all land in township. (2009 – approx 30% complete)
- Successfully represented Columbia Township in 150+ cases in the Michigan Tax Tribunal.

- Conducted complete audit of all tax exempt parcels
- Developed application process for entities claiming exempt charitable status.
- Coordinated purchase, training and implementation of conversion to .NET platform for all BS&A products.

[2002-2005]

SPRING ARBOR TOWNSHIP

Spring Arbor, MI

Zoning Administrator/Assistant Assessor

- Assessment Administration including:
 - Residential, agricultural and commercial mass appraisal using primarily cost approach, maintaining record cards and property data using BS&A Equalizer, field work including review of existing structures and new construction, maintaining maps, sketches and legal descriptions, processing land divisions, conducting statistical analysis of sales data including residential sales studies, vacant land value studies, ECF etc.
- Liaison and advisor to Planning Commission for site plan review, conditional use, rezoning requests and ordinance revision and interpretation and Land Use Planning.
- Project coordinator for all developments requiring site plans; including initial meeting with developers to advise on requirements, maintain all records on developments and track progress to assure deadlines and conditions compliance. Maintain architect drawings.
- Liaison to Zoning Board of Appeals, ordinance enforcement appeals and variance requests.

Accomplishments & Contributions

- Proposed & drafted complete reorganization and rewrite of Spring Arbor Township Zoning Ordinance.
- Facilitated writing of Master Plan for Spring Arbor Township.
- Developed database to manage development projects & maintain building and development records.

[1998-2002]

WARDCRAFT INC

Spring Arbor, MI

Rep Administrator

- Administration of international rep sales force (approx. 30 rep houses, 110 individual reps): Provide support, troubleshoot problems, keep stat's to track and analyze performance, keep lines of communication open and provide direction.
- Developed marketing programs as part of team, for rep firms.
- Developed partnership plans as part of team, with other businesses and rep firms.
- Ongoing management and tracking of marketing and partnership plans with other businesses and rep firms.

Accomplishments & Contributions

- Developed Database, streamlined and organized administrative tracking system for marketing department.
- Project management for complete rework of Sales Literature in industrial environment.

[1990-1997]

VARIOUS

Jackson, MI

Worked part-time while children were young in support administrative and clerical positions.
Details available upon request.

Education and Professional Development

- College course work in science, business administration, information technology and marketing. (approx. 2 years, working toward bachelors degree)
- Assessor Level 1 & 2 & 3 certification. 2002, 2003, 2006.
- **Continuing Education:**
Please see Attached Addendum
- **Educational & Professional Goals:**
Complete requirements and obtain MMAO Certification
Complete Bachelor's Degree in Business Administration

Affiliations and Committee Experience

- MICHIGAN ASSESSORS ASSOCIATION – Currently Serving on Board of Directors as District 2 Representative, Member 7 years
- MAA LEGISLATIVE COMMITTEE – Member 6 years
- MAA BYLAWS COMMITTEE – 2011 Chair, 2012 member
- MEMBERSHIP SERVICES COMMITTEE – 2012 Chair
- JACKSON COUNTY ASSESSORS ASSOCIATION – 2010 & 2011 President, Member 10 years
- JACKSON COUNTY STANDARDS COMMITTEE – Member 6 years
- IAAO – Member 6 years

References

Lewis Rogers
7273 Prattville Rd.
Pittsford, MI 49271

State of Michigan
Assessment and Certification Division Supervisor
Cell: 517-243-0784

David Lee
402 Coppersmith Dr.
Mason, MI 48854

City of East Lansing, Meridian Township
Assessor
Cell: 517-319-6880

Evelyn Markowski
1109 Franklin St
Jackson, MI 49201

Blackman Township
Assessor
Bus: 517-783-4345 Ext. 119

Addendum

Continuing Education:

2002	BS&A	Equalizer Level 1
2002	BS&A	Equalizer Level 2
2002	MAA	Semester Long Level 1 Assessment Certification Course
2002	MTA	Managing the Land Division Act, the Open Space Preservation Act and Coordinated Planning
2003	MAA	Level 2 Certification Class
2004	Holloway's	USPAP
2005	Henry Ford CC	Property Appraisal Principles
2005	Henry Ford CC	Property Tax Law & Exemptions
2005	MAA	Michigan Tax Tribunal
2005	MAA	Personal Property
2005	MAA	Statistics In Assessing
2006	BS&A	Equalizer Level 3
2006	IAAO	102 - Income Approach to Valuation
2006	MAA	Narrative Appraisal Review
2007	Jackson County	Land Values & ECFs
2007	MAA	Planning & Adminstrating Finance
2007	MAA	Administration for Assessors
2007	MAA	Abatements and Authorities
2008	ESRI	GIS Introduction & Basics
2008	IAAO	257 - Fundamentals of Industrial Appraisal
2008	MAA	Unleashing your Equalizer Database
2009	BS&A	Fund Accounting
2009	Imagin Conference	GIS & Mapping for Improved Property Management
2009	MAA	Narrative Report Writing
2009	MAA	Advanced Income Part 1
2009	MAA	Advanced Income Part 2
2010	BS&A	Getting Started with .Net
2010	MAA	Depreciation Determination
2010	MAA	Green Construction
2010	MAA	Leveraging Your .Net
2011	JCAA	PRE Administration
2011	MAA	Commercial & Industrial Appraisal – 1
2011	MAA	Commercial & Industrial Appraisal - 2



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller Adam J. Brown, Deputy Administrator

February 23, 2012

Ruth Scott, MAAO
3410 Dearing Rd.
Spring Arbor, MI 49283

Dear Ms. Scott,

I am pleased to present you an official offer of employment to be the Equalization Director for Jackson County, Michigan. This offer is contingent upon several factors:

1. Approval by the Jackson County Board of Commissioners.
2. Acceptance to the MMAO 2013 cohort.

As per our verbal commitment your beginning rate of pay will be at the Grade 17, 15 year step, which is \$71,633. Upon receiving your MMAO certification your annual salary will be increased to Grade 19, 3 year step at \$80,220. You will be eligible for each market adjustment raise given to non-union employees each year as well as the additional steps in Grade 19 at five, ten, and fifteen years of service.

This offer of employment will be contingent upon verification of academic records and a background check. By signing this offer of employment you give your consent for the County to conduct these follow-up activities. Our staff will request signature of the appropriate forms in addition to this letter.

As a condition of employment we ask that you not participate in any political activity, such as participating in the campaigns of elected officials, while you are employed with Jackson County. We strive to maintain an office of political neutrality.

We are excited for you to join our team. We look forward to your contribution to Jackson County. Please call me if I can be of any assistance during your transition. Please sign a copy of this letter and return it to me by email or fax.

2/23/2012

EQ Director Offer

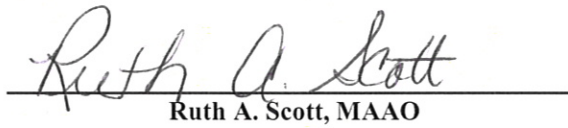
Sincerely,



Adam J. Brown
Deputy County Administrator

Cc: Michael R. Overton, Administrator/Controller
Personnel File

I hereby accept this offer of employment with Jackson County:


Ruth A. Scott, MAAO



Jackson County INFORMATION TECHNOLOGY

Connie Frey, Director

TO: Personnel and Finance Committee
Board of County Commissioners

FROM: Connie Frey
Information Technology Director

SUBJECT: Information Technologies Re-organization

DATE: March 7, 2012

Motion Requested

Approve creation of a Network Administrator (grade 14), a Workflow Administrator for Document Imaging Systems (grade 13), and a SQL Administrator (Grade 13); elimination of the Deputy Director position (grade 16) and three Assistant Network Administrators (Grade 12); and upgrade the Geographic Information System Technician (Grade 10) to a GIS Analyst (Grade 11).

I. Background

- A. The Information Technology Department has added multiple contracts for IT support over the past few years, including the Jackson County Medical Care Facility, The Road Commission, and some services with the City of Jackson. These additions have added new services, end users, and more complex applications.
- B. Over the past 4 years we have consistently moved applications to SQL database. We have SQL in an enterprise virtual environment. This consolidation saves on hardware and provides backup, failover and redundancy.

Some of the applications moved to SQL are:

AS/400 Sheriff Records System to New World SQL solution
BS&A Pervasive database solution to BS&A .net SQL solution
Friend of the Court Alchemy Imaging System to SQL Onbase Imaging solution
Performance Impact, Sysaid, and Facilities Desk are just a few more.

As this environment continues to grow it would be in the best interest of the county to have a SQL Database Administrator to assure proper configuration and management of these databases.

- C. We now have an enterprise document management system for Imaging. This will allow workflow improvements both internally and across departments. The growth of this

system will best be implemented with an internal Document Manager to organize, develop and maintain the efficiencies that can be implemented from this system.

- D. As we have had a functional Network Administrator for several years the job title or pay scale has not reflected it. The continued growth and demands have been consistently met for the last 4 years and it is time to acknowledge that position.
- E. Geographic Information Systems (GIS) was recently moved under the direction of the IT Director. Now that these offices are working more closely together, there are more opportunities to work collaboratively. The GIS technician will now be working at an analyst level. The job description should reflect these additional duties.

II. Current Situation

- A. The evolution of technology and the expansion of service drive the need for change and adaptation.
- B. The Information Technology Department has operated with a Director and Deputy Director for some years.
- C. As staff has met the needs and continued to grow through this change it is time to organize properly to assure continuity of service. We are proposing a flatter, less hierarchical organization to meet these needs by a system of coordinators. To accomplish this we propose to eliminate the Deputy Director position, currently vacant, to create a SQL Administrator. Additionally, we would promote two Assistant Network Administrators, currently performing these duties, to a Network Administrator and a Workflow Administrator. This would essentially, provide a coordinator position for our five major functions: Network, Imaging, GIS, Website, and Database Systems. The remaining Assistant Network Administrators will serve backup rolls to each coordinator.

III. Analysis

- A. **Strategic** – Information Technology is an essential component of supporting all of the Board's strategic goals. This will provide a structure for teamwork, backup training, and support that crosses previous barriers. Our goal is to be a cohesive and effective team of employees. This structure recognizes the need to share the managerial functions more broadly.
- B. **Financial** – This reorganization will have no additional cost. There will be a net reduction of \$16,177 after all of the proposed changes. This plan includes no changes to the number of full-time equivalent employees (FTE) in the IT Department.
- C. **Timing** – As the Active Directory migration and BS&A migration come to a close it is a good time to address this structural change.

D. **Legal/Policy** – Board action is required to create and reclassify positions.

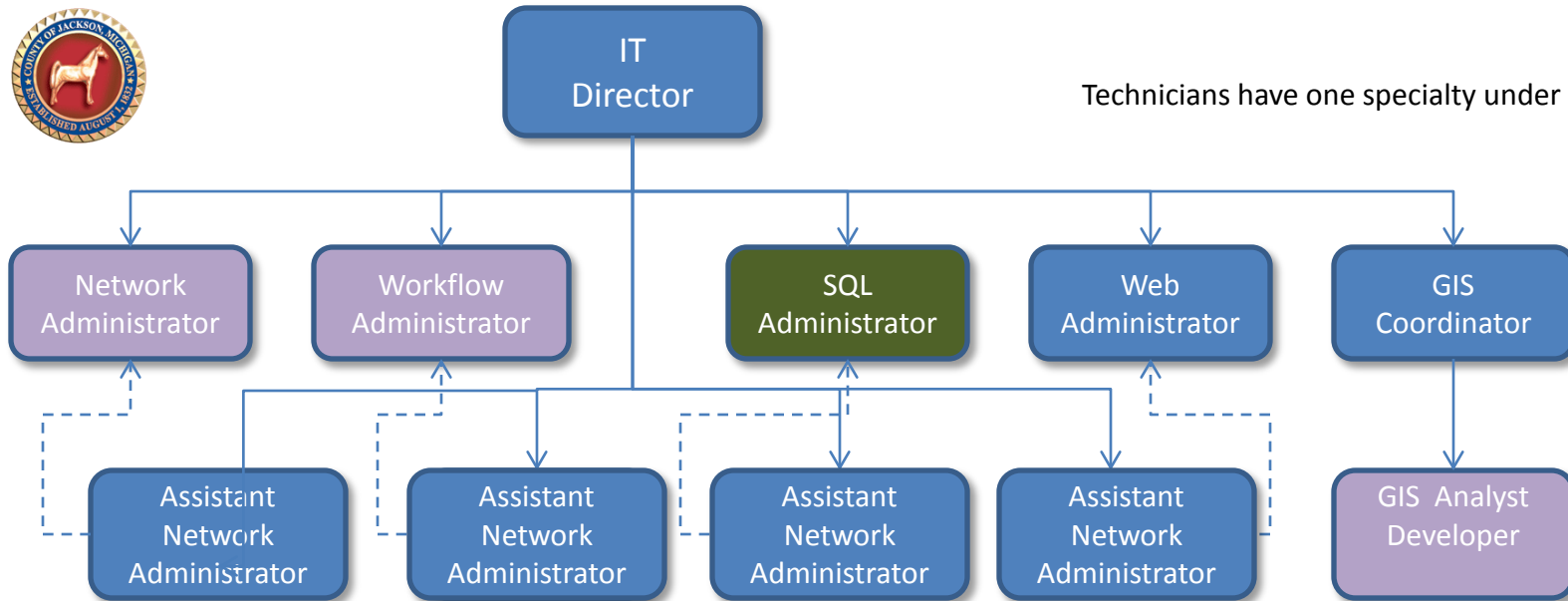
IV. Recommendation

The Information Technology Director requests the Personnel and Finance Committee and Board of Commissioners to approve creation of a Network Administrator (grade 14), a Workflow Administrator for Document Imaging Systems (grade 13), and a SQL Administrator (Grade 13); elimination of the Deputy Director position (grade 16) and three Assistant Network Administrators (Grade 12); and upgrade the Geographic Information System Technician (Grade 10) to a GIS Analyst (Grade 11).

Attachments:

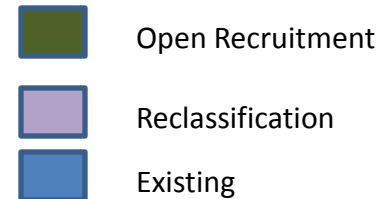
Proposed Organization Chart

Information Technology Reorganization



Current Staff

Aaron Medley – Tech/Network Administrator
Aaron Boyles – Tech/Workflow Administrator
Angie Belaire - Tech
Sharon Hubbell - Webmaster
Scott Ambs – GIS Coordinator
Nick Nolte – GIS Analyst
Dave McFarland - Tech
Koffi Dodzro - Tech
Nate Haack - Tech
Connie Frey – Director
Vacant – SQL DBA





Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

To: Personnel & Finance Committee

From: Michael Overton, Administrator/Controller

Re: Departmental Reorganization

Date: March 6, 2012

Motion Requested: As part of a departmental reorganization involving the County Administrator's Office, Administrative Services and Human Resources, to approve shifting .10 FTE from Administrator/Controller (101201) to Human Resources/Pension (101226), shift .05 FTE from Finance (101223) to Human Resources (101226), and create a part-time Staff Accountant position to reallocate .35 FTE from part-time Administrative Assistant to Staff Accountant within the Finance Department.

I. Background

- A. Over the past several years the County Administrator's Office, Administrative Services and Human Resources departments have all undergone staffing reductions. Staffing complements are below even lean levels for service delivery.
- B. In September, 2011 a Service Agreement was adopted between the Jackson County Employees Retirement System and Jackson County which established that the County (Human Resources Department) would provide 1.75 full time equivalents (FTE) for the day to day administration of the Jackson County Employees Retirement System.
- C. As a result of the Service Agreement the full-time Pension Coordinator became an employee of the Human Resources Department however the .75 FTE position has remained vacant.
 - 1. The Finance Officer has entered into the DROP program creating an immediate need for a succession plan for that position.
 - 2. In 2011, the Health Department's Financial Services Manager position was vacated and a Senior Accountant was hired to assist with health department finances and to assist the Finance Officer. The Health Department's service demands/needs for the Senior Accountant are full-time.
 - 3. The increased work/customer demands of Human Resources exceeds its capacity to deliver key services with current staffing/work distribution.

4. The reduction in staffing in the referenced departments and substantially increased customer demands have created difficulties in providing quality customer service to our internal and external customers.

II. Current Situation

- A. The Pension function is in need of the filling of the budgeted/approved .75 FTE position to provide daily customer service to retirees and to commence transitioning to an electronic record system from the current voluminous paper record system.
- B. There is and has been a need for an additional Accountant to assist with the responsibilities of the Administrative Services Dept. A succession plan for the Finance Officer position is not in place, leaving the County vulnerable for lack of financial management depth.
- C. A departmental reorganization including the addition of a part-time Staff Accountant would allow a more effective use of existing staff for all departments involved. Refer to the attached organizational chart for details.
- D. The increased work/customer demands of Human Resources exceeds its capacity to deliver key services with current staffing/work distribution.

III. Analysis

- A. **Strategic:** The County Strategic Plan has identified an internal goal of an Improved Work Environment. The proposed reorganization will take steps to improve the services provided by all three departments to the employees and citizens they serve.
- B. **Financial:** We believe more timely financial accounting reports would be generated with the addition of a degreed accountant as well as maintain the ongoing processing of routine batch processing tasks. With existing staff we are looking at a net cost of approximately \$800, which may be affected by employee selection of benefits. This additional cost is neutralized by the entrance of the Finance Officer into the DROP program.
- C. **Legal:** The County is mandated by policy to provide financial/accounting, human resources and pension system services and must be staffed appropriately to do so.

- D. **Timing:** Immediate action is optimum for several reasons including: Customer service delivery is suffering without these changes; to forego this action now increases the County's exposure due to the lack of a staffed financial management succession plan; the changes would dovetail well with the planned mid-March move of the Pension Office to the Human Resources floor and increase efficiencies.

IV. Alternatives

We have explored many alternatives, but they would actually cost more to implement.

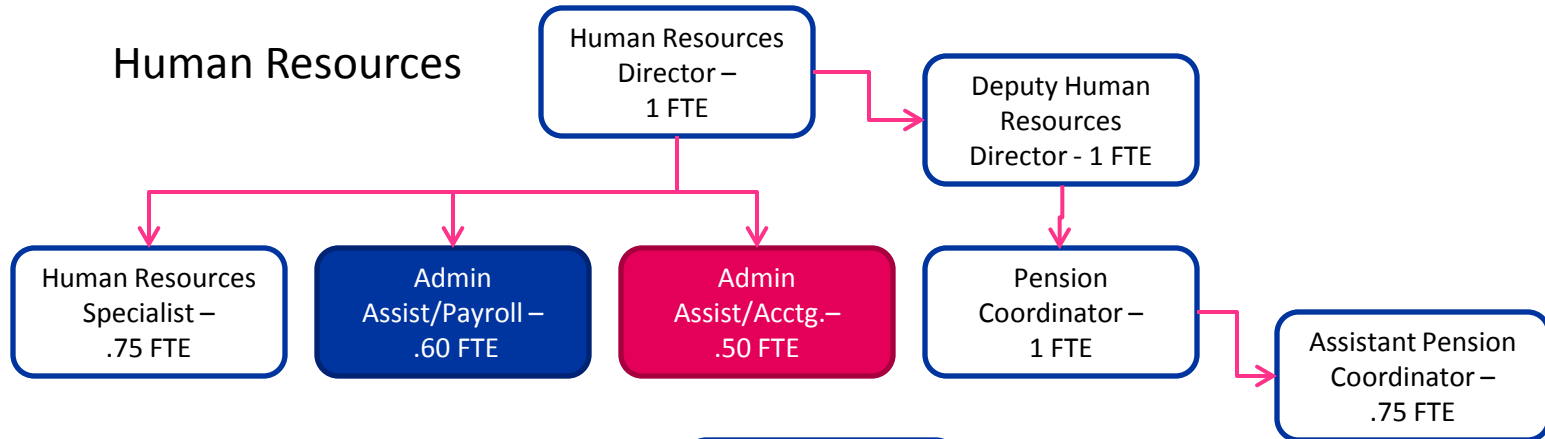
V. Recommendation

The Administrator/Controller, City/County Director of Human Resources and Finance Officer recommend:

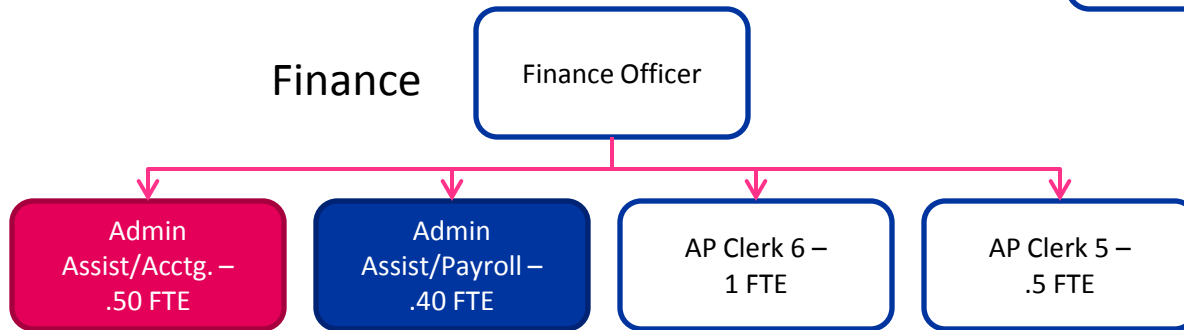
As part of a departmental reorganization involving the County Administrator's Office, Administrative Services and Human Resources, to approve shifting .10 FTE from Administrator/Controller (101201) to Human Resources/Pension (101226), shift .05 FTE from Finance (101223) to Human Resources (101226), and create a part-time Staff Accountant position to reallocate .35 FTE from part-time Administrative Assistant to Staff Accountant within the Finance Department.

Organizational Structures Before Re-Organization

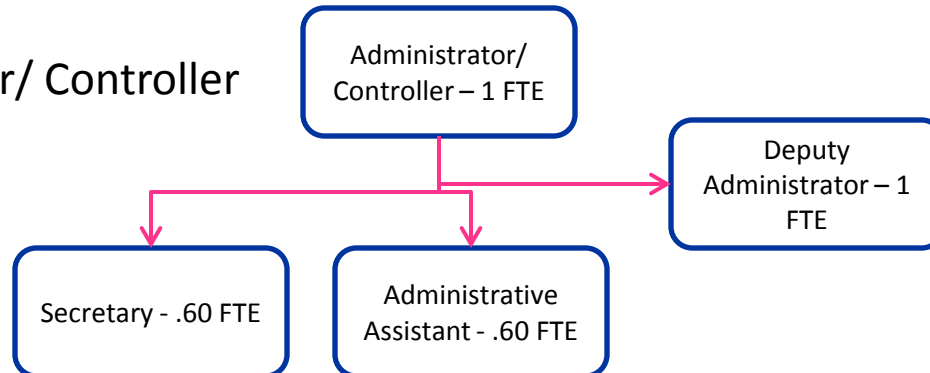
Human Resources



Finance



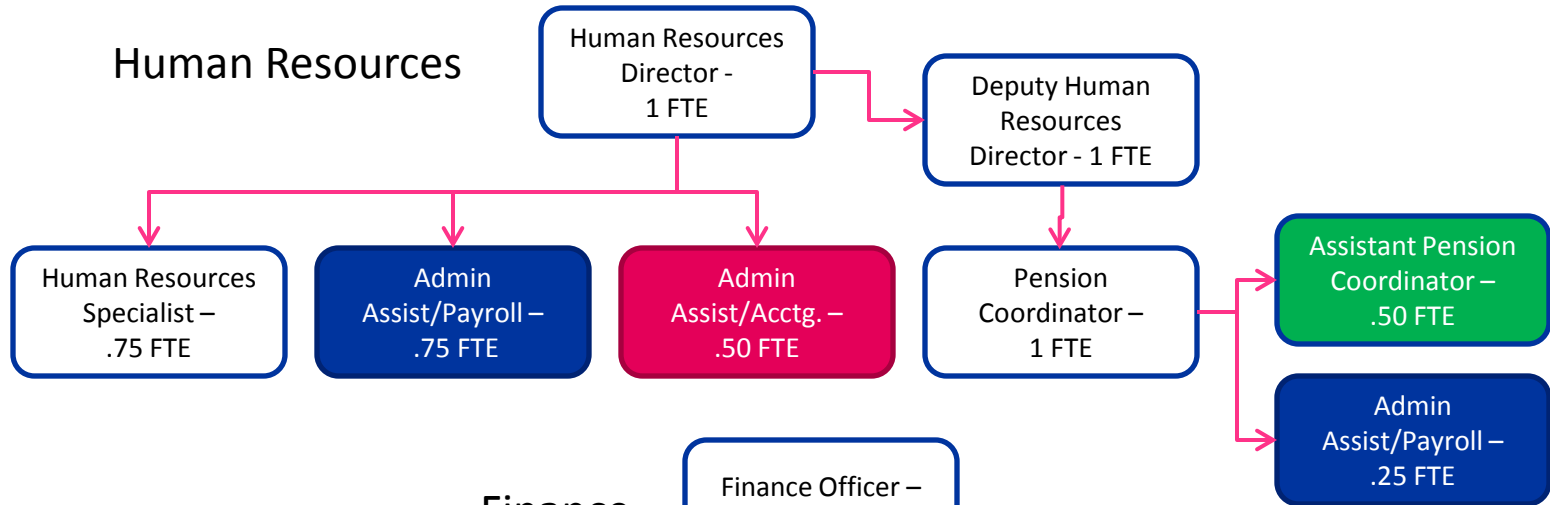
Administrator/ Controller



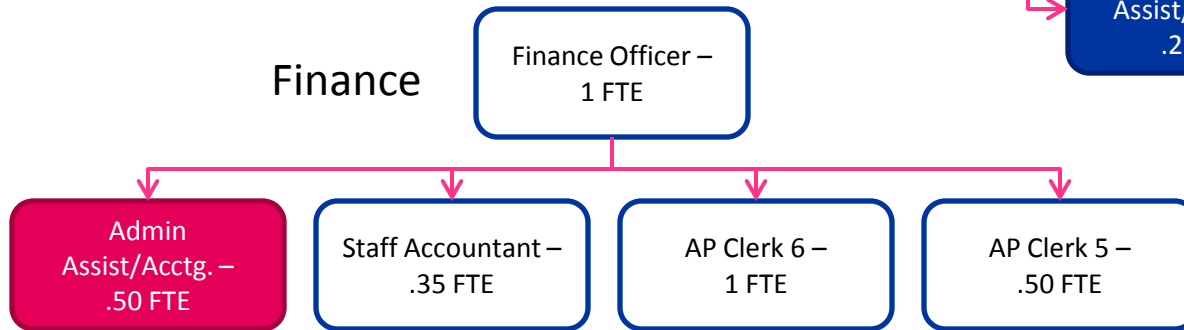
Same colors signify the same person.

Organizational Structures After Re-Organization

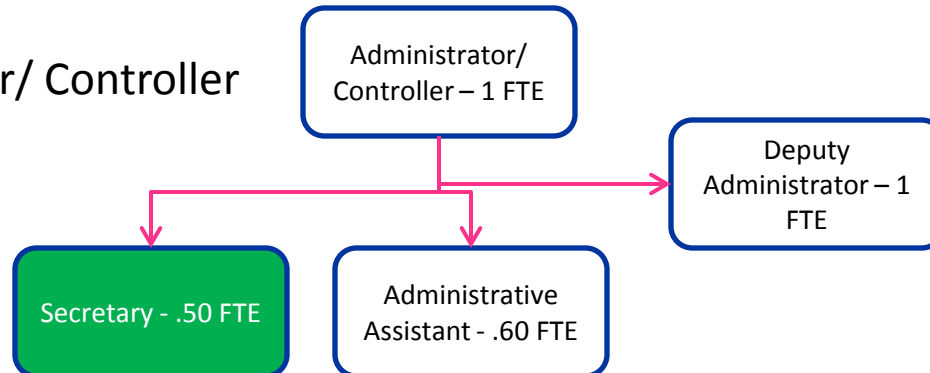
Human Resources



Finance



Administrator/ Controller



Same colors signify the same person.

From: [Gerard Cyrocki](#)
To: [Connie Frey](#);
cc: [Susanne Schweizer](#); [Adam Brown](#);
[Mike Overton](#);
Subject: RE: budget carry over - Agenda Item for March
Date: Monday, February 13, 2012 12:21:44 PM

Sue

can this please be submitted for March

From: Connie Frey
Sent: Monday, February 13, 2012 11:49 AM
To: Gerard Cyrocki
Subject: budget carry over

Please carry over \$33,121.32 from 402978 978701 from 2011 to budget year 2012.
Prosecutors Imaging project.

Connie Frey
Jackson County IT Director
120 W. Michigan Ave.
Jackson, MI 49201

517 768-6717

STATE OF MICHIGAN 12TH JUDICIAL DISTRICT COURT

Tamara J. Bates, Court Administrator
312 South Jackson Street □ Jackson, Michigan 49201
517-768-6801 □ Fax 517-788-4262
www.d12.com
tbates@co.jackson.mi.us

TO: Michael Overton, County Administrator
Gerard Cyrocki, Finance Officer

SUBJECT: Financial Management

RE: Drunk Driving Assistance Funds (MCL 257.625h)

DATE: February 9, 2012

Consistent with past practice, the Honorable R. Darryl Mazur, Chief Judge, has requested that the balance of the following funds be carried over to budget year 2012:

402.978.978.915	Drunk Driving Assistance	\$262,073.89
701.000.204.136	Weatherwax	\$436

Please advise me when the adjustments have been made.

Cc: Hon. R. Darryl Mazur, Chief Judge



Jackson County

Office of the Administrator/Controller

Michael R Overton Administrator/Controller

Adam J Brown Deputy Administrator

TO: Personnel and Finance Committee
Board of Commissioners

FROM: Ric Scheele
Director of Fleet and Facilities Operations

SUBJECT: 2011 Capital Budget Carry Over

DATE: 2-9-2012

Motion Requested

Approval of the attached carry over's for fund 245 (Public Improvement Fund) from fiscal year 2011 to fiscal year 2012.

I. Background

- A. As in years past, we have a number of the previous fiscal year capital improvement projects that are in process, but were not completed during the previous fiscal year.

II. Current Situation

- A. We are requesting the attached carryovers for the Public Improvement Fund 245 from fiscal year 2011 to fiscal year 2012.

II. Analysis

- A. **Strategic:** This carryover request ties in with the strategic plan adopted by the Board of Commissioners as these projects affect safe community, recreational opportunities, healthy communities and improved work environment.
- B. **Financial:** These funds are required to meet our obligations.
- C. **Legal:** By County policy, this carry over request must be first approved by the Personnel and Finance Committee and then sent to the Board of Commissioners.
- D. **Timing:** These are active projects. The Personnel and Finance Committee is required to approve this motion in order to allow the request to move on to the Board of Commissioners.

VI. Recommendation

The Director of Fleet and Facilities recommends the Personnel and Finance committee approve this request and send it forward to the Board of Commissioners.

2.9.2012

2011 Cap Budget Carryover Req

Attachments: Budget carryover work sheet.

**COUNTY OF JACKSON
BUDGET ADJUSTMENT
EXPENSES
2012**

LINE ITEM				ACCOUNT DESCRIPTION	CURRENT BUDGET			AMENDED BUDGET
FUND	DEPT.	ACCOUNT				2011	2012	
245	100	931	301	Carpet - General	-	4117	4117	
245	100	931	303	Architectural Services - General	-	3875	3875	
245	110	931	070	Riverwalk Demolition	-	300000	300000	
245	120	929	050	DC Furniture - Courthouse	-	10000	10000	
245	120	931	966	Dist Court AV Equipment - Courthouse	-	10000	10000	
245	265	931	041	Air Conditioning - Courthouse	-	20000	20000	
245	267	931	005	Tuckpointing - Northlawn	-	9000	9000	
245	267	931	301	Carpet - Northlawn	-	2500	2500	
245	267	931	906	Parking Lot Project - Northlawn	-	5475	5475	
245	268	931	005	Tuckpointing - Tower	-	29830	29830	
245	268	931	011	Fire Escape Renovation - Tower	-	30072	30072	
245	268	931	980	Water Line Replacement - Tower	-	19330	19330	
245	268	931	996	Office Relocation - Tower	-	6280	6280	
245	273	931	144	Well Monitoring - Blackstone	-	3586	3586	
245	274	931	039	Roof Replacement - Human Services	-	15975	15975	
245	274	931	906	Parking Lot Project - Human Services	-	2500	2500	
245	351	931	106	Water Softener - Chanter	-	22500	22500	
245	561	931	043	Grandstand Roof - Fair	-	17000	17000	
245	561	931	044	Grandstand Concrete Repair - Fair	-	23731	23731	
245	561	931	070	Renovation Exp - Fair	-	75545	75545	
					0	611316	611316	

REASONING:	
To reflect CAPITAL PROJECT CARRYOVERS FROM 2011	

DEPT HEAD _____

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

Commissioner Board Appointments – March 2012

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Brownfield Redevelopment Authority</u>				
1) One public member	3/2015	Steve Shotwell, Jr.	James E. Shotwell, Jr.	James E. Shotwell, Jr.
2) One public member	3/2015	Rodney Melling	Rodney Melling	Rodney Melling
3) One public member	3/2015	Christopher Dimas	Christopher Dimas	Christopher Dimas
<u>Economic Development Corporation</u>				
1) One public member	3/2018	Ron Ellison	Ron Ellison	Ron Ellison
2) One public member	3/2018	James E. Shotwell, Jr.	James E. Shotwell, Jr.	James E. Shotwell, Jr.
3) One public member	3/2018	Vacant	Patricia Rayl Timothy Levy	Timothy Levy
<u>LifeWays</u>				
1) One Public Member	3/2015	Jeffrey Peterson	Jeffrey Peterson	Jeffrey Peterson
2) One Public Member	3/2015	Edward Woods	Edward Woods	Edward Woods
<u>Veterans Affairs</u>				
1) One WWII Veteran	3/2016	Kenneth McGaugh	Kenneth McGaugh Virginia Maitland	Virginia Maitland

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Rayl Patricia L
Last First Middle Initial

HOME ADDRESS: 3442 Roosevelt Rd. Jackson 49203
Street City Zip Code

TELEPHONE: 517) 960-4470 prayl@comcast.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Economic Development Corp. 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Jackson DDA, assorted committees</u>	<u>8+ months</u>	<u>Design/Econ. Restruct./Promotions</u>
<u>Upper Grand River Watershed</u>	<u>4 years</u>	<u>member</u>
<u>Summit Zoning Bd of Appeals</u>	<u>2 years</u>	<u>member</u>

Employment:

<u>Marshall Main Street/DDA</u>	<u>Intern</u>	<u>January 2012 - present</u>
<small>Current Employer:</small>	<small>Position:</small>	<small>Dates of Employment:</small>

Education:

master of public administration, grad. June, 2012.

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

To give back to my community, and share what I've learned to help Jackson County's economic development

Additional Information you feel may be helpful in considering your request for appointment:

Member of CEDAM, MLGMA, interned in 2011 with city manager of Albion

Patricia Rayl
Signature:

February 28, 2012
Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Peterson Jeffrey
Last First, Middle Initial

HOME ADDRESS: 1107 Park Rd. Jackson 49203
Street City Zip Code

TELEPHONE: 517-787-7907 j.r.peterson@sbcglobal.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Lifeways 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Lifeways (current Board Member)</u>	<u>12 years</u>	<u>Secretary, Treasurer</u>
<u>Lutheran Social Services WA and ID</u>	<u>3 years</u>	<u>Board Member</u>
<u></u>	<u></u>	<u></u>

Employment:

<u>Garcia Clinical Laboratory, Inc</u>	<u>VP, Operations</u>	<u>3/92 - Present</u>
Current Employer:	Position:	Dates of Employment:

Education:

BA, Augustana Collge

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

My daughter is severely disabled and I have been involved with her situation and that of others for 19 years. I enjoy helping others and making sure that we provide services to those in need.

Additional Information you feel may be helpful in considering your request for appointment:

I have been Treasurer of LW several times and enjoy contributing my abilities to LW.

Jeffrey R. Peterson 2/2/2012
Signature: Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Woods Edward
Last First, Middle Initial
HOME ADDRESS: 2051 Cascade Woods Dr. Jackson 49203
Street City Zip Code
TELEPHONE: 517-414-5187 ewoods@scmw.org
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Lifeways 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
Allegiance Health Quality Council	5 years	Council Member
Michigan Assoc. of Community Mental health Boards	20 years	President
Jackson Cty Substance Abuse Coalition	1 year	coalition member

Employment:

South Central MI Works	Prisoner Reentry	Aug 2009
Current Employer:	Position:	Dates of Employment:

Education:

JCC and Ferris State

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I am a family member of a consumer and feel the need to continue my service to the Community Mental Health System. It is a very critical time for CMH and with the recent change of leadership at Lifeways it is important to maintain continuity

Additional Information you feel may be helpful in considering your request for appointment:

During my 22 year tenure on the Lifeways Board I have held every position and been involved with all board activities as it relates to org. strategic direction.

Edward Woods

Signature:

1/31/2012

Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Van Goethem Frank
Last First, Middle Initial

HOME ADDRESS: 11104 Northview Drive Jerome 49249
Street City Zip Code

TELEPHONE: (517) 688-5266 (H), (517) 780-5779 (W) frankvg@frontiernet.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. LifeWays 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Big Brother-Big Sister</u>	<u>10 years</u>	<u>Big Brother</u>
<u>Jackson Police department (Reserve)</u>	<u>6 years (ongoing)</u>	<u>Sargeant</u>
<u></u>	<u></u>	<u></u>

Employment:

<u>State of Michigan + self-employed</u>	<u>Clinical psychologist</u>	<u>1987 - preset and 1991 - present</u>
Current Employer:	Position:	Dates of Employment:

Education:

Graduate degree Clinical Psychology, Limited Licensed Psychologist, Licensed Social Worker.

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

As a mental health professional (MDOC, private practice, and as a reserve Police Officer), I would like to represent the voices of many individuals who do not have a voice.

Additional Information you feel may be helpful in considering your request for appointment:

Frank Van Goethem

Signature:

2/26/2012

Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Thomas _____ Andrell _____
Last First, Middle Initial
HOME ADDRESS: 517 Quarry Street Jackson 49201
Street City Zip Code
TELEPHONE: 517-392-3042 Thomasa8@michigan.gov
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. LIFEWAYS 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Minority Male Mentoring Program</u>	<u>2/2010-Present</u>	<u>Program Leader</u>
<u>Church of God Youth Group</u>	<u>12/2004-Present</u>	<u>Friday Preteen Teacher</u>
_____	_____	_____

Employment:

<u>Cooper Street Correctional Facility</u>	<u>Clinical Supervisor/Therapist</u>	<u>04/30/2010</u>
Current Employer:	Position:	Dates of Employment:

Education:

Bachelor of Arts in Criminal Justice, Master of Arts in Family Studies, and currently studying ED. D in Education.

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I believe my current experience in the mental health field can be contributed back to the community. I have a strong desire to assist community based programs grow to help assist individuals in the community.

Additional Information you feel may be helpful in considering your request for appointment:

I have experience working with adult and juvenile offenders that have mental health and substance abuse issues. I have experience working closely with community based programs to assist in the growth of clients that may be in need of therapeutic intervention.

Andrell D. Thomas _____ 2/27/2012
Signature: Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Moten, Jr. Clevester
Last First, Middle Initial
HOME ADDRESS: 2528 Gilman Pl. Jackson 49203
Street City Zip Code
TELEPHONE: (517) 936-3531 clevester.moten@gmail.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Life Way's 2. Community Planning Committee 3. Human Service Board

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Mentoring Network of Jackson County</u>	<u>Present (2 yrs.)</u>	<u>Mentor Recruitor</u>
<u>Salvation Army Board of Directors</u>	<u>2 yrs.</u>	<u>Board Member</u>
<u>City of Jackson-Recreational Dept.</u>	<u>2yrs.</u>	<u>Volunteer-Community Programs</u>

Employment:

<u>Shar, Inc.</u>	<u>Counselor-Substance Abuse</u>	<u>07/11/12-Present</u>
Current Employer:	Position:	Dates of Employment:

Education:

PhD Candidate (ABD) Walden University, Public Policy and Administration, specializing in public leadership and management

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Have been an influential administrator and human service professional for ten-years now with expertise in mental-health, substance abuse, stress management, crisis intervention. In addition, I have many credentials and a strong background in administration and public policy.

Additional Information you feel may be helpful in considering your request for appointment:

Have multiple years of training and experience in the private and public sector; including non-profit management.

Clevester Moten, Jr. 2/23/2012
Signature: Date:

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Levy Timothy J
Last First Middle Initial

HOME ADDRESS: 1740 Sevenoaks Dr. Jackson 49203
Street City Zip Code

TELEPHONE: Cell: 517.206.0513 tilevy@indstl.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Economic Development Corporation 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Jackson Public Schools</u>	<u>Approx. 7 years</u>	<u>Trustee, Secretary</u>
<u>Allegiance Health</u>	<u>10 years</u>	<u>Quality Committee Chair, Trustee</u>
<u>JAMA, Enterprise Group</u>	<u>A long time - 10+ years</u>	<u>JAMA Chair twice, EG Vice Chair</u>

Employment:

<u>Industrial Steel Treating Co.</u>	<u>President / CEO</u>	<u>June 1984 - Present</u>
<small>Current Employer:</small>	<small>Position:</small>	<small>Dates of Employment:</small>

Education:

Jackson High School - 1978 - 1982, Michigan State University 1982-1986, General Business Degree

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

To contribute in any way I can to help improve our community's economic base.

Additional Information you feel may be helpful in considering your request for appointment:

Timothy J. Levy

Signature:

March 9, 2012

Date:

Submit

Reset

Memo

To: James S. Shotwell, Jr., Chair Jackson County Commission
David Lutchka, Chair County Affairs and Agencies Committee

CC: Michael Overton, County Administrator

From: Amy L. Torres, Executive Director and Debbie Kelly, EDC Staff

Date: 2/28/2012

Re: Jackson County Economic Development Corporation (EDC) Board Members terms
expiring

As you are aware, two EDC Board Members terms expire on March 31, 2012. Both of the EDC Board Members have expressed an interest in continuing to serve for another six year term, if re-appointed by the County Commission. At the EDC Board Meeting held on December 8, 2011; a motion by Martin Griffin was made to advance the names discussed, on behalf of the recommendation of the EDC Board to reappoint Ronald Ellison and James S. Shotwell, Jr. for another six-year term. The motion was supported by Jason Sanders and approved unanimously.

Also at the December 8, 2011 EDC Board Meeting; Jeannie Laimon submitted her resignation and there is currently one vacant seat available on the EDC Board of Directors. EDC Staff as well as the EDC Board understands that the County makes their decision by seeking applications and appointing a new EDC Board Member.

JCBRA staff will be in attendance at the next County Affairs and Agencies Committee meeting on March 12, 2012 at 10:00 a.m. if you have any questions or concerns regarding this matter.

Memo

To: James S. Shotwell, Jr., Chair Jackson County Commission
David Lutchka, Chair County Affairs and Agencies Committee

CC: Michael Overton, County Administrator

From: Amy L. Torres, Executive Director and Debbie Kelly, BRA Staff

Date: 2/28/2012

Re: Jackson County Brownfield Redevelopment Authority (JCBRA) Board Members terms expiring

As you are aware, three JCBRA Board Members terms expire on March 31, 2012. All three of these JCBRA Board Members have expressed an interest in continuing to serve for another three year term, if re-appointed by the County Commission. At the JCBRA Board Meeting held on December 1, 2011; a motion by Chairman James Dunn was made to advance the names discussed, on behalf of the recommendation of the JCBRA Board to the County Affairs and Agencies Committee in March 2012. The motion was supported by Jim Glen and approved unanimously.

These JCBRA Board Members are as follows:

- 1) **James S. Shotwell, Jr.**, JCBRA Board Vice Chairman
- 2) **Rodney Melling**
- 3) **Christopher Dimas**

JCBRA staff will be in attendance at the next County Affairs and Agencies Committee meeting on March 12, 2012 at 10:00 a.m. if you have any questions or concerns regarding this matter.

LifeWays

paths for personal growth

Administrative Offices
1200 N. West Avenue • Jackson, Michigan 49202
(517) 789-1209 • (800) 284-8288
FAX (517) 789-1276

February 6, 2012

Steve Shotwell, Chairman
Board of Commissioners, Jackson County
120 West Michigan Avenue
Jackson, MI 49201

Dear Chairman Shotwell:

This letter is to notify you that Mr. Michael Hoover, Mr. Jeffrey Peterson, and Mr. Edward Woods are members of the LifeWays Board of Directors whose terms will expire effective March 31, 2012. Mr. Hoover will not be seeking to renew his term. To maintain the composition of the Board as set out by the Mental Health Code, a Primary Consumer must be appointed.

Although it is understood that the Jackson County Board of Commissioners are responsible to make the decision with regard to reappointment of the Jackson County LifeWays Board designees, I feel it is important to take this opportunity to inform you that both Mr. Peterson and Mr. Woods are members in good standing.

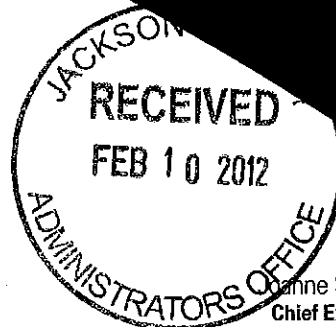
In addition, I have enclosed Mr. Hoover's letter of resignation from the LifeWays Board – effective March 1, 2012. Also enclosed is a list of questions that may be helpful in the process of interviewing new candidates for the board position that Mr. Hoover will vacate.

Should you have any questions regarding this communication or the appointment of members of the LifeWays Board of Directors, do not hesitate to contact me through Karen Cascaddan in the Administration office of LifeWays, at 517.789.1208.

Sincerely,



Bradley Bohner, Chairman
LifeWays Board of Directors



Kathleen Sheldon, MHSA
Chief Executive Officer



Michigan Association
of Community Mental
Health Boards



National Council of
Community Mental
Health Centers



An Equal Opportunity
Employer



Military Women of Jackson County

Memorial Post One

891 Bryant Avenue
Jackson, Michigan 49202
(517) 784-3000



Jackson County Department of Veteran Affairs
1715 Lansing Ave.
Jackson, MI 49202

Dear Commander Welihan:

Enclosed please find the recommendation and application from the Military Women of Jackson County for the WWII position for the County Affairs Committee on March 20, 2012.

Sincerely,

Barbara D. Wilmoth

BARBARA D. WILMOTH
Commander

Enclosures
/bd

APPLICATION FOR APPOINTMENT

Please accept this application for appointment to the Jackson County Veteran Affairs Board. I have met all of the qualifications and will be available for the scheduled meetings.

NAME Virginia Maitland
3300 Spirea Ct. Apt. 503
ADDRESS _____
Jackson, MI 49202

PHONE (517) 784-0261

Veteran Organization Military Women of Jackson, County Post One

Please forward my application to the Department of Veteran Affairs for their consideration.

Signature of Applicant Virginia Maitland

Please return the above application by **February 24, 2012** to:

Jackson County Veteran Affairs
1715 Lansing Avenue, Suite 689
Jackson, MI. 49202-2193

Please include with this application a copy of your DD 214 (Notice of Separation) and a resume.

RECOMMENDATION FOR APPOINTMENT

The Military Women of
Jackson County, Memorial Post One
The 891 Bryant Ave. of Jackson, Michigan 49202
Chartered Veterans Organization City

wishes to recommend World War II Veteran, Virginia Maitland
Veteran's Name
of 3300 Spirea Ct., Apt. 503 Jackson, MI 49202
Address City State Zip

517-784-0261 for appointment to the Jackson County Department of Veterans Affairs
Phone

Executive Committee.

This chartered veterans organization requests that this recommendation be forwarded to the County Board of Commissioners for consideration.


Signature of Commander

Note: Your Recommendation need not be a member of your organization.

Please return the above recommendation form to the following address by: February 24, 2012

Jackson County Veterans Affairs
1715 Lansing Avenue, Suite 689
Jackson, MI 49202-2193

Please include with this recommendation a copy of the veteran's application, DD214 (Notice of Separation) and a resume.

VIRGINIA MAITLAND
3300 SPIREA CT., APT. 503
JACKSON, MI 49202
517-784-0261

Member of following organizations:

Amerigan Legion Rose City Post 324

Military Women Memorial Post One

WAVES National Michigan Unit 32

Women of the Moose, Chaptr 689, Jackson, Michigan

Eagles Auxiliary #612 Jackson, Michigan

Entertains Veteran Posts playing the piano at several events, such as American Legion, WAVES National, Eastern Star, nursing homes. Volunteer time on fund raisers for Military women to donate items to active duty veterans and veterans in need.

Virgina played for those in Countryside care center, Gantons Assisted Living when ased and many others

March 24, 2007

**MILITARY SERVICE RECORD AND VOLUNTEER WORK ON BEHALF OF
VETERAN'S ORGANIZATIONS - KENNETH V. McGAUGH**

Date of Induction: December 29, 1942 from Kansas City, Mo.

Military Specialty - Medical Aidman 657. PFC

Guard Patrolman 522 Provided security for medical unit and responsible for 200 German prisoners of war who worked in the facility.

Battles and Campaigns: Rhineland, Ardennes, No France

Awarded 3 Bronze Stars for above campaigns 1945. Good Conduct Medal

Awarded Purple Heart for #10 76th Gen Hosp 10 Jan 45. Wound received in action Belgium 8 Jan 45

Departure for ETO 28 Feb 44. Date of Departure for USA 16 Dec 45.

Discharge 21 Dec 1945.

American Theatre Campaign, European, African, Middle Eastern Theatre Ribbons;
Three overseas bars, Victory Ribbon, ERC Service from 29 Dec 42 to 6 Jan 43.

VOLUNTEER WORK WITH DISABLED AMERICAN VETERANS:

Member since January 1946 of Kansas City, Mo. Chapter. Lifetime member.

Chapter #10 Wm Sparks of Jackson, Mi. Served as Commander, Senior Vice and Junior Vice, Adjutant and Treasurer since coming to Jackson in 1957. *currently*

ADJUTANT & TREASURER - 02/14/00

I represent Executive Committee of Jackson County for the Michigan DAV

Administrative Board keeping the local chapter informed of administrative decisions.

At present Chairperson of Veteran's Trust Committee, State of Michigan, Jackson County - member since 1989. Committee reviews applications for emergency grants to Jackson County veterans.

RESUME

NAME: Kenneth V. McGaugh

ADDRESS: 664 Sparks St., Jackson,
Michigan 49202

BIRTH DATE: October 27, 1922

TELEPHONE: 517-784-8029

UNITED STATES CITIZEN: Yes

MARITAL STATUS: Married;
Three Children

MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS:
National Association of Social Workers

PUBLICATIONS: None

EDUCATION:

University of Missouri, B.A. 1949

Indiana University, School of Social Work, 1949-52, Degree M.A.

Field Work:

Marion County Department of Public Welfare, Indianapolis, Indiana,
1 school year, 2-1/2 days each week.

Indiana Boys' School, Plainfield, Indiana, 1 school year,
2-1/2 days each week.

EXPERIENCE:

Dec. 11, 1950

Marion County Department of Public Welfare,
Indianapolis, Indiana.

Caseworker: Child Welfare Div.: Carried average caseload of 50 children, involving homefinding, placement and supervision of children in own homes, foster homes, and institutions.

Casework Supervisor: Child Welfare Div.: for last 13 months. Supervised five workers. Interpretation of Agency function to public. Provided leadership on committees within Agency and in conference with other social agencies.

June 19, 1953 to
Sept. 30, 1957

Family and Children's Center, Mishawaka, Indiana.

Casework Supervisor: Supervision of four caseworkers and three students from Notre Dame University. In-Service training program of non-professional staff. Responsible for casework program of approximately 200 children, 164 in the Institution and 40 in adoptive or foster homes. Gave talks to groups, interpreting work of Agency to community.

Assistant Director: Last ten months. Supervision of four caseworkers and non-professional staff of forty employees made up of clerical, cottage parents, housekeeper, cooks, maids, laundry, and relief personnel.

Oct. 1, 1957 to
Jan. 31, 1985
(Retirement)

Family Service and Children's Aid of Jackson County, Jackson, Michigan.

Executive Director: Responsible to a 21-member Board of Directors to administer the following program:
Adoption and foster care of children; social services to families under stress which includes individual, conjunct and family counseling; problem pregnancy services. The Agency functions

psychiatric out-patient clinic for third-party payments from insurance carriers. The Executive recruits and selects a qualified staff to carry out these programs. The present staff includes a Director of Professional Services, 14 caseworkers, an office manager, bookkeeper, and two stenographers. Part-time employees include four social caseworkers, a volunteer clerical worker, and ten volunteer casework assistants. The Agency accepts two to three graduate casework students from the University of Michigan for field work training.

The Executive's responsibility to the Board includes the directing of all the standing committees--Executive, Budget, Personnel, and Nominating--as well as the Service Committees which are Adoption, Child Care, Problem Pregnancy, and Family Counseling. The Committee on Extension of Services has studied and reviewed special projects such as homemaker, aging, and retardation programs. The Executive serves on various community committees representing the Agency.

The Executive assists the Board of Directors in adopting a program of interpretation of the Agency programs. The Agency budget for 1985 was \$700,253 with \$481,877 in self-support income; the remaining income comes from the local United Way.

The Agency is a private voluntary agency serving a population of 143,000 people. The Agency is affiliated with Child and Family Services of Michigan, a state-wide agency. The Agency is a member of the Family Service Association of America.

Sept. 1, 1986 to 1988 Jackson Medical Care Facility - Assistant with
(Volunteer) program for a men's group.

SPECIAL COURSES: Management by Objective classes given by the United Way of Jackson
Management Seminar given by Citizen's Mutual Insurance Company
Management Seminar given by Wharton School, University of Pennsylvania
Thirty-four Hour Basic Management Course given by Family Service Association of America

CURRENTLY: Chairperson of Jackson County Salvation Army Board of Directors, 2 terms 1989-90 and 91-92.

Vice Chairperson of Foster Care Review Board, Michigan Court Administration, since 1988.

March 20, 2007

RECOGNITION FOR VOLUNTEER SERVICE DONE BY KENNETH V. McGAUGH

1. Civitan Club President 1995-96
2. Civitan Club International Award for Outstanding Club Secretary 1966-69
3. Civitan membership Award for 25 years
4. Charter Member of National Association of Social Workers October 1, 1955
5. Board of Examiners State of Michigan of Social Services – Certified Social Worker 1974
6. Distinguished Service Award for Outstanding Volunteer Community Service March 18, 1985
7. Child and Family Service 23 years dedicated service May 16, 1980
8. Salvation Army Advisory Board 1987 . Served as Chairperson two terms 1989-90 And 1991-92.
9. Special Award Valued and Distinguished Service to Youth Services Division of Juvenile Court and Community of Jackson from 1957 to 1985.
10. "With Deep Appreciation to Ken McGaugh who was a Major Participant in the Development and operation of Hope House and Fowler House as President, Vice President, Secretary and Board member 1974 – 84". Award from the Board, Staff And Residents of Potential Development Homes, Inc.
11. During Diamond Jubilee celebration of 2004 Ken McGaugh received diamond Jubilee Plaque " In recognition of the contributions made by you and other staff Members during sixty years of service to children and families in our community." Family Service and Children's Aid of Jackson County. Ken McGaugh served 27 Years as Director of Michigan Children's Aid Society and and the merged agency With Family Service and Children's Aid. Ken retired February 1, 1985.
12. Distinguished Service Award from the United Way of Jackson in February 1985
13. Foster Care Review Board, Jackson County, Vice Chairperson from 1988-90.
14. Member of United Church of Christ, First Congregational Church, 120 North Jackson Street, Jackson, Mi. Served as Church Moderator, President of the Board Of Trustees, Social Concerns Committee and other committees since 1958.