

**Staff Report**

**TO:** Criminal Justice County Affairs Committee  
Board of Commissioners

**FROM:** Joe Caleca, Community Corrections

**DATE:** Tuesday, December 2, 2014

**RE:** For the Work Session Agenda December 16, 2014

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**BACKGROUND**

Isabella County Community Corrections entered in to a three year contract with Partners in Change to provide Cognitive Change Programming for the length of our current contract with the Michigan Department of Corrections. We have revised the Cognitive Change program recently to again offer and require participation in an Aftercare program. Our hope is to improve our outcomes with our offenders by increasing the length of stay in our program to allow them to focus on the risk factors identified in their Relapse and Recidivism plans completed at the end of our Outpatient Group. The Provider also is employing a Master's level therapist for the in-jail portion of the program. Previously this has been done by a Master's level student. We want to revise our contract with Partners in Change to reflect these changes. This revised contract only covers the 2015 Fiscal Year.

**ALTERNATIVES**

**FINANCIAL IMPACT**

There is no financial impact for Isabella County, since the funds are provided by the Community Corrections grant. Funding has been shifted within the grant budget to allow us to make these changes. The program costs have increased \$3,000 from FY 14

**OTHER CONSIDERATIONS**

The Program and Budget Changes have already been approved by the Office of Community Corrections with their Technical Assistance.

**RECOMMENDATIONS**

Authorize the chair to sign the amended contract and give the original to Ms. Young for safekeeping.

**ATTACHMENT**

Signed copy of amended contract.

**PURCHASE AGREEMENT BY AND BETWEEN THE ISABELLA COUNTY  
BOARD OF COMMISSION AND PARTNERS IN CHANGE: PSYCHOLOGICAL  
AND COMMUNITY SERVICES, PLC**

This agreement, made and entered into by and between the Isabella County Board of Commission, 200 Main Street, Mt. Pleasant, Michigan, hereinafter sometimes referred to as "County," and Partners in Change: Psychological and Community Services, PLC (Partners), 720 W. Wackerly, Suite 11, Midland, Michigan 48640. Mt. Pleasant office is located at 2929 S. Isabella Street, Mt. Pleasant, MI 48858.

WITNESSETH:

WHEREAS, The County is in need of an agency to provide pre-treatment services of individuals sentenced to and housed in the Isabella County Jail Facility, and outpatient and aftercare services to individuals released from the Isabella County Jail; and

WHEREAS, Partners desires to provide pre-treatment services of individuals sentenced to and housed in the Isabella County Jail Facility, and drug testing, outpatient and aftercare services to individuals released from the Isabella County Jail, as are referred by the Isabella County Community Corrections Office (ICCC); and

WHEREAS, the County has agreed to earmark funds for the provision of substance abuse pretreatment, treatment, drug testing, aftercare treatment, and program development, and

WHEREAS, Partners sole purpose is to provide substance abuse and aftercare treatment, and because it is a qualified agency to provide such services.

NOW THEREFORE, consideration of the mutual covenants contained herein; The County and Partners agree as follows:

1. **Term.** The term of this contract is October 1, 2014 through September 30, 2015, the date of signature by the parties hereto notwithstanding, and unless earlier terminated has provided herein.
2. **Definition of Terms.** Eligible person. For purpose of this agreement the term "Eligible Person" means any person referred to Partners by the ICCC. Provided that an otherwise eligible person referred to Partners may be rejected after consideration and consultation, with a representative of the ICCC, for good cause.
3. **Early Termination.** This contract may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice, delivered by mail or in person to the other party. Notice to the ICCC shall be delivered to Mr. Joe Caleca, Community Corrections

Coordinator, 300 North Main St., Mt. Pleasant, MI 48858. If notice is delivered by mail, it shall be deemed received two days after mailing.

4. **Consideration.** In consideration for Partners providing services to as hereinafter described to all eligible persons, the County agrees to pay Partners a sum not to exceed 120 (\$120.00) Dollars per hour of service for in jail programs, One Hundred and Twenty (\$120.00) Dollars per hour of service for outpatient and aftercare treatment groups, Twenty-Five (\$25.00) Dollars per hour for drug testing (of which ICCC provides the drug testing equipment), One Hundred (\$100.00) Dollars per hour for individual sessions, and One Hundred (\$100.00) Dollars per hour for meetings and program development, and in no event shall the total cost of service provided exceed Fifty-One Thousand Eight Hundred and Forty-Five Dollars (\$51,845.00).
5. Partners Agrees.
  - a. To accept all eligible persons for substance abuse treatment, sentenced to and housed in the Isabella County Jail Facility located at 207 Court Street, Mt. Pleasant, MI 48858.
  - b. To provide substance abuse outpatient services, and drug testing to eligible persons after their release from jail.
  - c. To assist ICCC with program design.
  - d. To attend meetings as determined necessary by the ICCC.
  - e. To maintain financial records for services rendered.
  - f. To bill the ICCC on a monthly basis for services rendered and to itemize such bill providing to county with the amount of services for that period.
6. **Independent Contractor.** Partners warrants and represents that it is engaged in an independent business, is fully qualified and has all required licenses and/or certifications to perform the services described above. Partners further represents and agrees that its performance under this contract is that of an independent contractor.
7. **Default.** Failure of Partners, to abide by any of the terms, conditions, or requirements expressed in this agreement shall constitute a default if not promptly corrected by Partners upon receipt of notice of deficiency and request for compliance from the County. In the event of default by Partners, the County may cancel this agreement by sending written notice of cancellation to Partners at its address first written above.
8. **Indemnification.** Partners agrees to hold harmless, indemnify, and defend the County of Isabella, it's commissioners, officers, employees, and agents against any and all claims, losses, damages, or related lawsuits

for damages arising from, alleging arising from, or related to the provision of services hereunder by Partners.

9. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter of this agreement. Any alterations, or amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.
10. **Compliance with Law.** In providing all services pursuant to this contract, Partners shall abide by all statutes, ordinances, rules and regulations, pertaining to, or regulating the provisions of such services including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon written notice of termination of Partners.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the dates written below.

THE ISABELLA COUNTY BOARD OF  
COMMISSION

PARTNERS IN CHANGE

BY: \_\_\_\_\_

BY: Ann L. Date Psy D LP  
Ann L. Date, Psy.D., Licensed Psychologist  
Principal Member

DATE: \_\_\_\_\_

DATE: 11/25/14

Reviewed:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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