



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

NOTICE OF MEETING

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, April 11, 2023, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE MARCH 14, 2023 REGUALR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Discussion on Current Litigation Matters
 - 2. Infrastructure Alternatives Inc. Monthly Report (*T. Lutke, March 2023*) 3
 - 3. Northern Lakes Community Mental Health Authority Enabling Agreement..... 5
 - 4. AT&T Completelink Renewal 43
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD
EXECUTIVE COMMITTEE MEETING
MEETING MINUTES
March 14, 2023

The Executive Committee regular meeting was called to order by Chairman Gary Taylor at 4:00 p.m. in the Commissioners' Room, located on the third floor of the Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Gary Taylor, Chair; Mike Musta, Brian Potter, and Julie Theobald
Members Absent: None
Also Present: Jami Bigger, Deputy County Administrator/HR Director; Tom Lutke, IAI Project Manager; Kristi Nottingham, Treasurer

ADDITIONS OR DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

A motion was made by Comm. Theobald and supported by Comm. Musta to approve the agenda. A vote was called, all in favor. Motion passed, 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Musta and supported by Comm. Theobald to approve the February 14, 2023, Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Discussion on Current Litigation Matters

Ms. Bigger informed the committee there were no updates to provide at this time.

G.2. Infrastructure Alternatives Inc. Monthly Report

Tom Lutke, IAI Project Manager, informed the committee that the home where the water line was recently replaced is still experiencing higher-than-usual water usage. IAI has asked that the homeowners check their sinks and toilets to make sure there are no leaks. IAI will continue to investigate for leaks.

Mr. Lutke also informed the committee of six properties with delinquent water bills; two of which were put on a payment plan, but only two payments were made before payments stopped. The committee advised Mr. Lutke to send another notice to all delinquent accounts.

G.3. Boon Sports Management Agreement Amendment

A motion was made by Comm. Potter and supported by Comm. Musta to forward a recommendation to the full board to approve the presented Second Amendment to the Management Agreement with Boon Sports Management. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR’S COMMENTS

Ms. Bigger informed the committee the Sheriff’s Office is working with the ISD to provide a School Resource Officer. The ISD has obtained a grant to pay for the position. A position description and agreement with the ISD will be coming before the board for approval.

Ms. Bigger also informed the committee a quarterly security meeting was held on Monday where the committee requested Administration to obtain a quote for cameras in each of the elevators. Ms. Bigger has requested the quote from TKS, our current provider.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

Commissioner Theobald encouraged everyone to go to the County’s website and complete the recreation survey.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Theobald and supported by Comm. Musta to adjourn at 4:07 p.m. A vote was called, all in favor. Motion passed, 4-0.

Gary Taylor, Chair

Jami Bigger, Recording Secretary

Monthly Operations & Maintenance Report

April 11, 2023

Report for Month: March 2023
Location: Wexford County
Facilities: Cedar Creek Water Plant & Distribution System
Operator in Charge: Ryan Longstreet, Certified Operator

Emergency Callouts/Customer Complaints

- 3/30 – Customer at 2879 Old US 131 called about high-water usage. We investigated and found that they had a leak on their side of the system. They were able to isolate the area until they can have it fixed properly.

Significant Events:

- 3/3 – Chlorine scale failed, temporarily replaced with a package scale until new head unit came in.
- 3/15 -- Delinquent Bill 30-day Notices sent out.
- 3/17 – Annual Pumpage Report submitted to EGLE.
- 3/21 – Replaced head unit on Chlorine Scale. Back to normal operations.
- 3/22 – Submitted Annual Cross Connection Report to EGLE.

Preventive Maintenance:

- IAI staff continues to regularly check chlorine residuals throughout the water system.

Facilities Data for the Month

Production at Well House	313,269 gallons
Metered Usage	233,898 gallons
Metered Flushing	204,650 gallons
Difference *(% Gain)	*115,279 gallons (36.80%)



BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Executive Committee
FROM: Administration
FOR MEETING DATE: April 11, 2023
SUBJECT: NLCMH Enabling Agreement

SUMMARY OF ITEM TO BE PRESENTED:

For the last several months the Administrators and some Commissioners of the six counties involved in Northern Lakes Community Mental Health have held monthly meetings to revise the enabling agreement.

Each county held a listening session in order to gain valuable input from community members who utilize NLCMH. A report of the listening session was shared with commissioners. A summary report of all the county's listening sessions is being drafted and will be shared once it is received.

The following is the final version of the updated agreement. It has been sent to county legal counsel for review. Any concerns that legal counsel presents will be brought to the committee.

RECOMMENDATION:

Administration recommends the Executive Committee forward a recommendation to the full board to approve the updated enabling agreement as it is presented.

**UPDATED RESOLUTION &
AGREEMENT**

By and Between

**Crawford, Grand Traverse, Leelanau,
Missaukee, Roscommon & Wexford
Counties**

for the Oversight of the

**Northern Lakes Community
Mental Health Authority**

April 5, 2023

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UPDATED RESOLUTION & AGREEMENT BETWEEN

Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon & Wexford Counties

for the Oversight of the

Northern Lakes Community Mental Health Authority

WHEREAS, Act 290 of the Public Acts of 1995, as amended, provides that any combination of counties may elect to establish a Community Mental Health Authority (hereinafter referred to as "CMH Authority" or "Authority", "if it is approved by a majority of the commissioners elected and serving in each county creating the Authority" (MCL § 330.1205, (1)), and

WHEREAS, MCL § 330.1205 requires an enabling resolution adopted by the Board of Commissioners of each creating county establishing the CMH Authority and

WHEREAS, Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties between 2002-2003 each conducted three (3) separate public hearings on the issue of creating a Community Mental Health Authority, with notice of the hearings given pursuant to the Open Meetings Act, being MCL § 15.261 et seq., and

WHEREAS, Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties commit to maintain an Agreement that describes and confirms that they are regional partners in the Northern Lakes Community Mental Health Authority (NLCMHA). The NLCMHA will function as an independent and separate public legal entity serving the public behavioral health needs of persons in Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties, hereinafter sometimes referred to as the "Authority" or "NLCMHA," and to specify the powers and duties under which the Authority will operate; and,

WHEREAS, the Counties of Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford merged the previous Community Mental Health Service Providers formerly known as the Great Lakes CMH Authority and the North Central CMH Authority;

THEREFORE, for and in consideration of the mutual covenants hereinafter contained, each of the participant Counties hereby approves the Enabling Resolution creating a joint Community Mental Health Authority and enters into this Agreement as follows:

I.

Establishment

Pursuant to the Mental Health Code, PA 258 of 1974, as amended, Section 205 (MCL § 330.1205) and pursuant to the Michigan Constitution of 1963, Article 7, Section 28, the duly elected legislative bodies of the Counties of Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford, State of Michigan, through this Agreement confirm the structure and legal purpose of the NLCMHA, as a separate legal and administrative public governmental entity distinct from the counties that established it to operate as a Community Mental Health Authority.

The NLCMHA was established in 2003 as a merger of the Great Lakes CMH Authority (oversight for the counties of Grand Traverse and Leelanau), and the North Central CMH Authority, (with oversight for the counties of Crawford, Missaukee, Roscommon and Wexford). The merger was completed in accordance with MCL § 330.1219. By this action of the counties created this new Authority (aka NLCMHA), the prior Authorities are hereby merged.

To the extent required by law, the Authority, as a public governmental body, is subject to the Open Meetings Act, 1976 PA 267, MCL § 15.261 to 15.275, and the Freedom of Information Act, 1976 PA 442, MCL § 15.231 to 15.246, except for those documents produced as a part of the Peer Review Process required in MCL § 330.1143a and made confidential by MCL § 330.1748(9).

II.

Definitions

The following terms for this Agreement shall have the meanings attached to them:

- **"Authority"** or **"NLCMHA"** refers to the Northern Lakes Community Mental Health Authority which serves the counties of Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford for services to residents with severe and persistent mental health (SPMI), substance use disorders (SUD), children with severe emotional disturbance (SED), and/or intellectual/developmental disability (I/DD) conditions .
- **"Chief Executive Officer"** refers to the Chief Executive Officer (CEO) of the NLCMHA.
- **"Behavioral Health Service"** means a mental health, substance use disorder, and intellectual/developmental disability service.

- **"Department"** or **"MDHHS"** refers to the Michigan Department of Health and Human Services.
- **"Director"** refers to the Director of the Michigan Department of Health and Human Services.
- **"Priority"** means preference for and dedication of a major proportion of resources to specified populations or services. Priority does not mean serving or funding the specified populations or services to the exclusion of other populations or services.
- **"Serious emotional disturbance"** means a diagnosable mental, behavioral, or emotional disorder affecting a minor that exists or has existed during the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association and approved by the department and that has resulted in functional impairment that substantially interferes with or limits the minor's role or functioning in family, school, or community activities.
- **"Serious mental illness"** means a diagnosable mental, behavioral, or emotional disorder affecting an adult that exists or has existed within the past year for a period of time sufficient to meet diagnostic criteria specified in the most recent Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association and approved by the department and that has resulted in functional impairment that substantially interferes with or limits 1 or more major life activities. Serious mental illness includes dementia with delusions, dementia with depressed mood, and dementia with behavioral disturbance but does not include any other dementia unless the dementia occurs in conjunction with another diagnosable serious mental illness.
- **"Substance use disorder"** means chronic disorder in which repeated use of alcohol, drugs, or both, results in significant and adverse consequences. Substance use disorder includes substance abuse.

III.

Purpose of the Authority

The purpose of NLCMHA or the Authority, is to provide a comprehensive array of behavioral health services appropriate to the conditions of individuals who are located within the six-county geographic service area, regardless of an individual's ability to pay as required by and permitted under PA 258, of 1974, as amended, and hereinafter referred to as the Mental Health Code (MCL § 330.1001 et seq.). The array of behavioral health services shall include, at a minimum, all of the following, unless otherwise amended by statute.

- Crisis stabilization and response including a 24-hour, 7-day per week, crisis emergency service that is prepared to respond to persons experiencing acute emotional, behavioral, or social dysfunctions, and the provision of inpatient or other protective environment for treatment.
- Identification, assessment, and diagnosis to determine the specific needs of the recipient and to develop an individual plan of services.
- Planning, linking, coordinating, follow-up, and monitoring to assist the recipient in gaining access to services.
- Specialized behavioral health recipient training, treatment, and support, including therapeutic clinical interactions, targeted case management, supports coordination, socialization, and adaptive skill building and training, health and rehabilitative services, workforce training and supported workforce pre-vocational and vocational services.
- Recipient rights services.
- Advocacy and referrals.
- Peer Support and Peer Recovery Services.
- Prevention activities that serve to inform and educate with the intent of reducing the risk of severe recipient dysfunction.
- Services designed to assess, divert as is possible, provide in facility services, and participate in case management and discharge planning for persons with SPMI, SUD, SED, and/or intellectual/developmental disability from possible jail incarceration when appropriate. See **Attachment II, Adult Jail Diversion Requirements.** (Page 30)
- Any other service approved by MDHHS, or authorized by statute.
- All Attachments referred to in this Agreement are part of the requirements and expectations incorporated herein.

Services shall promote the best interests of the individual and shall be designed to increase independence, improve quality of life, and support community integration and inclusion.

Services for children and families shall promote the best interests of the individual receiving services and shall be designed to strengthen and preserve the family unit if appropriate. The Authority shall deliver services in a manner that demonstrates they are based upon recipient choice and involvement, and shall include wrap-around services when appropriate.

The Authority shall carry out the applicable provisions of the Mental Health Code, subject to the rules designated by MDHHS that shall be directed to individuals who meet priority population criteria in that they have a condition that meets SMI, SED, SUD, or I/DD severity criteria.

Services provided pursuant to this Agreement may be directed to individuals who have behavioral health disorders that meet criteria specified in the most recent Diagnostic and Statistical Manual of Mental Health Disorders, Fifth Edition, published by the American Psychiatric Association and may also be directed to the prevention of a behavioral health diagnosis/disability and the promotion of behavioral health. Resources that have been specifically designated to CMH service providers for services to individuals with qualifying behavioral health conditions or for the prevention, early intervention, or promotion/awareness of behavioral health conditions consistent to the state requirements.

Priority shall be given to the provision of services to individuals with the most severe forms of serious mental illness, serious emotional disturbance, and developmental disability. Priority shall also be given to the provision of services to individuals with a serious mental illness, serious emotional disturbance, or developmental disability in urgent or emergency situations.

The Authority shall continue to provide, upon its creation and thereafter, behavioral health services to all the county correctional facilities, at no cost to the counties, appropriate to the needs of the inmates or any other qualified recipient, consistent with the statutory mandates.

IV.

Area Served

The Authority shall ensure the provision of services set forth herein to persons located in Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties and as otherwise provided by law (see MCL 330.1306 (2)).

V.

Composition of the Authority Board

The Counties reconfirm that they have established the NLCMHA board composition as follows: Two (2) Board members respectively from Crawford, Leelanau, Missaukee, Roscommon, and Wexford Counties as appointed by those participant counties. Grand Traverse County will have six (6) Board members given its significantly larger proportion of population served in the region. Each County will

reconfirm and appoint/reappoint their Board Members as part of this Agreement. Each of those appointed/reappointed Board Members shall fulfill the duration of the term previously established for each position. As of the signing of this Agreement, the NLCMHA Board will consist of sixteen (16) members, as permitted by law, to serve for the term and upon the conditions set forth in Article VI.

NLCMHA Representative Counties	Board Membership
Crawford	2
Grand Traverse	6
Leelanau	2
Missaukee	2
Roscommon	2
Wexford	2
Total	16

A number of sixteen (16) Board members would be in accordance with current law MCL § 330.1222 (2), which states that when a Board represents five (5) or more counties, the Board membership shall be increased by number of County Commissioners serving on the Board that exceeds four (4). This allows for one (1) commissioner from each county. At such time as this requirement is modified by the Department, the parties to this agreement reserve the right to adjust the board composition accordingly.

Further, the NLCMHA Counties approved a sixteen (16) member Board to accomplish this. The enabling legislation allows that when five (5) or more counties join together, the membership of the Board for each of the Counties shall be divided among the Counties in proportion to each County's population, except that each County shall be entitled to at least two (2) Board memberships, which would allow, in this case, a sixteen (16) member board. The members of the Authority from each County shall be approved by simple majority vote of the Boards of Commissioners of the participant Counties.

NLCMHA Population by County

County	2000	2020*	% Population changes from 2000-2020 (per County)	Change in % of the population of NLCMH by County	Number of NLCMHA board members per County**
Crawford	14273	12988	-9.003%	6.4%	2
Grand Traverse	77654	95238	22.64%	46.9%	6
Leelanau	21119	22301	5.59%	11%	2
Missaukee	14478	15052	3.96%	7.4%	2
Roscommon	25469	23459	-7.89%	11.5%	2
Wexford	30484	33673	10.46%	16.6%	2
Total	183477	202711	10.5%	100%	16

* Population based on 2020 Census

** Minimum of two (2) Members per County; one (1) Commissioner per County

The allocation of Board members by county shall be reestablished, if necessary, subsequent to each decennial census, with each county assured at least two (2) representatives. All provisions established herein regarding board composition are consistent with prevailing requirements as of the execution of this Agreement. Therefore, any changes in statute may obligate the parties to re-evaluate and make modifications as needed.

VI.

Term of Board Membership, Vacancies, Removal from Office

The term of office of a Board member shall be up to three (3) years consistent with each of the NLCMHA counties' appointment policies. The board appointment begins at the point each vacancy is filled by the appointing NLCMHA county. Vacancies shall be filled for unexpired terms in the same manner as original appointments. A Board member may be removed from office by the appointing Board of Commissioners for either neglect of official duty or misconduct in office after being given a written statement of the reasons and an opportunity to be heard thereon. Each of the NLCMHA County Boards of Commissioners will appoint Board members to the NLCMHA, who shall serve staggered terms, under the terms and conditions previously set forth in the original Enabling Agreement. In accordance with MCL § 330.1219 (4). The Authority will maintain Board membership to sixteen (16), unless at such time that statute changes. Each NLCMHA County has the right to revise/reappoint board membership as needed consistent with this Agreement, with each counties' policies, and as required by the Department. The following is illustrative of appointments by County.

NLCMHA Counties	New Board Member Appointment Dates												
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Crawford		1	1		1	1		1	1		1	1	
Grand Traverse	2	2	2	2	2	2	2	2	2	2	2	2	2
Leelanau		1	1		1	1		1	1		1	1	
Missaukee	1	1		1	1		1	1		1	1		1
Roscommon	1		1	1		1	1		1	1		1	1
Wexford		1	1	1		1	1		1	1	1		1
Total Per Year	4	6	6	5	5	6	5	5	6	5	6	5	5

VII.

Qualifications for Board Members

The composition of the NLCMHA shall be representative of primary or secondary consumers of mental health, addiction, or I/DD services, County Administrators from each of the NLCMHA counties, agencies and occupations having a working involvement with behavioral health services, and the general public. Six (6) of the Board members shall be primary consumers or family members, and of those five (5) Board members at least three (3) of the Board members shall be primary consumers. All Board members shall be 18 years old or older. Additional requirements for board membership include the following:

- Not more than six (6) members of the Authority Board may be County Commissioners. Not more than one (1) County Commissioner may serve from each of the NLCMHA Counties. No more than half of the total Board members may be state, county or local public officials. For purposes of this section, public officials are defined as individuals serving in an elected or appointed public office or employed more than 20 hours per week by an agency of federal, state, city or local government.
- A Board member shall have his or her primary place of legal residence in the county he or she represents.
- An individual shall not be appointed to and shall not serve on the Board if he or she is one or more of the following:
 - Employed by MDHHS or the Authority.

- A party to a contract with the Authority or administering or benefiting financially from a contract with the Authority.
- Serving in a policy-making position with an agency under contract with the Authority.
- The Authority will notify each county of their respective vacancies on the NLCMHA Board within thirty (30) days' of receiving notification of a board member's departure. NLCMHA will also confirm to that county what type of vacancy needs to be filled, e.g., primary or secondary consumer, county commissioner, etc. The intent is to allow the rotation of the required types of appointments among the participant counties consistent with MDHHS requirements.
- If a Board member is an employee or independent contractor in other than a policy-making position with an agency with which the Authority is considering entering into a contract, the contract shall not be approved unless all of the following requirements are met:
 - The Board member shall promptly disclose his or her interest in any contract presented to the Board.
 - **Conflict Resolution Protocol:** The conflicted contract shall be approved by a vote of not less than eleven (11) of the membership of the Board in an open meeting without the vote of the Board member in question.
 - The official minutes of the meeting at which the contract is approved shall contain the details of the contract, including but not limited to the names of all parties and the terms of the contract, and the nature of the Board member's interest in the contract.

VIII.

Compensation & Expenses for Board Members

Authority Board members shall be paid per diems for meetings attended in an amount established by said Board pursuant to the Mental Health Code, as amended (see MCL § 330.1224). Said Board members shall receive a mileage reimbursement at a rate not in excess of the rate determined by the State Officers' Compensation Commission. A Board member shall not receive more than one per diem payment per day, regardless of the number of meetings attended relating to Authority business.

The Authority Board members shall be eligible for necessary other expenses and reimbursements as are authorized for the County Boards of Commissioners with respect to conferences, seminars and other related activities. (See MCL § 330.1224)

IX.

NLCMHA CEO and Board Member Duties

The Authority shall:

- Annually conduct a needs assessment to determine the behavioral health needs of the residents of the counties it represents and identify public and nonpublic services necessary to meet those needs. Information and data concerning the mental health needs of individuals with developmental disability, serious mental illness, and serious emotional disturbance shall be reported to the Department in accordance with procedures, and at a time, established by the Department, along with plans to meet identified needs. It is the responsibility of the Authority to involve the public and private providers of behavioral health services located in the counties served by the Authority in this assessment and service identification process. The needs assessment shall include information gathered from all appropriate sources, including community mental health waiting list data and school districts providing special education services.
- Annually review and submit to the Department a needs assessment report, annual plan, and request for new funds for the Authority. The standard format, minimum standards, and documentation of the needs assessment, annual plan, and request for new funds shall be specified by the Department. The participating counties in the NLCMHA reserve the right to request an expanded community needs assessment every three years. The content of the needs assessment will be agreed to by at least four of the NLCMHA counties.
- Provide a copy of each needs assessment, annual plan, and request for new funds to the Board of Commissioners of each participating county in the NLCMHA.
- Submit the needs assessment, annual plan, and request for new funds to the MDHHS by the date specified by the Department. This combined submission constitutes the NLCMHA's official reapplication for new state funds.
- Provide and advertise a public hearing on the needs assessment, annual plan, and request for new funds before providing them to each of the County Boards of Commissioners.
- Submit to each Board of Commissioners for its approval an annual request for county funds to support the program. The request shall be in the form and at the time determined by the Boards of Commissioners.
- Annually approve the Authority's operating budget for the year.
- Take those actions it considers necessary and appropriate to secure private, federal, and other public funds to help support the Authority.
- Approve and authorize all contracts for the provision of services.

- Review and evaluate the quality, effectiveness, and efficiency of services being provided by the Authority. The NLCMHA participating counties shall periodically identify and update specific evaluation criteria and standards to be used to determine adequate performance—current evaluation requirements are documented in this Agreement under **Section XVI, Transparency, Performance, and Quality Assurance**. These performance documents shall be in writing to each of the NLCMHA member counties. The NLCMHA Board and representative counties reserve the right to update performance and evaluation requirements on an annual basis.
- Appoint a Chief Executive Officer of the Authority to supervise and administer the Authority's community mental health services program who shall meet standards of training and experience established by the Department,
- Establish general policy guidelines within which the Chief Executive Officer shall execute the community mental health services program.
- Require the Chief Executive Officer to select a physician, a registered professional nurse with a specialty certification issued under section 1721O of the Public Health Code, Act No. 368 of the Public Acts of 1978, being MCL § 333.17210, or a licensed psychologist to advise the Chief Executive Officer on treatment issues.
- Deposit directly State and local contributions and all other funds, which the Authority has the duty to ensure are banked and accounted for consistent with requirements of the laws for local governmental units.
- Invest when appropriate surplus funds or proceeds of grants, gifts or bequests in generally accepted depositories or investments and account to the counties in accordance with the Fiscal Accountability section (Article XX).

X.

NLCMHA Board Attendance

It is required that all appointed NLCMHA Board members be available for the regular monthly meetings of the Board. All members of the NLCMHA governing board, including elected officers, shall be permitted three absences of regular Board meetings every twelve (12) successive months. Each member shall notify the NLCMHA Chair of the Board or his/her designee prior to the called meeting of a proposed absence. Absences will be recorded by the Secretary in the minutes of the meeting. The Secretary shall maintain an attendance record for each meeting.

If a Board Member anticipates an extended absence, this will be submitted in writing or documented during a regular board meeting (as part of the minutes) so that the Board may plan for and manage

the work assigned to that member. If there is an excess of three absences in a twelve-month (12) period, the NLCMHA Board Chair or his/her designee will notify the applicable county to determine if a new appointment should occur.

XI.

Powers of the Authority

In addition to other powers of a Community Mental Health Services Program (CMHSP) as set forth in the Mental Health Code, the Authority has all of the following powers (MCL § 330.1205 (4)),

- To fix and collect charges, rates, rents, fees, or other charges and to collect interest.
- To make purchases and contracts.
- To transfer, divide, or distribute assets, liabilities, or contingent liabilities. During the interim period between notification by a county under MCL § 330.1220 of its intent to terminate participation in a multi-county Authority and the official termination of that participation, the Authority's power under this subdivision is subject to any Agreement between the Authority and the county that is terminating participation, if that Agreement is consistent with the enabling resolution that created the Authority.
- To accept gifts, grants, or bequests and determine the manner in which those gifts, grants, or bequests may be used consistent with the donor's request.
- To acquire, own, operate, maintain, lease, or sell real or personal property. Before taking official action to sell residential property, however, the Authority shall do all of the following:
 - Implement a plan for alternative housing arrangements for recipients residing on the property.
 - Provide the recipients residing on the property or their legal guardians, if any, an opportunity to offer their comments and concerns regarding the sale and planning alternatives.
 - Respond to those comments and concerns in writing.

Additionally, the Authority has the authority to do the following in its own name:

- Enter into contracts and Agreements.
- Employ staff.
- Acquire, construct, manage, maintain, or operate buildings or improvements.
- Subject to subdivision 5, above, acquire, own, operate, maintain, lease, or dispose of real or personal property During the interim period between notification by a county under MCL § 330.1220 of its intent to terminate participation in a multi-county Authority and the official

termination of that participation, the Authority's power under this subdivision is subject to any Agreement between the Authority and the county that is terminating participation, if that Agreement is consistent with the enabling resolution that created the Authority.

- Incur debts, liabilities, or obligations that do not constitute the debts, liabilities, or obligations of the creating county or counties.
- Commence litigation and defend itself in litigation.
- To invest funds in accordance with statutes regarding investments.
- To set up reserve accounts, utilizing state funds in the same proportion that state funds relate to all revenue sources, to cover vested employee benefits including but not limited to accrued vacation, health benefits, the employee payout portion of the accrued sick leave, if any, and worker's compensation. In addition, the Authority may set up reserve accounts for depreciation of capital assets and for expected future expenditures for an organizational retirement plan.
- To develop a charge schedule for services provided to the public and utilize the charge schedule for first and third-party payers. The charge schedule may include charges that are higher than costs for some service units by spreading non-revenue service unit costs to revenue-producing service unit costs with total charges not exceeding total costs. All revenue over cost generated in this manner shall be utilized to provide services to priority populations.
- To be responsible for all executive administration, personnel administration, finance, accounting, and management information system functions. The Authority may discharge this responsibility through direct staff or by contracting for services.
- To borrow money:
- The Authority may borrow money to finance or refinance the purchase of real property or tangible personal property of the Authority. These contractual obligations shall be secured by a mortgage on the real property or a security interest or other lien on the tangible property. MCL § 330.1205 (10).
- The Authority may enter into an installment purchase agreement for the purchase or refinancing of personal property for public purposes. The installment purchase agreement for the purchase of personal property shall not be for a longer term than the useful life of the tangible personal property. MCL § 330.1205 (11)
- The Authority may borrow money and issue notes by resolution of a simple majority vote of its governing board, which notes shall not exceed 20% of the previous year's annual income and shall mature not more than 18 months from the date of their issuance. Notes shall be issued for the purposes of meeting expenses of the Authority, including the expenses of

operation and maintenance of its facilities, and payments due to its contracted service providers. Moneys borrowed under this section must conform to MCL § 330.1205 (13).

- To engage in or perform all other functions as authorized by statute or rule consistent with the function and purpose of the Authority.
- **Additional Powers:** All powers, duties, obligations, rights and protections not mentioned herein but otherwise provided by the Mental Health Code are included herein by reference.

XII.

Assets and Liabilities

The Authority is a Community Mental Health Authority and by MCL § 330.1100a, (13); MCL § 330.1204; is a separate legal and administrative public governmental entity from the county or counties that established it and created it under MCL § 300.1205; to operate as a community mental health program. The Authority as a public governmental body corporate has those powers herein defined and defined in the Mental Health Code, PA 258 of 1974, as amended, as well as those generally applicable to a separate legal entity, including the power to sue and be sued in its own name.

The participating counties creating the Authority are not liable for any intentional, negligent, or grossly negligent act or omission, for any financial affairs, or for any obligation of the Authority, its Board, employees, representatives, or agents.

All the privileges and immunities from liability and exemptions from laws, ordinances, and rules that are applicable to county Community Mental Health Agencies or Community Mental Health Organizations and their Board members, officers, and administrators, and county elected officials and employees of county government are retained by the Authority and the Board members, officers, agents, and employees of the Authority created under Section 205 of PA 290 of 1995, as amended. (MCL § 330:1205)

The Authority shall not levy any type of tax or issue any type of bond in its own name or financially obligate any unit of government other than itself. The Authority is precluded from using the word "county" or "counties" in its name or in any contracts, letter or other written document. The revenues and full faith and credit of the counties are not pledged or available for any liability of the Authority.

NLCMHA shall procure and maintain all risk insurance in the amount of ten million dollar (\$10,000,000) liability limit, workers compensation, errors and omissions and any other insurance coverage

appropriate or necessary for proper coverage of the Authority, its Board, Employees, and Agents to properly insure the Authority, considering its nature, purpose and function.

The value of NLCMHA's fixed assets is established in the Audited Financial Statements annually and confirmed by independent audit. The documentation of individual asset valuations may be obtained at the NLCMHA's Administrative Offices. The property owned by NLCMHA includes, but is not limited to, the following:

- Property at 2715 Townline Road, Houghton Lake, Michigan.
- Property at 1620 Wright Street, Cadillac, Michigan.
- Property at 204 Meadows Drive, Grayling, Michigan.
- Property at 527 Cobbs Street, Cadillac, Michigan.
- Property at 200 Topher Road, Houghton Lake, Michigan.
- Property at 3137 Cedar Valley Dr., Traverse City, Michigan.
- Property at 1265 Harvest West, Traverse City, Michigan.
- Property at 2105 6th Street, Cadillac, Michigan.

All current and future leases held by NLCMHA are the liability of the Authority and the NLCMHA member counties are similarly held harmless and indemnified from those contracts, and all related financial and legal obligations. This includes but is not limited to the lease with the Foundation for Mental Health for the property at 105 Hall St., Traverse City, Michigan.

XIII.

Personnel

The employees and contractors of the NLCMHA are not county employees or contractors. The NLCMHA is the employer with regard to all laws pertaining to employee and employer or contractor rights, benefits and responsibilities. NLCMHA employees will continue to accrue retirement and other benefits consistent to those documented in the NLCMHA policies.

XIV.

Funding

The Counties agree to annually fund the Authority's program at the amount of funds as appropriated by the Counties in calendar year 2003, at the funding level prescribed by MCL§ 330.1308, (2)):

- Crawford County: \$35,600
- Grand Traverse County: \$682,200
- Leelanau County: \$139,700
- Missaukee County: \$35,272
- Roscommon County: \$57,425
- Wexford County: \$76,543

The County funds will be payable to the Authority on a quarterly basis, in the first week of the quarter. The Authority will then be responsible for all county charges for public mental health services.

If the Department reduces its annual contribution to the Authority more than 10% below the base year funding for fiscal year 2002-2003, then the Counties may consider their termination of the counties' participation in the Community Mental Health program, in accordance with MCL § 330.1220.

XV.

Transfer of Assets & Liabilities

Upon the effective date of the establishment of the new Authority all assets, debts, liabilities and obligations of the two pre-existing Authorities are transferred to the new Authority. This transfer includes, but is not limited to, equipment, furnishings, supplies, cash, investments and other personal property, which shall be transferred to the Authority. The Authority shall indemnify and hold harmless the counties from any and all liability in regard thereto.

All the leases are legally held by the Authority. All contracts and agreements including contracts for behavioral health services have been transferred and assigned to the Authority. The Authority, where necessary, will obtain a novation of contracts.

XVI.

Transparency, Performance, and Quality Assurance

The NLCMHA CEO shall provide Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties Board of Commissioners, separately, the following documents:

- An Annual Report to be provided in the first quarter of the calendar year covering the prior fiscal year,
- Quarterly and annual electronic copies of the Michigan Mission-Based Performance Indicator System Reports (MMBPIS) outlining the performance of all of the Michigan CMH entities,

- A monthly Key Performance Indicator Report (Attachment III) and, as requested,
 - Any information provided by the Northern Michigan Regional Entity (NMRE) pertaining to the NLCMHA region (e.g., outcomes, audits, etc.) will be provided to all of the NLCMHA counties.
 - Any and all information related to the operations of the Authority, within thirty (30) days of formal written request from any of the NLCMHA counties. Information requested from any county in the NLCMHA region will be provided to all member counties of the NLCMHA region. Refer also to Article XX. Fiscal Accountability, page twenty-one (21).

Additionally, the NLCMHA CEO will notify Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford Counties Board of Commissioners within 30 days of any of the following circumstances:

- Loss of insurance.
- Qualified opinion on financial audit or financial review.
- Pending or successful litigation claim against Provider.
- Any state or federal corrective action plans.
- Loss of substance use disorder (SUD) treatment, prevention, or Drug Enforcement Administration (DEA) license.
- Any change in state licensure or certification, including but not limited to termination, revocation, suspension or investigation.
- Loss of accreditation (if applicable).

XVII.

NLCMHA Dispute Resolution Process

Occasionally disputes may arise between NLCMHA, the NLCMHA member counties, and/or NMRE that cannot be resolved through amicable discussion. Any dispute related to the Bylaws of the NLCMHA or to this Enabling Agreement must be resolved in accordance with this Enabling Agreement which is also outlined in the NLCMHA Board Bylaws. Any other disputes between NLCMHA, the NLCMHA member counties, and/or the NMRE will be resolved as follows:

The Chief Executive Officer of the NLCMHA will attempt to resolve the dispute through discussion with the NLCMHA Board Members first.

If the dispute remains unresolved, one or more of the following parties may present the dispute to the NLCMHA Dispute Resolution Committee:

- The Board Chair or CEO of the NLCMHA,
- The Board Chair or CEO of the Northern Michigan Regional Entity (NMRE), and/or
- Any of the County Administrators and/or the Board Chairs of the NLCMHA member counties Boards of Commissioners.

The NLCMHA Dispute Resolution Committee will have seven voting members and an ex-officio, non-voting member appointed by the NMRE. The composition of the voting membership will consist of one designee from each of the participating NLCMHA counties with the exception of Grand Traverse County which will be allowed two voting members. The Dispute Resolution Committee will select a Chair and a Vice Chair by simple majority vote of the seven voting members annually in January. Decisions regarding disputes that are rendered by the NLCMHA Dispute Resolution Committee require a super majority vote of five of the Dispute Resolution Committee members. The NLCMHA Dispute Resolution Committee will discuss the documented dispute presented and render a written decision within thirty (30) days of receiving the (written) dispute.

If the dispute continues to be unresolved to the satisfaction of the Board Chairs and/or CEOs of NLCMHA and/or NMRE, and/or the County Chairs or Administrators of the NLCMHA member counties, those afore-mentioned parties are allowed to provide an alternative written description of a possible solution to the NLCMHA Dispute Resolution Committee. The NLCMHA Dispute Resolution Committee will have thirty (30) calendar days to review the alternative documented solution. Another vote of the NLCMHA Dispute Resolution Committee will be conducted consistent to the parameters described in the previous paragraph. The NLCMHA Dispute Resolution Committee may elect to provide the same written decision or provide a documented revision. The decisions rendered by the NLCMHA Dispute Resolution Committee will be final unless superseded by state or federal law. Notices of the meeting will be posted by each of the members of the NLCMHA Dispute Resolution Committee in their respective counties. The Dispute Resolution Committee meetings will be subject to the Open Meetings Act and will be open to public attendance.

XVIII.

Duration of Agreement and Rights Upon Termination

The duration of this Agreement shall be perpetual, unless dissolved as hereinafter provided. Any of the Counties participating pursuant to this Agreement may accomplish a termination by a resolution passed by a simple majority of their respective County Board of Commissioners with official notice from said County Board of Commissioners to the MDHHC, the Authority, and the other NLCMHA participant County Boards of Commissioners (MCL 330.1220). The date of termination shall be one (1) year following the receipt of such notification by the MDHHS, unless the Director of MDHHS

consents to an earlier termination. In the interim between notification and official termination, all Counties participation in the NLCMHA pursuant to this Agreement shall be maintained in good faith. Upon the termination of participation by any County, the Authority shall be dissolved on the effective date of termination.

Upon the termination or dissolution of the Authority, all assets net of liabilities shall be transferred to the successor Community Mental Health Services Program or Programs that replace the Authority. (MCL § 330.1205 {2} (c)).

Upon the termination or dissolution of the Authority and in the event that there is no successor organization or organizations providing mental health services, all other remaining assets net of liabilities shall be transferred to the Counties in proportion to the county population. The real property of the Authority, to the extent that it is not needed to satisfy any liabilities, will be transferred to the Counties in which the property is located.

XIX.

Amendment Procedures

This Agreement may be amended only by the mutual Agreement of all the contracting counties pursuant to a resolution authorized by all of the County Boards of Commissioners and entered into in writing.

XX.

Certification of Authority to Sign this Agreement

The persons signing this Operating Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Operating Agreement on behalf of said parties, and that this Operating Agreement has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(is).

XXI.

Fiscal Accountability

The NLCMHA shall provide fiscal accountability to the participating NLCMHA counties and to the MDHHS in the following manner:

- An annual statement of revenue and expenses; and a report that indicates the amounts and cost of services provided to residents of each participating county.

- Provide to each participating NLCMHA counties, and to the MDHHS a copy of an annual independent audit performed by a certified public accountant in accordance with governmental auditing standards issued by the comptroller of the United States.
- A summary document of the general fund balance for NLCMHA annually including what funds were used and what is unspent.

XXII.

Conflict of Provisions

If there is any conflict between this Agreement and the Michigan Mental Health Code, as existing or as subsequently amended, the Mental Health Code shall prevail, and those provisions of this Agreement inconsistent therewith shall be deemed of no effect.

XXIII.

Effectuation of Agreement

This Agreement shall not take effect until approved by the Counties of Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon and Wexford, and the Michigan Department of Health and Human Services (MDHHS) as provided for in MCL § 330.1205. Upon receipt of certification by the MDHHS (MCL § 330.1232a), this Agreement shall become effective on the first day of January, April, July, or October immediately following the date of final approval (MCL § 330.1219 (1)), after it has been filed with the Secretary of State and with the County Clerk of each participating county in the NLCMHA region.

The administrative business address of the Authority is as follows:

Northern Lakes Community Mental Health Authority
105 Hall Street, Suite A
Traverse City, Michigan 49684

Any subsequent change thereof by the Authority shall be reported in writing to the forming Counties, the MDHHS, and the Secretary of State.

NOTE: Signatures, following pages.

Crawford County

The persons signing this Agreement hereby verify by their signatures that they are authorized to execute this this Agreement pursuant to the appropriate County Boards of Commissioners resolutions.

IN THE PRESENCE OF:

CRAWFORD COUNTY:

By: _____
Chairperson, Crawford County
Board of Commissioners

County Seal

Date: _____

By: _____
Crawford County Clerk

Date: _____

Date Approved by the County: _____

FILED WITH:

Michigan Department of Health and Human Services
Elizabeth Hertel, Director
Date: _____

Crawford County Clerk
Sandra Moore, Crawford County Clerk and Register of Deeds
Date: _____

Secretary of State
Jocelyn Benson, Secretary of State

Date: _____

Grand Traverse County

The persons signing this Agreement hereby verify by their signatures that they are authorized to execute this Agreement pursuant to the appropriate County Boards of Commissioners resolutions.

IN THE PRESENCE OF:

County Seal

GRAND TRAVERSE COUNTY:

By: _____
Chairperson, Grand Traverse County
Board of Commissioners

Date: _____

By: _____
Grand Traverse County Clerk

Date: _____

Date Approved by the County: _____

FILED WITH:

Michigan Department of Health and Human Services
Elizabeth Hertel, Director
Date: _____

Grand Traverse County Clerk
Bonnie Scheele, Grand Traverse County Clerk and Register of Deeds
Date: _____

Secretary of State
Jocelyn Benson, Secretary of State

Date: _____

Leelanau County

The persons signing this Agreement hereby verify by their signatures that they are authorized to execute this this Agreement pursuant to the appropriate County Boards of Commissioners resolutions.

IN THE PRESENCE OF:

LEELANAU COUNTY:

By: _____
Chairperson, Leelanau County
Board of Commissioners

County Seal

Date: _____

By: _____
Leelanau County Clerk

Date: _____

Date Approved by the County: _____

FILED WITH:

Michigan Department of Health and Human Services
Elizabeth Hertel, Director
Date: _____

Leelanau County Clerk
Michelle Crocker, Leelanau County Clerk
Date: _____

Secretary of State
Jocelyn Benson, Secretary of State
Date: _____

Missaukee County

The persons signing this Agreement hereby verify by their signatures that they are authorized to execute this this Agreement pursuant to the appropriate County Boards of Commissioners resolutions.

IN THE PRESENCE OF:

MISSAUKEE COUNTY:

By: _____
Chairperson, Missaukee County
Board of Commissioners

County Seal

Date: _____

By: _____
Missaukee County Clerk

Date: _____

Date Approved by the County: _____

FILED WITH:

Michigan Department of Health and Human Services
Elizabeth Hertel, Director
Date: _____

Missaukee County Clerk
Jessica Nielsen, Missaukee County Clerk and Register of Deeds
Date: _____

Secretary of State
Jocelyn Benson, Secretary of State

Date: _____

Roscommon County

The persons signing this Agreement hereby verify by their signatures that they are authorized to execute this Agreement pursuant to the appropriate County Boards of Commissioners resolutions.

IN THE PRESENCE OF:

ROSCOMMON COUNTY:

By: _____
Chairperson, Roscommon County
Board of Commissioners

County Seal

Date: _____

By: _____
Roscommon County Clerk

Date: _____

Date Approved by the County: _____

FILED WITH:

Michigan Department of Health and Human Services
Elizabeth Hertel, Director
Date: _____

Roscommon County Clerk
Michelle Stevenson, Roscommon County Clerk and Register of Deeds
Date: _____

Secretary of State
Jocelyn Benson, Secretary of State

Date: _____

Wexford County

The persons signing this Agreement hereby verify by their signatures that they are authorized to execute this Agreement pursuant to the appropriate County Boards of Commissioners resolutions.

IN THE PRESENCE OF:

WEXFORD COUNTY:

By: _____
Chairperson, Wexford County
Board of Commissioners

County Seal

Date: _____

By: _____
Wexford County Clerk

Date: _____

Date Approved by the County: _____

FILED WITH:

Michigan Department of Health and Human Services
Elizabeth Hertel, Director
Date: _____

Wexford County Clerk
Alaina Nyman, Wexford County Clerk
Date: _____

Secretary of State
Jocelyn Benson, Secretary of State
Date: _____

Attachment I

Schedule of Board Appointments by County

The following Schedule of Appointments is intended to stagger appointments, so that one third of appointments expire each year unless otherwise required due to board member resignations, terminations, or loss of eligibility due to change of residence, no longer an active commissioner, etc.).

- All appointments are consistent to each NLCMHA member counties policies and procedures. If a replacement board member is needed that (replacement) board member will fulfil the remainder of the departing board member’s term unless specified differently in that appointing NLCMHA member county’s policies and procedures.
- The ongoing target is to maintain a board that will not exceed 16 members with the following composition:

Types of Appointments to the NLCMHA Board

Board Member Types / Qualifications	Min/Max
Commissioners (one per county required)	6
Primary and Secondary Consumers (30% of board composition is required to be consumers per Michigan Mental Health Code)	2-3 (primary) + 2-3 (secondary) = 5 or more total members
Behavioral health Professionals; General Public; Public Officials	4-5
Total Members	16

- The intent is to have a balanced board having all different board member qualifications and backgrounds represented.
- Board appointments should not exceed the maximum number within each category of representation.
- For those types that have a minimum, appointments should have at least that number.
- Due to the larger population size, Grand Traverse County will have 6-seats on the NLCMHA Board.
- Each of the NLCMHA member counties are required to have one county commissioner representative serve on the NLCMHA board. If a NLCMHA member county cannot fulfill this specific placement that position will be held open on the NLCMHA board until it can be assigned. (MCL § 330.1222)

- In the event that a county commissioner appointee to the NLCMHA board does not continue to be an active commissioner, that individual will be required to step down from the NLCMHA board and that involved county will appoint a new, active commissioner to the NLCMHA board.

Attachment II

Adult Jail Diversion Practice Requirements

Statement of Purpose

The following are the Michigan Department of Health and Human Services (MDHHS) jail diversion requirements for Community Mental Health Services Programs (CMHSPs). The below summary is provided as required under the authority of the Michigan Mental Health Code, PA 258 of 1974, Sec. 330.1207 - Diversion from jail incarceration (Add. 1995, Act 290, Effective March 28, 1996).

330.1207 Diversion from jail incarceration. Sec. 207

The Michigan Mental Health Code states: "Each community mental health service program shall provide services designed to divert persons with serious mental illness, serious emotional disturbance, or developmental disability from possible jail incarceration when appropriate. These services shall be consistent with policy established by the department." (Michigan Department of Health and Human Services)

Definitions

Arraignment: The stage in the court process where the person is formally charged and enters a plea of guilty or not guilty.

Booking: The stage in the law enforcement custody process following arrest, when the individual is processed for formal admission to jail.

CMHSP: Community Mental Health Services Program. A program operated under Chapter 2 of the Mental Health Code as a county mental health agency, a community mental health organization or a community mental health authority.

Co-Occurring Disorder: A dual diagnosis of a mental health disorder and a substance disorder.

MDHHS: Michigan Department of Health and Human Services.

GAINS Center: The National GAINS Center for People with Co-Occurring Disorders in the Justice System is a national center for the collection and dissemination of information about effective mental health and substance abuse services for people with co-occurring disorders who come in contact with the justice system. The GAINS Center is operated by Policy Research Inc. (PRI), through a

cooperative agreement administered by the National Institute of Corrections (NIC). (GAINS Center website at www.gainsctr.com).

In-jail Services: Programs and activities provided in the jail to address the needs of people with serious mental illness, including those with a co-occurring substance disorder, or a developmental disability. These programs or activities vary across the state and may include crisis intervention, screening, assessment, diagnosis, evaluation, case management, psychiatric consultation, treatment, medication monitoring, therapy, education and training. Services delivered are based on formal or informal agreements with the justice system.

Jail Diversion Training: Cross training of law enforcement, court, substance abuse and mental health personnel on the diversion system and how to recognize and treat individuals exhibiting behavior warranting jail diversion intervention.

Jail Diversion Program: A program that diverts individuals with serious mental illness (and often co-occurring substance disorder) or developmental disability in contact with the justice system from custody and/or jail and provide linkages to community-based treatment and support services. The individual thus avoids or spends a significantly reduced time period in jail and/or lockups on the current charge. Depending on the point of contact with the justice system at which diversion occurs, the program may be either a pre-booking or post-booking diversion program. Jail diversion programs are intended for individuals alleged to have committed misdemeanors or certain, usually non-violent, felonies and who voluntarily agree to participate in the diversion program.

Post-booking Diversion program: Diversion occurs after the individual has been booked and is in jail, out on bond, or in court for arraignment. Often located in local jails or arraignment courts, post-booking jail diversion programs staff work with stakeholders such as prosecutors, attorneys, community corrections, parole and probation officers, community-based mental health and substance abuse providers and the courts to develop and implement a plan that will produce a disposition outside the jail. The individual is then linked to an appropriate array of community-based mental health and substance abuse treatment services.

Pre-booking Diversion Program: Diversion occurs at the point of the individual's contact with law enforcement officers before formal charges are brought and relies heavily on effective interactions between law enforcement officers and community mental health and substance abuse services. Most pre-booking programs are characterized by specialized training for law enforcement officers.

Some model programs include a 24-hour crisis drop-off center with a no-refusal policy that is available to receive persons brought in by the law enforcement officers. The individual is then linked to an appropriate array of community-based mental health and substance abuse treatment services.

Screening: Evaluating a person involved with the criminal justice system to determine whether the person has a serious mental illness, co-occurring substance disorder, or a developmental disability, and would benefit from mental health services and supports in accordance with established standards and local jail diversion agreements.

330.1207a Persons entering criminal justice system; collaborative program to provide mental health treatment and assistance; interagency agreement; rules; funds. Sec. 207a.

(1) Each county shall have a written interagency agreement in place for a collaborative program to provide mental health treatment and assistance, if permitted by law and considered appropriate, to persons with serious mental illness who are considered at risk for 1 or more of the following:

- (a) Entering the criminal justice system.
- (b) Not receiving needed mental health treatment services during a period of incarceration in a county jail.
- (c) Not receiving needed mental health treatment services upon release or discharge from incarceration in a county jail.
- (d) Being committed to the jurisdiction of the department of corrections.

(2) Parties to the interagency agreement referenced in subsection (1) shall include, at a minimum, all of the following:

- (a) The county sheriff's department.
- (b) The county prosecutor's office.
- (c) The community mental health services program that provides services in that county.
- (d) The county board of commissioners.
- (e) A district court judge who serves in that county or, if there is more than 1 district in the county, a district court judge who serves in the county who is designated either by the chief judge of a district court within that county or a chief judge with authority over a district court in that county.
- (f) A circuit court judge who serves in that county who is designated either by the chief judge of the circuit court or by a chief judge with authority over the circuit court in that county.

(3) The interagency agreement referenced in subsection (1) shall, at a minimum, cover all of the following areas:

- (a) Guidelines for program eligibility.
- (b) Interparty communication and coordination.
- (c) Day-to-day program administration.
- (d) Involvement of service consumers, family members, and other stakeholders.
- (e) How the program shall work with local courts.
- (f) How the program shall address potential participants before and after criminal charges have been filed.
- (g) Resource sharing between the parties to the interagency agreement.
- (h) Screening and assessment procedures.
- (i) Guidelines for case management.
- (j) How the program described in subsection (1) will work with county jails.
- (k) Criteria for completing the program described in subsection (1).
- (l) Mental health treatment services that are available through the program described in subsection (1).
- (m) Procedures for first response to potential cases, including response to crises.
- (n) How the administrators of the program described in subsection (1) will report the program's actions and outcomes to the public.

(4) A county that has a written interagency agreement referenced in subsection (1) in place on the effective date of the amendatory act that added this section may maintain that interagency agreement but must ensure that its interagency agreement contains all of the provisions described in subsection (3).

(5) The department, the state court administrative office, and parties to the interagency agreement may establish additional policies and procedures to be included in the county interagency agreement required under this section.

(6) The department may promulgate rules to implement this section according to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328.

(7) A county is not required to provide funds for the program described in subsection (1). In implementing the provisions of this section, a county is required to expend funds for the program described in subsection (1) only to the extent appropriated annually by the legislature for the program.

330.1207b Provision of mental health services to county jail inmates; use of state general fund/general purpose dollars by community mental health services program.

Sec. 207b. If a community mental health services program has entered into an agreement with a county or county sheriff to provide mental health services to the inmates of the county jail, the department shall not prohibit the use of state general fund/general purpose dollars by community mental health services programs to provide mental health services to inmates of the county jail.

Attachment III

Northern Lakes CMH Authority Key Performance Indicators (to be reported to the NLCMHA Member Counties Quarterly)

NLCMHA Mission: To improve the overall health, wellness, and quality of life of the individuals, families, and communities that we serve.

❖ Strategic Objectives

Objective	Strategic Objective
1	Transform the NLCMHA's behavioral health services into a nationally recognized, results-based model of care by promoting a common vision, accountable collective action, transparency, and innovative programs.
2	Ensure individuals served at NLCMHA receive quality services to meet their unique needs.
3	Ensure individuals and families receive quality services to meet their unique needs, resulting in access to the right services, at the right time, in the right amount.
4	Build and support a community that promotes recovery and resilience to help individuals and families thrive.
5	Promote behavioral health wellness through prevention and early intervention services and supports.
6	Strengthen community partnerships to better integrate and coordinate services towards a sustained shared vision of excellence
7	Create and maintain a highly efficient, transparent, and responsive organization.

❖ Key Performance Indicators

Measure	Prior Quarter Results	FY 22-23 Target	FY 22-23 Actual
Ensure individuals served at NLCMHA receive quality services to meet their unique needs. (5 Measures)			
Percent of consumers at NLCMHA readmitted to psychiatric inpatient services within 90 days		<20%	
Percent of consumers who were diverted from psychiatric inpatient admission		>30%	
Number of substantiated Recipient Rights' Complaints.		<5	
Number of Upheld Appeals		<5	
Number of Upheld Grievances		<5	
Ensure individuals and families receive quality services to meet their unique needs, resulting in access to the right services, at the right time, in the right amount. (6 Measures)			
Percent of adults newly enrolled in Mental Health services who had their first clinical service within 14 days of enrollment		>80%	

Percent of children newly enrolled in Mental Health services who had their first clinical service within 14 days of enrollment		>80%	
Percent of adults newly enrolled in Substance Abuse services who had their first clinical service within 14 days of enrollment		>80%	
Percent of adults newly enrolled in developmental disability services who had their first clinical service within 14 days of enrollment		>80%	
Percent of children newly enrolled in developmental disability services who had their first clinical service within 14 days of enrollment		>80%	
Percent of Substance Use Disorder (SUD) clients successfully discharged who re-entered services within 90 days		<25%	
Build and support a community that promotes recovery and resilience to help individuals and families thrive. (2 Measures)			
Number of certified peers employed during the quarter		>8	
Percent of consumers surveyed in the Behavioral Health Satisfaction Survey who were satisfied with the person-centered planning process		>85%	
Strengthen community partnerships to better integrate and coordinate services towards a sustained shared vision of excellence (1 Measure)			
Percent of consumers who were discharged from a psychiatric hospital and had a follow-up service within 30 days		>90%	

Workload Measures

Measure	Last Quarter Results	FY 2023 Target	FY 2023 Actual
Peer Specialists and Recovery Coaches (2 Measures)			
Number of new Certified Peer Specialists to include those in specialty tracks of family and youth		>2	
Number of people trained in Recovery Coaching		>5	
Communication (2 Measures)			
Number of public outreach events per quarter		>3	
Number of hits to the NLCMHA website		>100	
Outreach Services (1 Measure)			
Number of interventions from Crisis Response Team		>24	
Operational/Legal Matters (2 Measures)			
Staff turnover per quarter		<10%	
Claims filed with Michigan Municipal Risk Management Authority		<3	

Customer	AT&T
WEXFORD COUNTY Street Address: 437 E DIVISION ST City: CADILLAC State/Province: MI Zip Code: 49601 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: JOE PORTERFIELD Title: COUNTY ADMINISTRATOR Street Address: SAME City: State/Province: MI Zip Code: Country: USA Telephone: 231 779-9453 Fax: Email: administration@wexfordcounty.org	Name: VERNON WILLIAMS Street Address: 1628 VINCENNES AV City: CHICAGO HEIGHTS State/Province: IL Zip Code: 60411 Country: USA Telephone: 7083046210 Fax: Email: vw1297@att.com Sales/Branch Manager: RYAN ADDISON SCVP Name: Sales Strata: LED Sales Region: EAST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order (“CSO”) subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTN's.	

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ar/index.html
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mu/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/wg/index.html

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 1200 MAD 240
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)			
1 Year Term	1 Year Term	2 Year Term	2 Year Term
2% – MARC \$1,200	6% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

Business Access Line Rates:

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

PBX Analog Trunk Discounts:

State	1 Year	2 Year
AR, KS, MO, OK, TX	10%	10%

Optional Features: Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)	Discount
	40%

Local Usage Rates/Discounts:

State	Per Minute Rate	
	1 Year	2 Year
CA - Zone 1	\$0.019	\$0.019
CA - Zone 2	\$0.019	\$0.019
CA - Zone 3	\$0.024	\$0.024
IL - Band A	\$0.016	\$0.016
IL - Band B	\$0.034	\$0.034
IL - Band C	\$0.055	\$0.051

State	Per Message Rate	
	1 Year	2 Year
MI	\$0.090	\$0.090
OH	\$0.070	\$0.070
WI	\$0.110	\$0.110

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

State	Discount
MI	35%
OH	15%
WI	30%

Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.055	\$0.054
AR, KS, MO, OK, TX	\$0.100	\$0.100
CA	\$0.060	\$0.060

Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate:

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.120	\$0.115

5. SHORTFALL CHARGE

Shortfall Charge:	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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6. EARLY TERMINATION CHARGE

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p>With No IL BTNs</p> <ul style="list-style-type: none"> 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term <p>With IL BTNs</p> <ul style="list-style-type: none"> MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> For IL BTNs, IL MARC Termination Charge; plus For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term
IL	<ul style="list-style-type: none"> the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

7. BILLING TELEPHONE NUMBER (BTN) LIST

Eligibility: (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> must be valid business lines; may not be Consolidated or Special Bill Numbers; may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers are all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
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BTN List follows

BTN LIST

Main BTN, with area code and customer code:	231 779-5352 550	State of Main BTN: (ex: IL)	MI

Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)
231 779-3148 557	MI				
231 779-4647 001	MI				
231 779-6078 219	MI				
231 779-4008 551	MI				
231 779-9530 530	MI				