



Community • Independence • Empowerment

PUBLIC NOTICE for

INTEGRATED Services of Kalamazoo

Jeffrey W. Patton
Chief Executive Officer

www.iskzoo.org

Administrative Services

615 South Burdick Street
Kalamazoo, MI 49007
Phone: (269) 553-8000

Access Center

615 East Crosstown Parkway
Kalamazoo, MI 49001
Phone: (269) 373-6000
(888) 373-6200
Michigan Relay Center: 711

Integrated Health & Psychiatric Services

615 East Crosstown Parkway
Kalamazoo, MI 49001
Phone (Adults): (269) 553-7037
Phone (Youth): (269) 553-7078

Office of Recipient Rights

610 South Burdick Street
Kalamazoo, MI 49007
Phone: (269) 364-6920

Outpatient Services

2030 Portage Street
Kalamazoo, MI 49001
Phone: (269) 553-7132

Services for Adults with Mental Illness

2030 Portage Street
Kalamazoo, MI 49001
Phone: (269) 553-8000
(888) 373-6200

Services for Adults with Developmental Disabilities

418 West Kalamazoo Ave.
Kalamazoo, MI 49007
Phone: (269) 553-8060
Michigan Relay Center: 711

Services for Youth and Families

418 West Kalamazoo Ave.
Kalamazoo, MI 49007
Phone: (269) 553-7120

Substance Use Disorder Services

Phone: (800) 781-0353

Training

418 West Kalamazoo Ave.
Kalamazoo, MI 49007
Phone: (269) 364-6952

On Monday, May 23, 2022, from 4:00PM-6:30PM, the meeting of the Board of Directors of Integrated Services of Kalamazoo, will be held @ 610 South Burdick Street, Kalamazoo, Michigan (2nd Floor – Board Conference Room).

To mitigate the spread of COVID-19 and its variants, and to protect the public health by limiting in-person contact, ISK (Integrated Services of Kalamazoo) will conduct its board meeting by offering two options: Microsoft TEAMS or in-person. By utilizing these two options to conduct this meeting, we will meet the requirements of the Open Meetings Act.

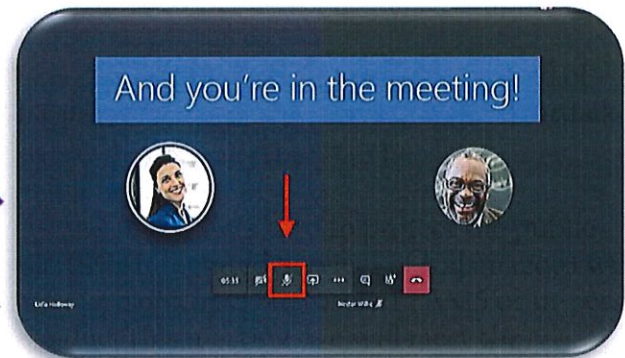
All interested persons may join the remote meeting through the following procedures:

Microsoft Teams meeting

+1 616-272-5624 United States/Conference ID: 870 664 203#

Once you have joined the meeting, please disable your camera, and silence your microphone.

See example.



ISK welcomes and encourages persons to supply input or ask questions on any board business. To communicate with the ISK Board Members or if you have specific needs to take part in the meetings held by the Board. Please contact Demeta J. Wallace at least three (3) business days prior to the scheduled meeting date at Dwallace@iskzoo.org or 269-553-8000.

The ISK Board packet is posted monthly on our website @ www.iskzoo.org.



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AGENDA

INTEGRATED Services of Kalamazoo BOARD HAS SCHEDULED ITS MEETING FOR MONDAY, May 23, 2022, BEGINNING @ 4:00PM via *Microsoft TEAMS*.

- I. CALL TO ORDER - CITY & COUNTY DECLARATION
- II. AGENDA
- III. CITIZEN TIME
- IV. RECIPIENT RIGHTS
 - a. Recipient Rights Monthly Report
- V. PROGRAM SERVICES REPORT/VERBAL
 - a. Program Services Report
- VI. CONSENT CALENDAR/VERBAL MOTION
 - a. Minutes Monday April 25, 2022
 - b. Board Members Responsibilities (Policy)
 - c. Input from Stakeholders (Report)
 - d. Accessibility (Policy)
 - e. Reserves Management (Report)
- VII. FINANCIAL REPORTS
 - a. Financial Condition Report
 - b. Utilization Report
 - c. Investment Report
 - d. April Disbursements/**MOTION**
 - e. Budget Amendment #1/**MOTION**
- VIII. ACTION ITEMS NEW & REVISITED/VERBAL MOTION
 - a. Input from Stakeholders (Policy)
 - b. Appointment/Conflict of Interest Waiver for Karen Longanecker as the alternate on Region#4 (Southwest Michigan Behavioral Health Board) **MOTION**
 - c. Sale Agreement for 827 & 833 Walter Street/**MOTION**
- IX. CHIEF EXECUTIVE OFFICER REPORT/VERBAL
 - a. CEO Report
- X. CITIZEN TIME
- XI. BOARD MEMBER TIME
 - a. SWMBH (Southwest Michigan Behavioral Health) Updates/**Erik Krogh**
 - b. Board Election Results/ **Karen Longanecker**
- XII. ADJOURNMENT

IV.a.

Office of Recipient Rights
Report to the Mental Health Board
On Complaints/Allegations
Closed in: April 2022

Office of Recipient Rights Report to the Mental Health Board
Complaints/Allegations Closed in April 2021

	April 2022	FY 21-22	April 2021	FY 20-21
Total # of Complaints Closed	36	245	44	227
Total # of Allegations Closed	56	410	64	385
Total # of Allegations Substantiated	14	125	23	110

The data below represents the total number of closed allegations and substantiations for the following categories:
Consumer Safety, Dignity/Respect of Consumer, Treatment Issues, and Abuse/Neglect.

ALLEGATIONS	April 2022		April 2021	
Category	TOTAL	SUBSTANTIATED	TOTAL	SUBSTANTIATED
Consumer Safety	1	0	4	1
Dignity/Respect of Consumer	11	0	13	2
Treatment Issues/Suitable Services (Including Person Centered Planning)	15	4	9	3
Abuse I	0	0	1	0
Abuse II	2	2	5	2
Abuse III	3	2	7	3
Neglect I	0	0	0	0
Neglect II	2	2	2	2
Neglect III	2	2	7	6
	36	12	48	19

APPEALS	April 2022	FY 21-22	April 2021	FY 20-21
Uphold Investigative Findings & Plan of Action	1	1	2	6
Return Investigation to ORR; Reopen or Reinvestigate	0	0	0	0
Uphold Investigative Findings but Recommend Respondent Take Additional or Different Action to Remedy the Violation	0	0	0	0
Request an External Investigation by the State ORR	0	0	0	0

ABUSE AND NEGLECT DEFINITIONS – SUMMARIZED

Abuse Class I means serious injury to the recipient by staff. Also, sexual contact between a staff and a recipient.

Abuse Class II means non-serious injury or exploitation to the recipient by staff and includes using unreasonable force, even if no injury results.

Abuse Class III means communication by staff to a recipient that is threatening or degrading. (such as; putting down, making fun of, insulting)

Neglect Class I means a serious injury occurred because a staff person DID NOT do something he or she should have done (an omission). It also includes failure to report apparent or suspected abuse I or neglect I of a recipient.

Neglect Class II means a non-serious injury occurred to a recipient because a staff person DID NOT do something he or she should have done (an omission). It also includes failure to report apparent or suspected abuse II or neglect II of a recipient

Neglect Class III means a recipient was put at risk of physical harm or sexual abuse because a staff person DID NOT do something he or she should have done per rule or guideline. It also includes failure to report apparent or suspected abuse III or neglect III of a recipient.

ORR ADDENDUM TO MH BOARD REPORT

May 2022

Re: April 2022 Abuse/Neglect Violations

April

Abuse Violations

- There were two substantiated Abuse II violations in April 2022.

- The remedial actions for these violations were Employment Termination (2), and Written Reprimand (2).

The 2 violations occurred at the same agency but different program sites.

- There were two substantiated Abuse III violations in April 2022.

- The remedial actions for these violations were Training (2), and Written Reprimand (2).

The 2 violations occurred at 2 different agencies.

Neglect Violations

- There were two substantiated Neglect II violations in April 2022.

- The remedial actions for these violations were Training (3), and Written Reprimand (3). There were 2 staff for one violation. The 2 violations were Neglect II, Failure to Report violations.

The 2 violations occurred at the same agency, but different program sites.

- There were two substantiated Neglect III violations in April 2022.

- The remedial actions for these violations were Employment Termination (1), Staff Transfer (1), Training (1), and Written Reprimand (2).

The 2 violations occurred at 2 different agencies.



Community • Independence • Empowerment

MAY Program Services Update for Adults with Intellectual/Developmental Disabilities

1. Inclusion Advisory Council:

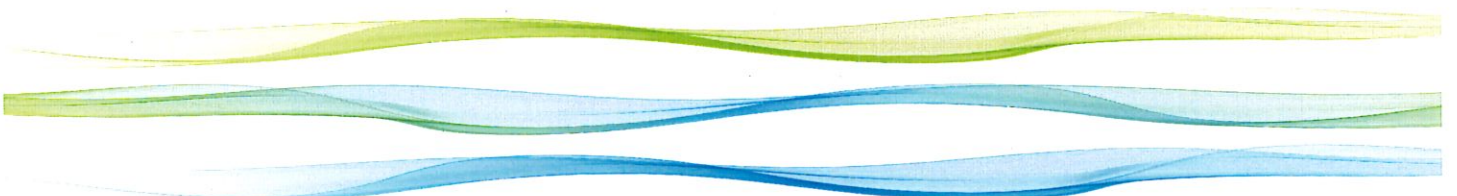
- The Inclusion Advisory Council is a group of individuals being served through the ISK Department serving adults with Intellectual/Developmental Disabilities.
- The purpose of the council is to provide feedback and recommendations to ISK to promote community living and full inclusion for people supported.
- The Council has recently begun meeting in person and has made recommendations regarding telehealth, transportation, COVID impact on community inclusion and more.

2. Skill Building Assistance

- Skill Building Assistance provides training, classes and skills practice for individuals to learn job skills and to be more involved in their communities.
- Skill Building Assistance is one of the services most directly impacted by COVID 19. Both the number of individuals served and the amount of services provided were at zero during the beginning of the pandemic.
- This past year, services have slowly begun to increase, we are serving approximately 70% of the individuals as we did pre-pandemic.
- Providers have shifted hours to accommodate two “shifts” of groups, expanded space to allow for distancing and reached out to individuals previously served. We anticipate being close to pre-pandemic number of individuals served by end of this fiscal year.

3. Specialized Residential

- In the past month, ISK, IDDA department lost capacity for residential options for 11 people. This was a 6-bed group home and a shared living arrangement for 5 individuals who require partial daily supports.
- ISK is continuing to move people to out of county locations due to lack of local options.
- In general, providers report not having additional staff to re-open closed residential homes or to open new homes. Providers report some stability in staffing since last summer (due to the ISK Direct Support Professional wage increase), however the job market has tightened even further with applicant numbers flattening and pay scales in entry level positions increasing. Local providers willing to provide residential services; however, they do not have sufficient Direct Support Professionals to do so.





INTEGRATED Services of Kalamazoo (ISK) Board of Director's Meeting
April 25, 2022 VI.a.

<u>ISK Board Member</u>	<u>Board Members PRESENT</u>	<u>Declaration of Location City/County</u>	<u>Board Members ABSENT</u>
Erik Krogh, <i>CHAIR</i>	X	Kalamazoo/Kalamazoo	
Karen Longanecker, <i>VICE CHAIR</i>	X	Kalamazoo/Kalamazoo	
Nkenge Bergan			X
Sarah Carmany			X
Patrick Dolly	X	Kalamazoo/Kalamazoo	
Pat Guenther	X	Kalamazoo/Kalamazoo - REMOTE - via Microsoft TEAMS	
Michael Raphelson	X	Kalamazoo/Kalamazoo	
Sharon Spears	X	Kalamazoo/Kalamazoo	
Michael Seals	X	Kalamazoo/Kalamazoo	
Veronica McKissack, <i>COMMISSIONER</i>	X	Kalamazoo/Kalamazoo	

ISK - KCMHSAS Staff Present:

Jeff Patton, *CHIEF EXECUTIVE OFFICER*
 Roann Bonney
 Charlotte Bowser
 Wanda Brown
 Ashley Esterline
 Sheila Hibbs
 Beth Ann Meints
 Amy Rottman
 Dianne Shaffer
 Ed Sova
 Alecia Pollard
 Demeta Wallace

ISK - KCMHSAS Staff Absent:

Michael Schlack, *CORPORATE COUNSEL*

Providers:

Shenetta Coleman
 Chief Executive Officer
 Residential Opportunities, Inc.



Call to Order:

Chair Krogh welcomed all in attendance to the [April 25, 2022](#), INTEGRATED Services of Kalamazoo Board meeting. The meeting was called to order at [4:00PM](#).

Agenda:

Board members reviewed the agenda for changes. Board members are recommending no changes to the agenda.

Citizen Time:

No citizens came forth.

Recipient Rights:Recipient Rights Monthly Report:

Roann Bonney, ISK, ORR Director, presented the complaints/allegations closed in March 2022.

Abuse Violations:

There was one substantiated Abuse II violation in March 2022.

- The remedial action for this violation is Written Reprimand (1) and Training (1).

There were three substantiated Abuse III violations in March 2022.

- The remedial actions for these violations were Written Reprimand (2), Training (1) and Pending Agency Response (1).
- The 3 violations occurred at 2 different agencies. The 2 violations that occurred at the same agency occurred at different program sites.

Neglect Violations:

There was one substantiated Neglect II violation in March 2022. The Neglect II violation was a Failure to Report.

- The remedial action for this violation was Verbal Counseling (2) and Written Reprimand (2).

There were five substantiated Neglect III violations in March 2022.

- The remedial actions for these violations were Employment Termination (2), Training (3), and Written Reprimand (6). There were 2 staff involved in 2 violations.

The 5 violations occurred at different agencies.

All the ORR case information is sent to the ISK Population Directors monthly for any tracking/trending of the RR information in their areas of authority * (Agencies can include ISK).

Program Services Report:

Dianne Shaffer, ISK, Senior Executive for Policy, Planning, and Innovation presented the April Program Services Report along with Beth Ann Meints, ISK, Administrator for CCBHC Operations and Adult Behavioral Health Services, on Persons with a Mental Illness and/or Substance Use Diagnosis.

Navigate

Navigate is currently serving 37 individuals and is currently hiring a Supported Education and Employment specialist. Navigate is a grant funded program that implements an evidence-based model for serving individuals who have experienced a recent onset of a schizophrenia spectrum disorder. Navigate is an interdisciplinary team that includes therapy, peer support, supported education/employment and psychiatry. As a program new to ISK, the team is working in collaboration with other departments to align processes with ISK policies.

Dialectical Behavior Therapy (DBT)

DBT is currently serving around 93 and has 1 open therapist position. DBT is an evidence-based therapy and is the gold standard treatment for borderline personality disorder, as well as for enduring suicidal ideation, self-injurious behavior and emotion dysregulation. This DBT team is nationally certified by the DBT-Linehan Board of Certification. The DBT team has been undergoing training to refine implementation of DBT for adolescents.

Integrated Dual Disorder Team (IDDT)

The IDDT team is currently serving 92 individuals and has one open position. This team utilizes an evidence-based model—Integrated Dual Disorder Treatment (IDDT)—to treat individuals with co-occurring substance use and mental illness. The funding for this team has transitioned to be part of the CCBHC. This will allow the team to better integrate care across all components of IDDT, like case management and psychiatry, where previously this was more cumbersome due to the bifurcated funding between SUD and MI. With this change, the team is actively seeking referrals as well transfers from other ISK programs that would be better served by a co-occurring team.

Assertive Community Treatment (ACT)

Team 3 is currently serving 78 individuals, and Team 5 is serving 69 clients. ACT team 3 is fully staffed and ACT team 5 has 2 openings. The ACT teams utilize the evidence-based ACT and IDDT models to treat individuals with serious mental illness who need intensive community-based services to remain independent without institutional care. ACT is a multidisciplinary team that includes social workers, a nurse, a peer specialist and psychiatric providers. As a multidisciplinary program, ACT has been working in collaboration with ISK's psychiatry clinic to develop practices to coordinate patient care.

Community Treatment Team (CTT) Case Management

CTT is currently serving 287 clients. They are now fully staffed and are taking on new clients. Their newest staff just started within the last 2 weeks. The transition from InterAct to ISK has gone very well.

Same Day Access/Emergency Mental Health

Our Same Day Access process continues to expand and change to be more user friendly. Our UM/Access department provides additional support, and we have 4 staff at the front door, who handle walk ins and crisis calls. For March we completed 148 same day assessments for mental health at our same day access site.

CONSENT CALENDAR/VERBAL MOTION:

Chair Krogh, "Are there any materials that the ISK Board would like to have removed from the Consent Calendar before we proceed with the verbal motion?" No materials were requested to be removed.

Member Spears spoke that comments on page #11 of the ISK Board Minutes/March 28, 2022, under Board Member Time, attached to her name, should actually be the comments shared by Member Sarah Carmany. Duly noted.

- MINUTES (*March 28, 2022*)
- Board Committee Principles (Policy)
- Chairperson's Role (Policy)
- Treatment of Persons Served w/Substantiated (Report)
- Reserves Management (Policy)
- Customer Services (Report)

Member Seals, "I MOVE TO ACCEPT THE CONSENT CALENDAR MONITORING REPORTS BOTH "AS-IS" OR WITH PROPOSED RECOMMENDED CHANGES." Supported by Member Dolly.

MOTION PASSED.

Monitoring Reports:

Compliance & Risk/Status Report and Board Training:

Ashley Esterline, ISK, Manager of Corporate Compliance (Corporate Compliance Officer), presented the Corporate Compliance/Risk Management Q2 Report FY22 and the Board Member Corporate Compliance Role/Function Annual Training.

ISK Board members had no objections to these reports or the training.

To review the Corporate Compliance/Risk Management - Q2 Recoupment/Reallocation Data Report FY 2022 and the Board Training presentation, please e-mail, Ashley Esterline @

AEsterline@iskzoo.org.

Financial Condition Report:

Amy Rottman, ISK, Chief Financial Officer, presented the Financial Condition report for the period ending March 31, 2022.

INTEGRATED SERVICES OF KALAMAZOO

Statement of Net Position

March 31, 2022

	March 2021 (unaudited)	March 2022
Assets		
Current assets		
Cash and investments	\$ 36,297,883	\$ 37,239,321
Accounts receivable	2,714,063	6,884,892
Due from other governments	1,526	816,232
Prepaid items	863,780	1,096,664
Total current assets	39,877,252	46,037,109
Non-current assets		
Capital assets, net of accumulated depreciation	9,149,504	9,314,580
Net pension asset, net of deferred outflows	4,937,092	4,937,092
Total non-current assets	14,086,596	14,251,672
Total assets	53,963,848	60,288,781
Liabilities		
Current liabilities		
Accounts payable	\$ 8,310,790	\$ 8,038,868
Due to other governments	15,283,540	361,177
Due to providers	322,999	112,767
Accrued payroll and payroll taxes	1,377,366	1,557,914
Unearned revenue	3,401,742	3,925,812
Total current liabilities	28,696,437	13,996,538
Non-current liabilities		
Long-term debt	4,616,557	4,413,446
Total liabilities	33,312,994	18,409,984
Net position		
Designated	11,604,700	10,010,485
Undesignated	4,815,055	19,521,879
Investment in fixed assets	4,735,203	4,841,804
Previous year close	(978,992)	11,680,099
Net gain (loss) for period	474,888	726,162
Net position	\$ 20,650,854	\$ 41,878,797

INTEGRATED SERVICES OF KALAMAZOO
Statement of Revenue, Expenses and Change in Net Position

October 1, 2021 through March 31, 2022

Percent of Year is 50.00%

	Original 2022 BUDGET	YTD Totals 3/31/22	Remaining Budget	Percent of Budget - YTD
Operating revenue				
Medicaid:				
Traditional Capitation	\$ 63,305,736	\$ 26,282,232	\$ 37,023,504	41.52%
Healthy Michigan Capitation	10,040,766	5,738,049	4,302,717	57.15%
Autism Captiation	6,474,379	2,946,192	3,528,187	45.51%
Settlement	71,052	(4,843,955)	4,915,007	-6817.48%
State General Fund:				
Formula Fundings	3,897,604	1,913,275	1,984,329	49.09%
Settlement	-	(1,305,051)	1,305,051	0.00%
CCBHC Demonstration	-	12,052,455	(12,052,455)	0.00%
County Allocation	1,550,400	775,200	775,200	50.00%
Client Fees	607,617	281,955	325,662	46.40%
SUD Block Grant	111,957	-	111,957	0.00%
Other Grant revenue	8,874,500	10,934,055	(2,059,555)	123.21%
Other earned contracts	1,498,031	765,424	732,607	51.10%
COFR	28,150	7,064	21,086	25.09%
Interest	72,251	42,675	29,576	59.06%
Local revenue	-	1,259	(1,259)	0.00%
Total operating revenue	\$ 96,532,443	\$ 55,590,829	\$ 40,941,614	57.59%
Operating expenses				
Salaries and wages	\$ 17,325,203	\$ 10,003,289	\$ 7,321,914	57.74%
Employee benefits	6,250,436	3,201,746	3,048,690	51.22%
Staff development	196,589	43,218	153,371	21.98%
Payments to providers	64,879,976	31,232,048	33,647,928	48.14%
Administrative contracts	7,438,559	8,751,624	(1,313,065)	117.65%
IT software and equipment	155,361	337,553	(182,192)	217.27%
Client transportation	21,110	8,782	12,328	41.60%
Staff travel	248,864	82,896	165,968	33.31%
Office expenses	424,213	222,423	201,790	52.43%
Insurance expense	94,481	84,700	9,781	89.65%
Depreciation expense	302,498	236,310	66,188	78.12%
Utilities	422,459	622,186	(199,727)	147.28%
Facilities	116,869	37,892	78,977	32.42%
Total operating expenses	\$ 97,876,618	\$ 54,864,667	\$ 43,011,951	56.05%
Change in net position	(1,344,175)	726,162	\$ (2,070,337)	
Beginning net position	41,152,635	41,152,635		
Ending net position	\$ 39,808,460	\$ 41,878,797		

INTEGRATED SERVICES OF KALAMAZOO

Statement of Revenue, Expenses and Change in Net Position

October 1, 2021 through March 31, 2022

Percent of Year is 50.00%

	Specialty Services		Healthy Michigan		Autism		SUD Block Grant		Totals		
	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	Variance
Operating revenue											
Medicaid:											
Traditional Capitation	\$ 31,652,868	\$ 26,282,232	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,652,868	\$ 26,282,232	\$ (5,370,636)
Healthy Michigan Capitation	-	-	5,020,383	5,738,049	-	-	-	-	5,020,383	5,738,049	717,666
Autism Capitation	-	-	-	-	3,237,190	2,946,192	-	-	3,237,190	2,946,192	(290,998)
Settlement Estimate	2,342,358	(1,012,312)	(2,325,056)	(3,828,014)	(362,185)	(3,629)	-	-	(344,883)	(4,843,955)	(4,499,072)
Client Fees	303,809	281,955	-	-	-	-	-	-	303,809	281,955	(21,854)
SUD Block Grant	-	-	-	-	-	-	55,979	-	55,979	-	(55,979)
Total operating revenue	\$ 34,299,035	\$ 25,551,875	\$ 2,695,327	\$ 1,910,035	\$ 2,875,005	\$ 2,942,563	\$ 55,979	\$ -	\$ 39,925,345	\$ 30,404,473	\$ (9,520,872)
Operating expenses											
Youth Programs	\$ 3,622,728	\$ 1,239,556	\$ -	\$ -	\$ 2,657,370	\$ 2,802,926	\$ -	\$ -	\$ 6,280,098	\$ 4,042,482	(2,237,616)
MIA Programs	10,822,422	6,963,600	2,260,992	1,768,445	-	-	55,979	-	13,139,393	8,752,045	(4,387,348)
IDDA Programs	16,455,606	15,612,441	147,558	30,951	-	-	-	-	16,603,164	15,643,391	(959,773)
Integrated Health Clinic	828,228	523,729	57,768	-	-	-	-	-	885,996	523,729	(362,267)
Managed Care Administration	2,431,224	1,212,549	229,008	90,640	217,635	139,638	-	-	2,877,867	1,442,826	(1,435,041)
Homeless Shelter	138,826	-	-	-	-	-	-	-	138,826	-	(138,826)
Non-DCH Activity Expenditures	-	-	-	-	-	-	-	-	-	-	-
Total operating expenses	\$ 34,299,034	\$ 25,551,875	\$ 2,695,326	\$ 1,910,035	\$ 2,875,005	\$ 2,942,563	\$ 55,979	\$ -	\$ 39,925,344	\$ 30,404,473	\$ (9,520,871)
Change in net position	0	(0)	1	0	(0)	(0)	-	-	\$ 1	(0)	

This financial report is for internal use only. It has not been audited, and no assurance is provided.

INTEGRATED SERVICES OF KALAMAZOO

Statement of Revenue, Expenses and Change in Net Position

October 1, 2021 through March 31, 2022

Percent of Year is 50.00%

	State General Fund		CCBHC		Other Funding Sources		Totals		
	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	YTD Budget	YTD Totals 3/31/22	Variance
Operating revenue									
General Fund	\$ 1,919,197	\$ 1,913,275	\$ -	\$ -	\$ -	\$ -	\$ 1,919,197	\$ 1,913,275	\$ (5,922)
Projected GF Carryforward	29,605	-	-	-	35,526	-	65,131	-	(65,131)
CCBHC Demonstration	-	-	-	12,052,455	-	-	-	12,052,455	12,052,455
Other Federal and State Grants	-	-	-	-	5,121,659	10,361,209	5,121,659	10,361,209	5,239,550
HUD Revenue	-	-	-	-	500,928	388,082	500,928	388,082	(112,846)
Earned Revenue	-	-	-	-	749,016	765,424	749,016	765,424	16,409
COFR Revenue	-	-	-	-	14,075	7,064	14,075	7,064	(7,011)
PASSAR/OBRA Programs	-	-	-	-	171,160	184,765	171,160	184,765	13,605
Interest	-	-	-	-	33,750	42,675	33,750	42,675	8,925
County Allocation	-	-	-	-	775,200	775,200	775,200	775,200	-
Local Revenue	-	-	-	-	-	1,259	-	1,259	1,259
Restricted Interest	-	-	-	-	875	6	875	-	(875)
Transfer from GF	-	-	-	-	-	-	-	-	-
Settlement Revenue (Expense)	(339,530)	(1,305,051)	-	-	-	-	(339,530)	(1,305,051)	(965,521)
Total operating revenue	\$ 1,609,272	\$ 608,224	\$ -	\$ 12,052,455	\$ 7,402,188	\$ 12,525,684	\$ 9,011,460	\$ 25,186,356	\$ 16,174,896
Operating expenses									
Youth Programs	\$ 76,638	\$ 74,113	\$ -	\$ 1,595,170	\$ 152,820	\$ 90,830	\$ 229,458	\$ 1,760,114	\$ 1,530,656
MIA Programs	1,137,720	232,183	-	4,186,836	722,388	159,280	1,860,108	4,578,298	2,718,190
IDDA Programs	182,124	77,153	-	1,231,016	240,144	84,713	422,268	1,392,882	970,614
Integrated Health Clinic	57,768	61,672	-	1,436,948	526,614	-	584,382	1,498,621	914,239
DCO Contracts	-	-	-	2,479,721	-	-	-	2,479,721	2,479,721
Other Federal and State Grants	-	-	-	-	4,204,002	5,887,693	4,204,002	5,887,693	1,683,691
CERA Grant	-	-	-	-	746,352	4,970,576	746,352	4,970,576	4,224,224
HUD Grants	-	-	-	-	514,098	526,696	514,098	526,696	12,598
Managed Care Administration	155,022	26,583	-	544,501	295,770	7,935	450,792	575,571	124,779
Homeless Shelter	-	-	-	-	-	235,278	-	235,278	235,278
Non-DCH Activity Expenditures	-	39,079	-	-	-	515,665	-	554,744	554,744
Total operating expenses	\$ 1,609,272	\$ 510,783	\$ -	\$ 11,474,193	\$ 7,402,188	\$ 12,478,666	\$ 9,011,460	\$ 24,460,194	15,448,734
Change in net position	-	97,441	-	578,262	-	47,017	\$ -	726,162	726,162

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Utilization Reports:

Charlotte Bowser, ISK, Director of Finance, presented the Utilization Report for the period ending March 31, 2022.

- Youth Community Inpatient Services is unfavorable by \$135,814
- MI Adult Community Inpatient Services is at (454) days and unfavorable at \$500,927
- Community Living Supports, Personal Care, and Crisis Residential is unfavorable at \$786,535.

March Disbursements/MOTION:

Member Longanecker, "BASED ON THE BOARD FINANCE MEETING REVIEW, I MOVE THAT ISK APPROVE THE MARCH 2022 VENDOR DISBURSEMENTS OF \$10,028,751.45." Supported by Member Spears.

MOTION PASSED.

Budget Amendment #1/MOTION: Budget Amendment #1 was deferred to the May 23, 2022, meeting.

Chief Executive Officer Report:

The CCBHC (Certified Community Behavioral Health Clinic) has received full State Certification. Thank you to Beth Ann Meints and her team for their excellent work.

The following are status updates on the new Behavioral Health and Access Center @ 418:

- April 21, 2022, we had a virtual pre-bid urgent care meeting with contractors.
- The bids from contractors are due on May 3, 2022, by 2:00pm.
- Contractor's questions or requests for clarification are due April 27, 2022.
- The due date for questions or requests will be extended only if there is a significant design issue in the construction documents that requires more time to clarify.
- We hope to initially award contracts the week of May 20, 2022.
- Good news! The meeting was well attended, so there is a lot of interest in bidding on our project.
- Our challenge is that according to the contractors, material prices are very volatile.

We have completed our 3-year CARF Accreditation survey. We expect some consultations and recommendations as we have had in the past due to new standards. However, I expect a full 3-year accreditation that will require a plan of correction and maybe a site visit.

Two weeks ago, I had a meeting with Farah Handley, the new Senior Deputy Director for Health, MDHHS, and attended a NAMI Awards Celebration in Detroit to honor Senator Debbie Stabenow. Both the Senator and Elizabeth Hertel plan to visit us for a tour in the near future.

Miriam Delphin-Rittmon, the new Assistant Secretary for the SAMHSA (Substance Abuse and Mental Health Administration) has expressed interest in visiting ISK during her national tour. Plans have not been released yet.

That concludes my report.

Citizen Time:

No citizens came forth.

SWMBH (Southwest Michigan Behavioral Health) Updates/Erik Krogh.

Karen Longanecker will become the new alternate ISK Board member on the SWMBH board. She will be taking over for Pat Guenther and assuming her term.

Effective Dec. 31, 2022, SWMBH will withdraw from MI Health Link Demonstration. This Financial Alignment Initiative was a way to test for improvements to care for the dually eligible beneficiaries and to reduce program costs by aligning Medicare and Medicaid.

Election Nominating Committee:

I would like to appoint the following ISK Board members to assume the task of handling the board officers' election:

- Karen Longanecker
- Pat Guenther
- Sharon Spears

Patrick Dolly:

I'm happy to be back!

Michael Seals:

Please accept my apology for being late.

Sharon Spears:

Can we get a fan for this room or consider turning on the A/C while this meeting is in session?

Pat Guenther:

If you are interested in serving as Chair or Vice Chair on the ISK Board, please inform the election committee.

Michael Raphelson:

Nice to see everyone in person!

Veronica McKissack:

On May 1, 2022, the new County Administrator, Kevin Caitlin, will begin his position. We are elated about him joining our county team!

The deadline to send your application for the ARPF (American Rescue Plan Funds) grant has been extended to April 29, 2022. We have received \$146M in request and we have \$49M to award.

Meeting ended at 5:41PM.

Demeta J. Wallace

Administrative Coordinator

INTEGRATED Services of Kalamazoo

INTEGRATED SERVICES OF KALAMAZOO

BOARD POLICY II.12

AREA:	Governance		
SECTION:	Board Governance Process	PAGE:	1 of 2
SUBJECT:	BOARD MEMBER RESPONSIBILITIES	SUPERSEDES:	06/22/2009
		REVISED:	06/27/2011

PURPOSE/EXPLANATION

To outline responsibilities of each Board member.

POLICY

The ISK Board of Directors are trustees for the organization's vision, mission and values to plan and ensure the future of the organization, while measuring progress in fulfilling its mission. The responsibility of each Board member is to:

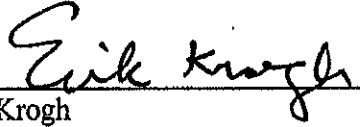
- A. Make policy decisions with the long-term best interests of all persons served by ISK in mind;
- B. Meet legal and fiduciary responsibilities while acting as good stewards of the financial resources that the organization receives and distributes;
- C. Serve as ambassadors on behalf of the ISK mission to the community;
- D. Serve as positive linkages with the community, including gathering stakeholder input and listening to community concerns;
- E. Select, support and evaluate the Chief Executive Officer (CEO);
- F. Ensure that Strategic Planning is connected with ISK mission, vision and values, and that it takes advantage of strengths, opportunities and addressing weaknesses and threats;
- G. Implement a governance self-assessment process;
- H. Ensure that the vision, mission and values of ISK are advanced;
- I. Follow other responsibilities as noted in the Integrated Services of Kalamazoo Board Bylaws and Rules of Procedure.

CHIEF EXECUTIVE OFFICER

APPROVED



Jeff Patton
Chief Executive Officer



Erik Krogh
Board Chair

INTEGRATED SERVICES OF KALAMAZOO

Input from Stakeholders Report

May 23, 2022

The ISK Board has established Board Policy II.13 and Administrative Policy 03.04 on "Stakeholder Input" with the stated purpose of identifying "ways to encourage, obtain, and utilize input from persons receiving services and/or their representatives and from the community." Although typical activities and methods for input continue to be impacted due to the Coronavirus pandemic, activities still occur to accomplish this important task. Below are just a few examples of how we have sought out feedback from our stakeholders and acted on that feedback:

- A Community Health Needs Assessment was completed and published to ISK staff, the ISK Board, contract providers, and the community. Amy Galick, ISK Analytics Manager, has provided many presentations on the Community Health Needs Assessment throughout the Kalamazoo community, also including a presentation to Substance Abuse and Mental Health Services Administration (SAMHSA) leadership staff.
- A Customer Satisfaction Survey is completed with individuals served through ISK on an annual basis as facilitated by Southwest Michigan Behavioral Health (SWMBH). Feedback from this survey is incorporated into department and organizational planning for continuous quality improvement. Results of this survey is also shared with the Board on an annual basis.
- The Quality Management and Office of Recipient Rights departments incorporate interviews of persons served into the provider and ISK direct operated monitoring review process. Results of these interviews are used through the Quality Improvement Committee for opportunities of improvement and to address individual concerns. Results of these interviews are shared with the provider through their monitoring review report, including many positives regarding the services provided.
- Semi-annual all Provider meetings and regularly scheduled population provider meetings are held to provide the opportunity for providers to give feedback on upcoming events, feedback and any concerns. These meetings continued as virtual meetings through Microsoft TEAMS. Meetings continued to be well attended despite the transition to a virtual format.
- ISK solicits feedback from Providers for relevant policies and procedures as part of the policy and procedure review process.
- A Provider Satisfaction Survey is completed on a bi-annual basis to gather feedback on ISK business practices, contractor relationships, and overall departmental administrative functions satisfaction.
- On an individual basis, both Customer Services and the Office of Recipient Rights address areas of concerns and/or complaints with services.
- ISK continues to collaborate with Providers through Care Coordination to improve coordination of care and Primary Health Care Integration.
- The ISK Customer Advisory Council and the Family Support Advisory Council continues to meet on a regular basis. These councils provide suggestions and feedback for continued quality improvement initiatives. This council allows a forum for members to provide feedback, policy review, and planning for continued improvement opportunities for ISK and the Provider Network.
- During each monthly board meeting, stakeholders are provided the opportunity to address the ISK Board during Citizen Time.
- External audits/reviews reports (e.g., Southwest Michigan Behavioral Health, Michigan Department of Health and Human Services, CARF, Compliance and Financial Audit).
- Additional collaboration activities and partnerships are also outlined in the ISK Collaboration report that is presented to the ISK Board on an annual basis in March.

The input from stakeholders and the use of the information is documented and summarized in various reports to the Board including:

- Board Meeting Minutes
- Quality Management Reports (e.g. Board Ends Reports, Year-End Report, and Monitoring Report).
- Customer Services Board Reports
- CEO Monthly Report to the Board
- Collaboration Report to the Board annually

INTEGRATED SERVICES OF KALAMAZOO

BOARD POLICY II.15

AREA:	Governance		
SECTION:	Board Governance Process	PAGE:	1 of 1
SUBJECT:	ACCESSIBILITY	SUPERSEDES:	06/27/2011
		REVISED:	05/29/2018

PURPOSE/EXPLANATION


To promote accessibility and the removal of barriers for the participation at Board meetings of persons served and other citizens.

POLICY

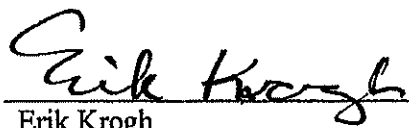
The Board will:

- A. Promote the recruitment of persons with disabilities or their personal representatives as members of the governance authority.
- B. Provide reasonable accommodations and to support equal opportunity for participation by persons with disabilities at Board meetings.
- C. Encourage community information about the nature of mental illness, substance use disorders and intellectual developmental disabilities, the availability of services to assist people with these conditions; and the way in which to gain access to these services.
- D. Comply with the Americans with Disabilities Act (ADA) as well as other applicable laws on accessibility.
- E. Conduct meetings in locations, environments, and hours that maximize ready access for all citizens.

CHIEF EXECUTIVE OFFICER**APPROVED**



 Jeff Patton
 Chief Executive Officer



 Erik Krogh
 Board Chair

FY 2021 Reserves Management Report

Year Ends: 9/30/2021

Integrated Services of Kalamazoo Ratio Analysis

SCHEDULED FROM FY 20/21 AUDIT REPORT	KALAMAZOO FY21	KALAMAZOO FY20
Change in Fund Balance: Net Assets Current Year Net Assets Prior Year Change in Net Assets	25,407,802 20,175,961 5,231,841 25.93%	20,175,961 21,154,958 (978,997) -4.63%
Financial Ratio Analysis	Ratio	Ratio
Current Ratio. Indicates the extent assets cover current Liabilities. Ratio > 1	40,273,435 24,282,403 1.66	29,464,528 17,690,097 1.67
Quick Ratio. Conservative view. Assets should exceed liabilities. Ratio > 1	39,501,147 24,282,403 1.63	28,787,976 17,690,097 1.63
Working Capital. Direct indicator of the company's ability to grow.	40,273,435 24,282,403 15,991,032	29,464,528 17,690,097 11,774,431
Coverage Ratio. Length agency could operate if all revenue stopped. 5 months or less - Low, 6 to 11 months - OK, 12 months and more - Good	25,407,802 93,988,372 0.270 3.24 months	20,175,961 85,760,264 0.235 2.82 months
Coverage Ratio Unrestricted/Undesignated Fund Balances Ratio of Unrestricted/Undesignated Fund Balance to Operating Expense	6,601,275 0.84 7.02%	5,459,973 0.76 6.37%
Fund Balance Ratio (Unreserved Fund Balance + ISF) excl. Inv. in cap assets Annual Expenditures	11,076,275 93,988,372 11.78%	10,397,065 85,760,264 12.12%

INTEGRATED
SERVICES OF
KALAMAZOO



Period Ended
April 30, 2022

Monthly Finance
Report

INTEGRATED SERVICES OF KALAMAZOO

Statement of Net Position

April 30, 2022

	April 2021 (unaudited)	April 2022
Assets		
Current assets		
Cash and investments	\$ 35,322,098	\$ 23,949,737
Accounts receivable	4,068,778	7,309,091
Due from other governments	1,526	31,031
Prepaid items	844,000	745,297
Total current assets	<u>40,236,402</u>	<u>32,035,156</u>
Non-current assets		
Capital assets, net of accumulated depreciation	9,150,473	9,275,056
Net pension asset, net of deferred outflows	4,937,092	5,722,229
Total non-current assets	<u>14,087,565</u>	<u>14,997,285</u>
Total assets	<u>54,323,967</u>	<u>47,032,441</u>
Liabilities		
Current liabilities		
Accounts payable	\$ 8,310,790	\$ 7,087,933
Due to other governments	15,283,540	1,136,185
Due to providers	322,999	45,072
Accrued payroll and payroll taxes	1,377,366	1,488,489
Unearned revenue	3,401,742	180,811
Total current liabilities	<u>28,696,437</u>	<u>9,938,490</u>
Non-current liabilities		
Long-term debt	4,616,557	4,188,187
Total liabilities	<u>33,312,994</u>	<u>14,126,677</u>
Net position		
Designated	11,604,700	10,010,485
Undesignated	4,815,055	10,555,513
Investment in fixed assets	4,735,203	4,841,804
Previous year close	(978,992)	-
Net gain (loss) for period	474,888	11,914,176
Net position	<u>\$ 21,010,973</u>	<u>\$ 32,905,765</u>

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INTEGRATED SERVICES OF KALAMAZOO

Statement of Revenue, Expenses and Change in Net Position

October 1, 2021 through April 30, 2022

Percent of Year is 58.33%

	Original 2022 BUDGET	YTD Totals 4/30/22	Remaining Budget	Percent of Budget - YTD
Operating revenue				
Medicaid:				
Traditional Capitation	\$ 63,305,736	\$ 40,582,064	\$ 22,723,673	64.10%
Healthy Michigan Capitation	10,040,766	6,720,794	3,319,972	66.94%
Autism Captiation	6,474,379	3,436,415	3,037,964	53.08%
Settlement	(71,052)	(13,062,796)	12,991,744	18384.84%
State General Fund:				
Formula Fundings	3,826,552	2,232,153	1,594,399	58.33%
PY General Fund Carryforward	173,931	-	173,931	0.00%
Settlement	-	(1,598,776)	1,598,776	0.00%
CCBHC Demonstration	-	23,197,017	(23,197,017)	0.00%
County Allocation	1,550,400	904,400	646,000	58.33%
Client Fees	439,000	246,414	192,586	56.13%
SUD Block Grant	111,957	65,309	46,648	58.33%
Other Grant revenue	10,645,487	12,829,314	(2,183,827)	120.51%
Other earned contracts	1,371,940	642,158	729,782	46.81%
COFR	28,150	7,064	21,086	25.09%
Interest	69,250	42,675	26,575	61.62%
Local revenue	10,000	1,259	8,741	0.00%
Total operating revenue	\$ 97,976,496	\$ 76,245,463	\$ 21,731,033	77.82%
Operating expenses				
Salaries and wages	\$ 17,325,203	\$ 11,612,217	\$ 5,712,986	67.02%
Employee benefits	6,250,436	3,685,460	2,564,977	58.96%
Staff development	196,589	46,271	150,318	23.54%
Payments to providers	64,879,976	36,980,146	27,899,830	57.00%
Administrative contracts	7,438,559	10,082,924	(2,644,365)	135.55%
IT software and equipment	155,361	395,262	(239,901)	254.42%
Client transportation	21,110	10,144	10,966	48.05%
Staff travel	248,864	102,592	146,272	41.22%
Office expenses	424,213	270,573	153,640	63.78%
Insurance expense	94,481	86,415	8,066	91.46%
Depreciation expense	302,498	267,304	35,194	88.37%
Utilities	422,459	701,514	(279,055)	166.05%
Facilities	116,869	42,249	74,620	36.15%
Prior year adjustment	-	48,217	(48,217)	0.00%
Total operating expenses	\$ 97,876,618	\$ 64,331,287	\$ 33,545,331	65.73%
Change in net position	99,878	11,914,176	\$ (11,814,298)	
Beginning net position	20,991,589	20,991,589		
Ending net position	\$ 21,091,467	\$ 32,905,765		

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INTEGRATED SERVICES OF KALAMAZOO

Statement of Revenue, Expenses and Change in Net Position

October 1, 2021 through April 30, 2022

Percent of Year is 58.33%

	Specialty Services		Healthy Michigan		Autism		SUD Block Grant		Totals	
	YTD	4/30/22	YTD	4/30/22	YTD	4/30/22	YTD	4/30/22	YTD	4/30/22
Operating revenue										
Medicaid:										
Traditional Capitation	\$ 36,928,346	\$ 40,582,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,928,346	\$ 40,582,064
Healthy Michigan Capitation	-	-	5,857,114	6,720,794	-	-	-	-	5,857,114	6,720,794
Autism Capitation	-	-	-	-	3,776,721	3,436,415	-	-	3,776,721	3,436,415
Settlement Estimate	4,326,029	(8,467,910)	(3,194,222)	(4,463,271)	(261,707)	(66,306)	-	(65,309)	870,100	(13,062,796)
Client Fees	256,083	246,414	-	-	-	-	-	-	256,083	246,414
SUD Block Grant	-	-	-	-	-	-	65,308	65,309	65,308	65,309
Total operating revenue	\$ 41,510,458	\$ 32,360,567	\$ 2,662,892	\$ 2,257,523	\$ 3,515,014	\$ 3,370,109	\$ 65,308	\$ (0)	\$ 47,753,672	\$ 37,988,199
Operating expenses										
Youth Programs	\$ 3,755,186	\$ 2,874,362	\$ -	\$ -	\$ 3,100,262	\$ 3,205,175	\$ -	\$ -	\$ 6,855,447	\$ 6,079,537
MIA Programs	12,839,769	9,611,039	2,149,637	2,070,345	-	-	65,308	-	15,054,714	11,681,384
IDDA Programs	18,267,822	18,019,874	170,071	30,047	-	-	-	-	18,437,894	18,049,921
Integrated Health Clinic	1,667,667	385,574	28,977	46,648	-	-	-	-	1,696,643	432,222
Administration	4,898,005	1,469,718	314,206	110,484	\$ 414,752	164,934	-	-	5,626,964	1,745,137
Homeless Shelter	-	-	-	-	-	-	-	-	-	-
Non-DCH Activity Expenditures	82,010	-	-	-	-	-	-	-	82,010	-
Total operating expenses	\$ 41,510,458	\$ 32,360,568	\$ 2,662,891	\$ 2,257,523	\$ 3,515,014	\$ 3,370,109	\$ 65,308	\$ -	\$ 47,753,672	\$ 37,988,200
Change in net position	(0)	(0)	(0)	(0)	0	0	0	(0)	\$ 1	(1)

INTEGRATED SERVICES OF KALAMAZOO

Statement of Revenue, Expenses and Change in Net Position

October 1, 2021 through April 30, 2022

Percent of Year is 58.33%

	State General Fund		CCBHC		Other Funding Sources		Totals	
	YTD Budget	YTD Totals 4/30/22	YTD Budget	YTD Totals 4/30/22	YTD Budget	YTD Totals 4/30/22	YTD Budget	YTD Totals 4/30/22
Operating revenue	\$ 2,190,708	\$ 2,232,153	\$ -	\$ -	\$ -	\$ -	\$ 2,190,708	\$ 2,232,153
General Fund	41,447	-	-	-	35,526	-	76,973	-
Projected GF Carryforward	-	-	-	23,197,017	-	-	-	23,197,017
CCBHC Demonstration	-	-	-	-	-	-	-	-
Other Federal and State Grants	-	-	-	-	6,306,239	12,829,314	6,306,239	12,829,314
Earned Revenue	-	-	-	-	685,970	642,158	685,970	642,158
COFR Revenue	-	-	-	-	14,075	7,064	14,075	7,064
Interest	-	-	-	-	33,750	42,675	33,750	42,675
County Allocation	-	-	-	-	775,200	904,400	775,200	904,400
Local Revenue	-	-	-	-	2,500	1,259	2,500	1,259
Restricted Interest	-	-	-	-	875	7	875	-
Transfer from GF	-	-	-	-	-	-	-	-
Settlement Revenue (Expense)	(687,006)	(1,598,776)	-	-	-	-	(687,006)	(1,598,776)
Total operating revenue	\$ 1,545,149	\$ 633,377	\$ -	\$ 23,197,017	\$ 7,854,135	\$ 14,426,876	\$ 9,399,284	\$ 38,257,264
Operating expenses	\$ 139,850	\$ 120,275	\$ -	\$ 1,179,519	\$ -	\$ 677	\$ 139,850	\$ 1,300,471
Youth Programs	947,111	289,153	-	3,899,056	535,186	3,663	1,482,296	4,191,873
MIA Programs	169,959	43,037	-	959,951	89,217	123,130	259,176	1,126,117
IDDA Programs	4,920	6,602	-	1,696,456	-	21,224	4,920	1,724,282
Integrated Health Clinic	-	-	-	3,163,767	-	-	-	3,163,767
DCO Contracts	-	-	-	-	6,182,922	5,474,606	6,182,922	5,474,606
Other Federal and State Grants	-	-	-	-	-	7,112,006	-	7,112,006
CERA Grant	-	-	-	-	-	-	-	-
HUD Grants	-	-	-	-	-	614,852	-	614,852
Managed Care Administration	168,809	23,623	-	560,836	941,087	17,212	1,109,895	598,223
Homeless Shelter	-	-	-	-	161,964	225,443	161,964	225,443
Prior year adjustment	-	-	-	-	-	48,217	-	48,217
Non-DCH Activity Expenditures	-	39,079	-	-	-	724,154	-	763,233
Total operating expenses	\$ 1,430,648	\$ 521,769	\$ -	\$ 11,459,585	\$ 7,910,374	\$ 14,365,182	\$ 9,341,022	\$ 26,343,087
Change in net position	114,502	111,608	-	11,737,433	(56,240)	61,695	58,262	11,914,177
								11,855,915
								17,002,065

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INTEGRATED SERVICES OF KALAMAZOO

CCBHC

October 1, 2021 through April 30, 2022
 Percent of Year is 58.33%

	CCBHC Medicaid	CCBHC Non-Medicaid	CCBHC YTD Totals
Operating revenue			
Prepayment	\$ 4,119,226	\$ -	\$ 4,119,226
Estimated amount in Medicaid capitation	12,558,646	-	12,558,646
Remaining CCBHC revenue due	6,019,146	500,000	6,519,146
Total CCBCH Revenue (PPS-1 of \$445.73 x encounters)	\$ 22,697,017	\$ 500,000	\$ 23,197,017
Operating expenses			
Internal services	\$ 7,742,030	\$ 553,788	\$ 8,295,818
DCO Contracts	2,952,569	211,197	3,163,767
Total operating expenses	\$ 10,694,600	\$ 764,985	\$ 11,459,585
Operating change in net position	12,002,418	(264,985)	11,737,433
Reclassification to cover Non-Medicaid	(264,985)	264,985	-
Total change in net position	11,737,433	-	-

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YOUTH COMMUNITY INPATIENT SERVICES
Report Period: October 1st, 2021 through April 30th, 2022

UTILIZATION COMPARISONS FY 21/22											
MONTH	FY 20/21 Actual		FY 21/22 Budget		FY 21/22 Actual		Days Difference Favorable (Unfavorable)	Cost Difference Favorable (Unfavorable)	Cost YTD Favorable (Unfavorable)		
	Days	Dollars	Days	Dollars	Days	Dollars					
OCTOBER	49	\$51,109	23	\$19,776	55	\$54,195	(32)	(\$34,419)	(\$34,419)		
NOVEMBER	67	\$64,640	23	\$19,776	7	\$7,688	16	\$12,088	(\$22,331)		
DECEMBER	27	\$24,571	23	\$19,776	29	\$25,836	(6)	(\$6,060)	(\$28,391)		
JANUARY	33	\$7,131	23	\$19,776	32	\$34,540	(9)	(\$14,764)	(\$43,155)		
FEBRUARY	9	\$8,714	23	\$19,776	70	\$72,274	(47)	(\$52,498)	(\$95,653)		
MARCH	41	\$42,617	23	\$19,776	41	\$44,186	(18)	(\$24,410)	(\$120,063)		
APRIL	22	\$22,022	23	\$19,776	91	\$83,756	(68)	(\$63,980)	(\$184,043)		
MAY	29	\$7,544	23	\$19,776							
JUNE	23	\$25,540	23	\$19,776							
JULY	18	\$16,614	23	\$19,776							
AUGUST	22	\$22,523	23	\$19,776							
SEPTEMBER	67	\$64,966	23	\$19,776							
TOTALS	407	\$357,991	274	\$237,312	325	\$322,475	(164)	(\$184,043)			
MONTHLY AVERAGES	34		23		46						
GROSS ANNUAL COST		\$357,991		\$237,312		\$322,475		(\$184,043)			

Favorable/(Unfavorable) by Funding Source:

Medicaid	(191,225)
General Fund	7,182
Total	(184,043)

MI ADULT COMMUNITY INPATIENT SERVICES
Report Period: October 1st, 2021 through April 30th, 2022

UTILIZATION COMPARISONS FY 21/22											
MONTH	FY 20/21 Actual		FY 21/22 Budget		FY 21/22 Actual		Days Difference Favorable (Unfavorable)	Cost Difference Favorable (Unfavorable)	Cost YTD Favorable (Unfavorable)		
	Days	Dollars	Days	Dollars	Days	Dollars					
OCTOBER	433	\$409,023	395	\$373,807	497	\$483,749	(102)	(\$109,943)	(\$109,943)		
NOVEMBER	420	\$401,675	395	\$373,807	437	\$425,335	(42)	(\$51,528)	(\$161,471)		
DECEMBER	461	\$440,721	395	\$373,807	503	\$489,863	(108)	(\$116,057)	(\$277,528)		
JANUARY	499	\$478,423	395	\$373,807	491	\$477,867	(96)	(\$104,060)	(\$381,588)		
FEBRUARY	459	\$439,718	395	\$373,807	406	\$394,694	(11)	(\$20,888)	(\$402,476)		
MARCH	370	\$354,552	395	\$373,807	515	\$500,263	(120)	(\$126,457)	(\$528,933)		
APRIL	410	\$392,870	395	\$373,807	442	\$429,586	(47)	(\$55,779)	(\$584,712)		
MAY	495	\$474,875	395	\$373,807							
JUNE	487	\$467,958	395	\$373,807							
JULY	473	\$453,758	395	\$373,807							
AUGUST	510	\$489,650	395	\$373,807							
SEPTEMBER	521	\$501,420	395	\$373,807							
TOTALS	5,538	\$5,304,644	4,745	\$4,485,679	3,291	\$3,201,358	(526)	(\$584,712)			
MONTHLY AVERAGES	462		395		470						
GROSS ANNUAL COST		\$5,304,644		4,485,679		\$3,201,358		(\$584,712)			

Favorable/(Unfavorable) by Funding Source:

Medicaid	(588,280)
General Fund	108,755
Healthy MI	(105,187)
Total	(584,712)

Integrated Services of Kalamazoo
COMMUNITY LIVING SUPPORTS (S.R. & SIP), PERSONAL CARE & CRISIS RESIDENTIAL
 ALL POPULATIONS

Report Period: October 1st, 2021 through April 30th, 2022

YOUTH POPULATION (SED/DDD)

Month	ACTUAL YEAR TO DATE				Favorable (Unfavorable) Budget
	Avg. Daily Rate	No. Served	Days of Service	ISK Cost	
PC/CLS(S.R.)	\$1,435	1	212	\$304,250	(\$146,630)
CRISIS RES.	\$536	3	15	\$8,039	\$27,632
CLS (SIP)	NA	4	227	312,289	(\$118,998)
TOTAL					

Personal Care (P.C.)-hands on of daily personal activities such as laundry, feeding, bathing, etc.

Community Living Supports (CLS)-services to increase or maintain personal self-sufficiency with a goal of community inclusion, independence and productivity.

Specialized Residential (S.R.)-Licensed setting where Personal Care and Community Living Supports occur.

Supported Independent Program (SIP)-more independent setting where Personal Care and Community Living Supports occur.

MI ADULT POPULATION

Month	ACTUAL YEAR TO DATE				Favorable (Unfavorable) Budget
	Avg. Daily Rate	No. Served	Days of Service	ISK Cost	
PC/CLS(S.R.)	\$207	154	29,986	\$6,200,860	\$295,340
CRISIS RES.	\$500	41	682	\$341,000	\$123,691
CLS (SIP)	NA	62	299,575	\$299,575	(\$126,904)
TOTAL		257	30,668	\$6,841,435	\$292,127

IDD ADULT POPULATION

Month	ACTUAL YEAR TO DATE				Favorable (Unfavorable) Budget
	Avg. Daily Rate	No. Served	Days of Service	ISK Cost	
PC/CLS(S.R.)	\$271	210	37,482	\$10,157,931	\$367,824
CRISIS RES.	\$0	0	0	\$0	\$6,430
CLS (SIP)	NA	198	0	\$6,318,271	(\$1,750,589)
TOTAL		408	37,482	\$16,476,202	(\$1,376,336)

TOTAL ALL POPULATIONS

Month	ACTUAL YEAR TO DATE				Favorable (Unfavorable) Budget
	Avg. Daily Rate	No. Served	Days of Service	ISK Cost	
PC/CLS(S.R.)	\$239	365	67,680	\$16,663,041	\$516,534
CRISIS RES.	\$501	44	697	\$349,039	\$157,752
CLS (SIP)	NA	260	0	\$6,617,846	(\$1,877,493)
TOTAL		669	68,377	\$23,629,926	(\$1,203,207)

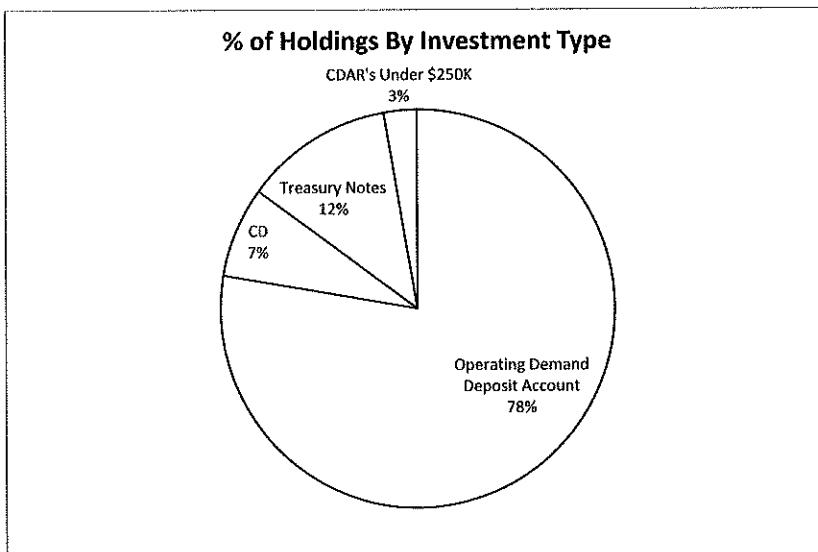
Medicaid	Variance By Funding Source				Total
	HMI	GF	Other		
\$ 74,039	\$ 74,075	\$ 368,420	\$ -	\$ -	\$ 516,534
\$ 182,035	\$ (80,703)	\$ 56,420	\$ -	\$ -	\$ 157,752
\$ (1,852,629)	\$ (160)	\$ 9,209	\$ (33,913)	\$ (33,913)	\$ (1,877,493)
\$ (1,596,555)	\$ (6,788)	\$ 434,049	\$ (33,913)	\$ (33,913)	\$ (1,203,207)

**Quarterly Cash & Investments Report
Quarter Ending March 31, 2022**

Financial Institution	Type of Investment	Cost Basis	Maturity Date	% Yield
CASH				
PNC	Operating Demand Deposit Account	\$28,783,332	NA	0.03%
	Payroll Account	\$5,000		
	Accrued Leave Reserve	\$116,976		
	Pretax Reimbursement Account	\$49,624		
	Various Petty Cash Funds	\$630		
	Total Cash Accounts	\$28,955,561		
INVESTMENTS				
CDAR's (via Independent Bank)	CD's Issued Under FDIC Limit of \$250,000	\$524,565	7/15/2022	0.10%
CDAR's (via Independent Bank)	CD's Issued Under FDIC Limit of \$250,000	\$489,458	7/15/2022	0.10%
	Total CDAR's	\$1,014,024		
CD (via Independent Bank)	CD	\$250,507	7/15/2022	0.20%
CD (via Independent Bank)	CD	\$2,500,000	7/15/2022	0.20%
	Total CD's	\$2,750,507		
U.S. Federal Government (via PNC)	Treasury Notes (for bond repayment)	\$4,552,000	3/31/2022	2.42%
	Total Investments	\$8,316,530		
TOTAL CASH AND INVESTMENTS		\$37,272,092		

% of Holdings By Institution	
PNC - Cash	77.69%
U.S. Federal Government (via PNC)	12.21%
CDAR's & CD(via Independent Bank)	10.10%
	100.00%

% of Holdings By Investment Type	
Cash	77.69%
CD	7.38%
Treasury Notes	12.21%
CDAR's	2.72%
	100.00%





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Integrated Services of Kalamazoo

MOTION

Subject:	April 2022 Disbursements	
Meeting Date:	May 23, 2022	Approval Date:
Prepared by:	Charlotte Bowser	<u>May 23, 2022</u>

Recommended Motion:

“Based on the Board Finance meeting review, I move that ISK approve the April, 2022 vendor disbursements of \$24,964,609.19.”

Summary of Request:

As per the April 2022 Vendor Check Register Report dated 5/10/2022 that includes checks issued from 4/01/2022 to 4/30/2022.

I affirm that all payments identified in the monthly summary above are for previously appropriated amounts.

Staff: **C. Bowser, Finance Director**

Date of Board
Consideration: **May 23, 2022**



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Integrated Services of Kalamazoo MOTION

Subject:	Budget Amendment #1	Approval Date:
Meeting Date:	May 23, 2022	<u>May 23, 2022</u>
Prepared by:	Charlotte Bowser	

Recommended Motion:

“This amendment is to increase the budget by \$10,451,314 to \$108,297,932.”

Summary of Request:

This amendment is a result of the following grant additions to the budget totaling \$10,297,932. This primarily includes:

- SAMHSA System of Care - \$332,600
- Practice-based Research to Improve Treatment Outcomes - \$22,379
- Navigate Grant - \$516,793
- Peer Grant - \$60,000
- Opioid overdose Response Project - \$101,157
- Bureau of Justice Grant - \$100,000
- Step-Up Grant - \$29,901
- COVID Emergency Rental Assistance - \$3,497,023
- Emergency Rental Assistance - \$5,570,342
- Salvation Army - \$50,619
- Housing Outreach Grant - \$150,000
- SWMBH Contingency Management Grant - \$10,500
- SWMBH Transportation Grant - \$10,000

Budget: FY2021/2022
Staff: C. Bowser

Date of Board
Consideration: May 23, 2022

INTEGRATED SERVICES OF KALAMAZOO

BOARD POLICY II.13

AREA: Governance	
SECTION: Board Governance Process	PAGE: 1 of 2
SUBJECT: INPUT FROM STAKEHOLDERS	SUPERSEDES: 03/08/2016 REVISED: 10/31/2016

PURPOSE/EXPLANATION

To continually focus on the expectations of persons served and other stakeholders in order to promote excellent services and optimal outcomes for persons served.

DEFINITIONS**Input**

The opinions and other information expressed by ISK stakeholders regarding needs, desires and expectations of services and outcomes.

Stakeholder

Any group that has a vested interest in the ISK and its services. **The ultimate stakeholder is the person served.** Other stakeholders include families of persons served, staff, providers, advocates, regulators, funders and the community at large.

POLICY

I. The Board will promote the review and use of stakeholder input to change practices and/or _____ policies of the organization when indicated.

II. Persons served and family members will be supported, educated and accommodated to _____ assure their meaningful participation.

III. ADVISORY COUNCIL INPUT

The Board shall establish necessary customer/family advisory councils to provide stakeholder input to allow the Board to consider changing practice and/or policy as indicated.

IV. PUBLIC INPUT

A. At each Board meeting there will be an opportunity for the public to offer comment. This _____ time will be announced by the chair towards the beginning **and end** of the meeting.

B. The person(s) wishing to address the Board will be asked to provide name and address, and

may indicate the organization which they represent, if any.

C. Each presentation will be limited to four (4) minutes.

D. Written statements may be given to the ISK staff to be provided to the members of the Board.

E. A public hearing with Board and staff members attending will be held at least annually to which any community member is invited.

F. At public hearings, the Chair shall inform the public of the procedures the Board is following, including:

1. Time limitations
2. Acceptance of written or oral comments
3. Response process:
 - a. each testifier receives written response
 - b. Board receives a report with staff recommendations within 2 months

V. On at least an annual basis, a written report will be prepared for the Board on input received from the various stakeholders and advisory councils to inform the Board with information to improve services and other outcomes of persons served.

REFERENCES

- Mental Health Code, Board Composition, MCL 330.1212(1) & (2)
- CARF Standards on "Input from Persons Served and Other Stakeholders"
- Consumerism Practice Guideline – MDHHS Contract on Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Waiver Program, Attachment P 6.9.3.3

CHIEF EXECUTIVE OFFICER

APPROVED

Jeff Patton
Chief Executive Officer

Erik Krogh
Board Chair



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Integrated Services of Kalamazoo

MOTION

Subject:	Karen Longanecker – RE#4 Board Conflict of Interest Waiver	
Meeting Date:	May 23, 2022	<u>Approval Date:</u>
Prepared by:	Jeff Patton	May 23, 2022

Recommended Motion:

“I move to grant a waiver regarding any actual, potential, or perceived conflict of interest due to the appointment of Karen Longanecker as an alternate member of the Southwest Michigan Behavioral Health board, to serve on those occasions when Erik Krogh is unable to do so. I further move that ISK determine that ISK is not, with reasonable efforts, able to obtain a more advantageous arrangement from a person other than Karen Longanecker and the conflict of interest disclosed on Karen Longanecker’s conflict of interest policy disclosure statement is not so substantial as to be likely to affect the integrity of services which ISK may expect from Karen Longanecker.”

Summary of Request

Because of Karen’s current service on the ISK board, there could be an actual, potential, or perceived conflict of interest if she concurrently serves on the SWMBH board. Consideration and adoption of this motion indicates that the ISK board is aware of and has addressed that potential conflict of interest.

Budget: _____
 Staff: _____

Date of Board
 Consideration: May 23, 2022



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Integrated Services of Kalamazoo MOTION

Subject:	Sale of lots at 827 Walter Street and 833 Walter Street	
Meeting Date:	May 23, 2022	Approval Date:
Prepared by:	Jeff Patton	<u>May 23, 2022</u>

Recommended Motion:

“I move that the ISK board authorize the Chief Executive Officer to sell to the City of Kalamazoo property commonly known as 827 Walter Street and 833 Walter Street, Kalamazoo, Michigan. I further move that the ISK board authorize the Chief Executive Officer to execute all documents necessary to complete the purchase of those properties and ratify the execution of documents executed prior to the approval of this Motion.”

Summary of Request:

ISK purchased these vacant parcels in 2015 to use as overflow parking if necessary for the 615 E. Crosstown Parkway building. Additional parking has not been needed and ISK has no other current use for those lots.

Budget: _____
Staff: _____

Date of Board
Consideration: May 23, 2022

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into between the City of Kalamazoo, 241 W. South Street, Kalamazoo Michigan 49008 (“**Purchaser**”) and Kalamazoo County Community Mental Health Authority, dba, Integrated Services of Kalamazoo, 2030 Portage, Kalamazoo, Michigan 49001. (“**Seller**”).

Background

- A. Seller is the owner of real property located in the City of Kalamazoo, Michigan, that is described in Exhibit “A” attached to this Agreement.
- B. Purchaser desires to purchase from Seller, and Seller desires to convey to Purchaser, all of Seller’s right, title, and interest in and to the real property described in Exhibit “A”, all subject to the terms and conditions set forth below.

Agreement

THE PARTIES AGREE AS FOLLOWS:

1. Property. Purchaser shall purchase from Seller and Seller shall sell to Purchaser all the Seller’s right, title, and interest in and to: (i) the land described on Exhibit “A” (the “**Land**”); (ii) the building, structures, improvements and fixtures located on the Land, if any (collectively, the “**Improvements**”); and (iii) all easements, rights, privileges, appurtenances and any other rights that benefit the Land or Improvements (collectively, the “**Property Rights**”). The Land, Improvements, and Property Rights shall collectively be referred to as the “**Property**”.
2. Purchase Price. The purchase price for the Property shall be \$10,700.00 (the “**Purchase Price**”). The Purchase Price, less the Deposit (as defined herein), and adjusted by other charges and credits as set forth herein, shall be delivered at Closing.
3. Deposit. Purchaser shall deliver to Sun Title (the “**Title Company**”) a deposit that equals ten percent of the purchase price, (the “**Deposit**”) by wire transfer or certified, cashier’s or corporate check, within Ten (10) business days after the Effective Date of this Agreement. The Deposit shall be applied to the Purchase Price if the Closing occurs. If the Closing does not occur, the Deposit shall be disbursed as provided below.
4. Investigation Period.
 - a. Property Investigations. The “**Investigation Period**” shall commence on the Effective Date of this Agreement and shall expire Three Hundred Sixty- Five (365) days thereafter at 5:00 p.m. Eastern Daylight Time. During the Investigation Period, Purchaser and/or its agents and representatives, shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever that Purchaser reasonably considers as a significant detriment to the Purchaser’s intended use of the property; Seller’s

title to the Property; market value; soil conditions, including without limitation the surface and subsoil composition and load bearing capacity; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination, including without limitation a Phase I and Phase II environmental assessment; health and safety conditions; access to utilities; access to public roads; signage; zoning; compliance with laws; codes and ordinances, and any other matter desired by Purchaser. During the Investigation Period, Purchaser shall also have confirmed that the zoning classification of the Property is sufficient to permit Purchaser's intended use of the Property, and Purchaser shall be entitled to investigate and commence proceedings to obtain any and all permits, approvals, variances, vacations, easements, releases, wetlands, and other discretionary authorizations or entitlements necessary or appropriate for Purchaser's intended use (collectively, the "**Rights and Approvals**"). Seller agrees to cooperate with Purchaser in all such proceedings to secure the Rights and Approvals, in such manner as Purchaser may reasonably request, including the filing of any applications therefor.

- b. Property Materials. Not later than ten (10) days following the Effective Date, Seller shall deliver to Purchaser all of the following materials to the extent in Seller's possession or control: (i) all surveys, drawings, site plans, topography plans and any other drawings or plans related to the Property; (ii) copies of all engineering reports, soil studies, drainage studies, environmental assessments or reports, and wetland and floodplain studies; and (iii) copies of all development, site plan and zoning approvals.
- c. Title and Survey. Promptly following the Effective Date, Purchaser, at Purchaser's expense, shall obtain an ALTA standard title insurance commitment, issued by the Title Company, showing the condition of Seller's title to the Property and any easements benefiting or burdening the Property, together with complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (collectively, the "**Title Commitment**"). Further, Purchaser may, at Purchaser's expense, obtain a current ALTA or other survey of the Property which locates the boundaries of the Property, all improvements on the Property, any easements, or rights of way affecting or benefiting the Property and any encroachments across the boundaries of the Property that is in form and substance acceptable to Purchaser or Purchaser's lender, if any (the "**Survey**"). Following Purchaser's receipt of both the Title Commitment and Survey, Purchaser shall notify Seller of any physical or other defects disclosed that Purchaser deems unacceptable, and Seller shall make commercially reasonable efforts to cure or remove any such unacceptable defects not later than twenty (20) days following Purchaser's notice. If Seller does not cure or remove such defects within that 20-day period, Purchaser may either (i) cancel and terminate this Agreement at any time prior to the Closing, in which case the full amount of the Deposit shall be immediately refunded to Purchaser, or (ii) waive such defects and continue the transactions contemplated by this Agreement.

5. Right to Terminate. At any time prior to Closing, if Purchaser is reasonably dissatisfied with the Property or any conditions thereon or matters related to the Property, including without limitation any matters or conditions contemplated in Section 4, or if Purchaser is otherwise dissatisfied with the Property for any other reason or for no reason, all in Purchaser's sole and absolute discretion, then Purchaser shall be permitted to terminate this Agreement by delivery of written notice of termination to Seller. If Purchaser terminates this Agreement on or before the expiration of the Investigation Period, then the Deposit shall be immediately refunded to Purchaser.
6. Closing. The purchase and sale of the Property as contemplated by this Agreement shall be consummated (the "**Closing**") at the offices of the Title Company, upon the date which is thirty (30) days following the expiration of the Investigation Period (the "**Closing Date**"). However, either party will have the right to extend the closing date for an additional 30 days to complete unexpected matters discovered during the Investigation Period, or to satisfy any contingency for Closing. At Closing, Seller shall make the Seller Deliveries described in Section 7 and Purchaser shall make the Purchaser Deliveries described in Section 8.
7. Seller's Closing Deliveries. At the Closing, Seller shall deliver to Title Company for delivery to Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser (collectively, the "**Seller Deliveries**"): (a) Convenient Deed in a form acceptable to Purchaser conveying to Purchaser all of Seller's right, title and interest in and to the Property, subject only to the Permitted Exceptions, executed and acknowledged by Seller in recordable form (the "**Deed**"); (b) an affidavit of ownership as required by the Title Company in order to induce the Title Company to omit the standard exceptions from the Title Policy; (c) a certificate in such form as may be required by the Internal Revenue Service under Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued theretofore that section, certifying as to the non-foreign status of a transferor; and (d) such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.
8. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to the Title Company for disbursement to Seller, the Purchase Price adjusted by the credits and debits as set forth on the Closing Statement to be prepared by Title Company and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser (collectively, the "**Purchaser Deliveries**").
9. Taxes. Seller shall be responsible for and pay at or prior to Closing all taxes and assessments that are currently due and payable for the Property. Taxes for the year of Closing shall be prorated as of the Closing Date on a calendar year basis and shall be based on taxes coming due and payable in the calendar year of Closing. Seller shall be solely and exclusively responsible for payment in full of all special assessments against the Property, if any.
10. Closing Costs.

- a. Closing Costs Paid by Seller. At Closing, Seller shall pay the following: (i) all transfer and/or conveyance taxes assessed in connection with the Closing; and (ii) all costs related to Seller's professionals and consultants; (iii) one half of the Title Company's closing fee.
 - b. Closing Costs Paid by Purchaser. At Closing, Purchaser shall pay the following: (i) all recording costs for recordation of the Deed; (ii) all costs and expenses associated with the Purchaser's inspections conducted pursuant to this Agreement and Purchaser's professionals and consultants; (iii) the cost of any endorsements issued with the Title Policy; and (iv) one half of the Title Company's closing fee, the premium for the owner's Title Policy (including removal of standard exceptions) and the Title Company's search and examination fees.
11. Use of the Property. During the term of this Agreement, Seller covenants that it shall not, without Purchaser's written consent, (i) grant, convey or enter, any easement, lease, license or other legal or beneficial interest in or to the Property, or (ii) enter any contract, service contract, option agreement to transfer, convey or encumber the Property or any portion thereof. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall suspend all activities utilized by Seller to market the Property for sale other than in connection with the transaction contemplated by this Agreement and shall not enter into any agreement with any other person or entity for the sale or lease of the Property.
 12. Condemnation/Casualty. Purchaser shall have the right to terminate this Agreement if any part of the Property is destroyed without fault of Purchaser or any part of the Property is taken or is threatened to be taken by eminent domain. If Purchaser exercises that right, the Title Company shall immediately refund the Deposit to Purchaser and the rights and obligations of the parties under this Agreement shall terminate.
 13. Broker. Seller and Purchaser each represent and warrant to the other that it has dealt with no broker, finder or other person regarding the sale or purchase of the Property. Therefore, no broker, finder or other person is entitled to any commission or a finder's fee.
 14. Default and Remedies.
 - a. Purchaser's Default; Seller's Remedy. If the Purchaser fails to terminate this Agreement as permitted, and thereafter fails to close on the purchase of the Property, due to Purchaser's material default under the Agreement - provided Seller is not otherwise in material default of this Agreement - then Seller shall be entitled, to the full amount of the Deposit, as liquidated damages, as Seller's sole and exclusive remedy, and upon payment to Seller of such amount, this Agreement and all rights and obligations of the parties shall terminate. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Seller because of Purchaser's failure to complete the purchase of the Property and that under the circumstances existing as of the

date of this Agreement, the liquidated damages provided for in this Section represents a reasonable estimate of the damages which Seller will incur because of such failure.

- b. Seller's Default; Purchaser's Remedies. If Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or if any representation or warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall have the option to either: (i) terminate this Agreement and receive from the Title Company the full amount of the Deposit and seek Purchaser's actual damages arising from Seller's breach, or (ii) seek specific performance of this Agreement.
15. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall not be entitled to recover court costs, reasonable attorneys' fees, or any other litigation expenses from the non-prevailing party.
16. Authority. The approval by the City Commission (or BRA board or both) for the City of Kalamazoo is required before this Agreement is effective and binding. If such approval is not made within 90 days after Seller has signed this Agreement, it shall be deemed null and void and of no force and effect.
17. Sale and Assignment of Agreement. Purchaser may not assign its rights and obligations under this Agreement without the express written consent of Seller, which consent shall not be unreasonably denied, withheld, or conditioned. However, Purchaser may assign all its right, title and interest in this Agreement to an existing entity, or an entity subsequently formed provided that such entity is controlled by, controls, or is under common control with Purchaser. Further, Purchaser shall remain responsible to carry out the obligations of that entity unless released from all liability in writing by Seller.
18. Effective Date. This agreement will be binding on the last date of signing by one of the parties to this Agreement.
19. Miscellaneous.
 - a. Time is of the essence. Time is of the essence of this agreement, and all time limits shall be strictly observed.
 - b. Governing Law. This Agreement is governed by Michigan law. The parties further acknowledge that since each has had the opportunity for legal counsel to review the terms of this Agreement, no provisions shall be construed against one party under any rule of construction regarding the drafter or party responsible for the challenged provision.
 - c. Counterparts/Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement and signature by personal service, email, facsimile, or other

- g. Days. Any reference to “days” in this agreement refers to calendar days, with the first calendar day beginning at 12:01 AM on the day after the effective date. If any date of performance falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday, or legal holiday.
 - h. Validity and Enforceability. In case a court of competent jurisdiction determines that one or more of the provisions contained in this Agreement is invalid, illegal, or not enforceable, such invalidity, illegality or unenforceability shall not affect any other provisions. As a result, this Agreement shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.
 - i. No Waiver of Breach. No failure of either party to complain of any act or omission on the part of the other party, regardless how long that failure continued, is considered as a waiver by that party to assert any of its rights under this Agreement. And no waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.
 - j. Representation of Authority. Each party represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.
20. Final Agreement. This Agreement expresses the entire understanding between the parties concerning this transaction and supersedes all previous understandings whether oral, written, or electronic. No modifications of this Agreement shall be binding unless in writing and signed by the Purchaser and Seller.

The parties have executed this Agreement on the date indicated below:

DATE: _____

PUCHASER:

City of Kalamazoo

BY: _____

ITS:

DATE: _____

SELLER:

**Kalamazoo County Community Mental Health
Agency, dba, Integrated Services of Kalamazoo**

BY: _____
Jeff Patton

ITS: CEO

Prepared by:
Charles R. Bear (P34107)
Assistant City Attorney
City of Kalamazoo
241 South Street
Kalamazoo, MI 49007
(269) 337-8185

EXHIBIT "A"

Property situated in the City of Kalamazoo, Kalamazoo County, Michigan, described as:

The North 3 Rods of Lot 45 of Walter Hoeks Addition according to the recorded Plat thereof recorded in the Kalamazoo County Records.

Property Address: 827 Walter Street, Kalamazoo, Michigan
Parcel Identification Number: 06-22-263-045

And,

The South 9.5 feet of Lot 45 and the West 6 Rods of Lot 46 of Walter Hoeks Addition according to the recorded Plat thereof recorded in the Kalamazoo County Records.

Property Address: 833 Walter St., Kalamazoo, Michigan
Parcel Identification Number: 06-22-263-046