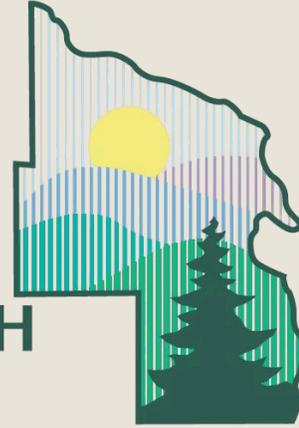


NORTHEAST
MICHIGAN
COMMUNITY
MENTAL HEALTH
AUTHORITY



FEBRUARY BOARD MEETING

February 12, 2026
3:00 p.m.

400 Johnson St.
Alpena, MI 49707

(989) 356-2161



(800) 968-1964

NORTHEAST MICHIGAN COMMUNITY MENTAL HEALTH AUTHORITY BOARD

Meeting Agenda | Thursday, February 12, 2026 | 3:00 p.m.

MISSION STATEMENT

To provide comprehensive services and supports
that enable people to live and work
independently.

- I. Call to Order**
- II. Roll call & Determination of a Quorum**
- III. Pledge of Allegiance**
- IV. Appointment of Evaluator**
- V. Acknowledgement of Conflict of Interest**
- VI. Information and/or Comments from the Public**
- VII. Approval of Minutes (Pages 1 – 3)**
- VIII. February Monitoring Reports**
 - 1. Budgeting 01-004.....(Page 4)
 - 2. Staff Treatment 01-003(Page 5 – 8)
 - 3. Treatment of Individuals Served 01-002 (Pages 9 – 13)
- IX. Board Policies Review and Self-Evaluation**
 - 1. Asset Protection 01-007 [Review] (Pages 14 – 15)
 - 2. Board Committee Principles 02-005 [Review & Self-Evaluate](Page 16)
 - 3. Delegation to the Executive Director 03-002 [Review & Self-Evaluate](Page 17)
- X. Linkage Reports**
 - 1. NMRE Board(Verbal)
 - 2. Advisory Council(Verbal)
- XI. Continued Discussion of Executive Director’s Contract (Pages 18 – 30)**
- XII. Operations Report(Page 31)**
- XIII. Board Chair’s Report**
 - 1. CMHA PAC (Pages 32 – 33)
 - 2. Schedule Nominations Committee Meeting(Verbal)
- XIV. Executive Director’s Report(Verbal)**
- XV. Information and/or Comments from the Public**
- XVI. Information and/or Comments for the Good of the Organization**
- XVII. Next NeMCMHA Board Meeting – Thursday, March 12 at 3:00 p.m.**
 - 1. Proposed March Agenda Items.....(Page 34)
- XVIII. Meeting Evaluation(Verbal)**
- XIX. Adjournment**

**Northeast Michigan Community Mental Health Authority Board
Board Meeting – January 8, 2025**

I. Call to Order

Vice Chair Lloyd Peltier called the meeting to order in the Board Room at 3:00 p.m.

II. Roll Call and Determination of a Quorum

Present: Bob Adrian, Jennifer Graham, Lynnette Grzeskowiak, Charlotte Helman, Kara Bauer LeMonds, Lloyd Peltier, Terry Small
Absent: Bonnie Cornelius (excused), Dana Labar (excused), Eric Lawson (excused)
Staff & Guests: Carolyn Bruning, Connie Cadarette, Rebekah Duhaime, Erin Fletcher, Liz Kowalski, Jason Lepper, Nena Sork, Kara Steinke, Kay Wagner, Kayla Wikaryasz

Lloyd announced that Dr. Lauren Tompkins has resigned from the NeMCMHA Board for personal reasons.

III. Pledge of Allegiance

Attendees recited the Pledge of Allegiance as a group.

IV. Appointment of Evaluator

Bob Adrian was appointed as evaluator of the meeting.

V. Acknowledgement of Conflict of Interest

No conflicts of interest were acknowledged.

VI. Information and/or Comments from the Public

None were presented.

VII. Approval of Minutes

Charlotte Helman requested a revision to the motion regarding the Executive Director’s contract, noting that the months should be added. The revised motion will read “...to approve the Executive Director’s contract for October 1, 2025 – September 30, 2028.”

Moved by Charlotte Helman, supported by Terry Small, to approve the revised minutes of the December Board meeting. Motion carried.

VIII. January Monitoring Reports

1. Budgeting 01-004

Connie Cadarette reviewed the Statement of Revenue and Expense and Change in Net Position for the month ending November 30, 2025, with 16.67% of the fiscal year elapsed. She noted that line 13, Other Revenue, will be corrected as some money was incorrectly placed under that item. Budgeting percentages are tracking well. Medicaid and Healthy Michigan funds are both underspent. General Funds are stable after going through necessary channels for a PA423 Board. BHH revenue exceeds expenses by \$9,351.

2. Emergency Executive Succession 01-006

This monitoring report was provided as a handout. Updates were made to remove the COO, as that position no longer exists. The Board discussed succession planning and how they have historically promoted from within.

IX. Board Policies Review

1. Emergency Executive Succession 01-006

The policy was reviewed alongside the monitoring report, and no further questions were raised.

2. Executive Director Role 03-001

The Board reviewed the policy and did not have any questions, noting it is very straightforward.

X. Operations Report

Erin Fletcher reported on operations for the month of December. The Access department completed 54 routine screens, and no emergent or urgent screens. I/DD Case Management served 134 individuals. One staff member from this department is on medical leave, which accounts for the below average number. A total of 938 unduplicated individuals were served during the month of December.

XI. Board Chair's Report

1. Review Revisions to Board Bylaws Article V – Officers

Rebekah and Nena reviewed Article V, Section 1. Officers; Election; Term of Office, as discussed at the previous Board meeting. Board members were presented with suggested revisions to clarify the intention of the Nominations Committee and when they meet.

Moved by Jennifer Graham, supported by Lynnette Grzeskowiak, to approve the presented revisions to the NeMCMHA Board Bylaws. Roll Call: Ayes: Bob Adrian, Jennifer Graham, Lynnette Grzeskowiak, Charlotte Helman, Kara Bauer LeMonds, Lloyd Peltier, Terry Small; Nays: None. Absent: Bonnie Cornelius, Dana Labar, Eric Lawson. Motion carried.

XII. Executive Director's Report

Nena first noted that the judge has not yet issued his opinion on the lawsuit, but that they should receive it soon and they remain hopeful that it will be a positive outcome. She next reported on her activities over the last month. She and HR started the process of reviewing health insurance providers and costs in the marketplace, and she attended a meeting with the Training Team to discuss their budget and ways to increase promotion of trainings. She also met with Rehmann to discuss goals for the future. Nena announced that as of January 1, Dr. Thibault-Hladki is the new Medical Director. She and Dr. Hoffman will work together for six months to navigate the transition.

Around ten years ago, staff created a donation fund to provide gifts during the holidays for individuals served who may not otherwise receive a gift. Due to generous staff donations, every request was able to be fulfilled this year. A new quarterly meeting will be starting next week, Bridges and Breakfast, which will include Agency staff and local DHHS staff to facilitate networking and foster better working relationships. Nena shared with the Board that after the last NMRE Board meeting, she spoke with Deanna Yockey, the NMRE's CFO. Deanna praised Connie and the wonderful work she does, stating that she has a great reputation due to her knowledge and work ethic. Board members praised Connie for her ability to explain financial concepts in an approachable manner.

XIII. Information and/or Comments from the Public

None were presented.

XIV. Information and/or Comments for the Good of the Organization

Kara shared that the Mental Health Maps for all four counties have now been completed. She and Mary Schalk from Partners in Prevention are now applying for a grant that would help them complete a Sequential Intercept Model. They are hosting an open house on January 23 from 3-7 p.m. at Joshua Tree Studio to demonstrate the Mental Health Maps.

Jennifer requested that the Executive Director's contract be added to next month's agenda for further review. She would like the Board to have more discussion of the salary, as her continued research shows that the agreed upon amount is too low. Charlotte agreed to wanting more dialogue about the contract, as they had such short notice before needing to approve it. A more thorough process may need to be established for contract renewals

in the future.

XV. Next Meeting

The next meeting of the NeMCMHA Board is scheduled for Thursday, February 12, 2026, at 3:00 p.m.

1. February Agenda Items

The proposed February agenda items were provided.

XVI. Meeting Evaluation

Bob reported members came prepared and they always have frank, open discussions. He feels the provided materials were adequate and that Lloyd did a great job running the meeting.

XVII. Adjournment

Moved by Terry Small, supported by Lynnette Grzeskowiak, to adjourn the meeting. Motion carried.

This meeting adjourned at 3:50 p.m.

Bonnie Cornelius, Secretary

Eric Lawson, Chair

Northeast Michigan Community Mental Health Authority
Statement of Revenue and Expense and Change in Net Position (by line item)
For the Third Month Ending December 31, 2025
25% of year elapsed

	Actual December Year to Date	Budget December Year to Date	Variance December Year to Date	Budget FY26	% of Budget Earned or Used
Revenue					
1 State Grants	54,573.65	73,409.01	(18,835.36)	293,636.00	18.6%
2 Grants from Local Units	66,659.50	66,659.50	-	266,638.00	25.0%
3 NMRE Incentive Revenue	-	65,000.01	(65,000)	260,000.00	0.0%
4 Interest Income	5,830.63	1,749.99	4,081	7,000.00	83.3%
5 Medicaid Revenue	8,292,982.50	9,160,034.04	(867,052)	36,640,136.00	22.6%
6 General Fund Revenue	300,696.00	300,696.00	-	1,202,787.00	25.0%
7 Healthy Michigan Revenue	443,720.17	508,438.23	(64,718)	2,033,753.00	21.8%
8 3rd Party Revenue	92,965.60	99,999.99	(7,034)	400,000.00	23.2%
9 Behavior Health Home Revenue	124,243.38	100,000.00	24,243	400,000.00	31.1%
10 Food Stamp Revenue	29,392.53	23,892.48	5,500	95,570.00	30.8%
11 SSI/SSA Revenue	148,028.50	155,805.00	(7,777)	623,220.00	23.8%
12 Revenue Fiduciary	65,177.42	0.00	-	0.00	0.0%
13 Other Revenue	14,098.92	9,277.23	4,822	37,109.00	38.0%
14 Total Revenue	9,638,369	10,564,961	(991,770)	42,259,849	22.8%
Expense					
15 Salaries	3,911,699.28	4,194,941.54	283,242	16,779,770.00	23.3%
16 Social Security Tax	150,896.74	180,689.79	29,793	722,759.00	20.9%
17 Self Insured Benefits	547,813.47	696,946.86	149,133	2,801,916.00	19.6%
18 Life and Disability Insurances	58,125.16	71,087.31	12,962	284,349.00	20.4%
19 Pension	355,163.32	368,888.73	13,725	1,475,555.00	24.1%
20 Unemployment & Workers Comp.	28,461.39	36,413.31	7,952	131,524.00	21.6%
21 Office Supplies & Postage	10,840.34	15,196.26	4,356	60,785.00	17.8%
22 Staff Recruiting & Development	725.54	1,837.50	1,112	7,350.00	9.9%
23 Community Relations/Education	18,068.30	28,576.26	10,508	66,900.00	27.0%
24 Employee Relations/Wellness	12,582.91	30,084.48	17,502	110,838.00	11.4%
25 Program Supplies	105,099.38	199,005.96	93,907	796,024.00	13.2%
26 Contract Inpatient	441,210.81	518,750.01	77,539	1,950,000.00	22.6%
27 Contract Transportation	0.00	3,506.25	3,506	14,025.00	0.0%
28 Contract Residential	1,529,317.15	1,519,774.50	(9,543)	6,079,098.00	25.2%
29 Local Match Drawdown NMRE	24,642.00	24,642.00	-	98,568.00	25.0%
30 Contract Employees & Services	1,571,315.63	2,017,776.00	446,460	8,196,104.00	19.2%
31 Telephone & Connectivity	57,396.15	67,500.00	10,104	270,000.00	21.3%
32 Staff Meals & Lodging	4,134.48	7,128.75	2,994	85,420.00	4.8%
33 Mileage and Gasoline	93,898.19	116,047.47	22,149	464,190.00	20.2%
34 Board Travel/Education	1,280.04	3,425.01	2,145	13,700.00	9.3%
35 Professional Fees	0.00	0.00	-	130.00	0.0%
36 Property & Liability Insurance	73,451.19	24,624.66	(48,827)	98,500.00	74.6%
37 Utilities	54,178.02	58,837.50	4,659	235,350.00	23.0%
38 Maintenance	56,684.42	50,325.00	(6,359)	201,300.00	28.2%
39 Interest Expense Leased Assets	9,502.73	9,118.53	(384)	36,474.00	26.1%
40 Rent	2,813.58	1,449.99	(1,364)	5,800.00	48.5%
41 Food	36,905.78	35,000.04	(1,906)	140,000.00	26.4%
42 Capital Equipment	0.00	0.00	-	0.00	0.0%
43 Client Equipment	2,266.32	9,999.99	7,734	40,000.00	5.7%
44 Fiduciary Expense	65,177.17	0.00	-	0.00	0.0%
45 Miscellaneous Expense	38,778.96	31,069.98	(7,709)	124,150.00	31.2%
46 Depreciation & Amortization Expense	213,174.09	239,317.50	26,143	957,270.00	22.3%
47 MI Loan Repayment Program	0.00	3,000.00	3,000	12,000.00	0.0%
48 Total Expense	9,475,603	10,564,961	1,154,536	42,259,849	22.4%
49 Change in Net Position	\$ 162,766	\$ 0	\$ 162,766	\$ -	0.4%
50 Contract settlement items included above:					
51 Medicaid Funds (Over) / Under Spent	\$ 849,902				
52 Healthy Michigan Funds (Over) / Under Spent	96,426				
53 Total NMRE (Over) / Under Spent	\$ 946,328				
54 General Funds to Carry Forward to FY26	\$ -	PA423 Charged to General Funds			
55 General Funds Lapsing to MDHHS	8,535	28,874			
56 General Funds (Over) / Under Spent	\$ 8,535	37,409	Actual GF		
57 Behavior Health Home Revenues	124,243				
58 Behavior Health Home Expenses	(107,325)				
59 BHH Funds (Over) / Under Spent	16,918				
60 Total BHH (Over) / Under Spent	\$ 16,918				



Board of Directors – Workforce Turnover Year End Review

Staff Treatment Monitoring Report #01-003

Executive Summary

Reporting Period: 1/1/2025 – 12/31/2025

Prepared by: Human Resources

Number FTE: 351*

During 2025, the organization experienced workforce changes driven by both routine employee movement and a planned operational decision to close the Harrisville group home. A total of 133 vacancies occurred during the year, 11 of which were the result of the Harrisville group home closure and represent position eliminations rather than turnover requiring backfill. Please note that employees were moved to other homes to fill vacancies. The net vacancies for this report are 122 (133 vacancies less the 11 from the Harrisville group home that will not be backfilled). To present an accurate picture of workforce stability, turnover rates below distinguish between voluntary and involuntary separations and adjust for positions intentionally eliminated.

Overall Turnover Snapshot

Metric	Current Period	Prior Period
Total Turnover Rate	34.7%	35.8%
Voluntary Turnover	16.4%	
Involuntary Turnover	17.5%	

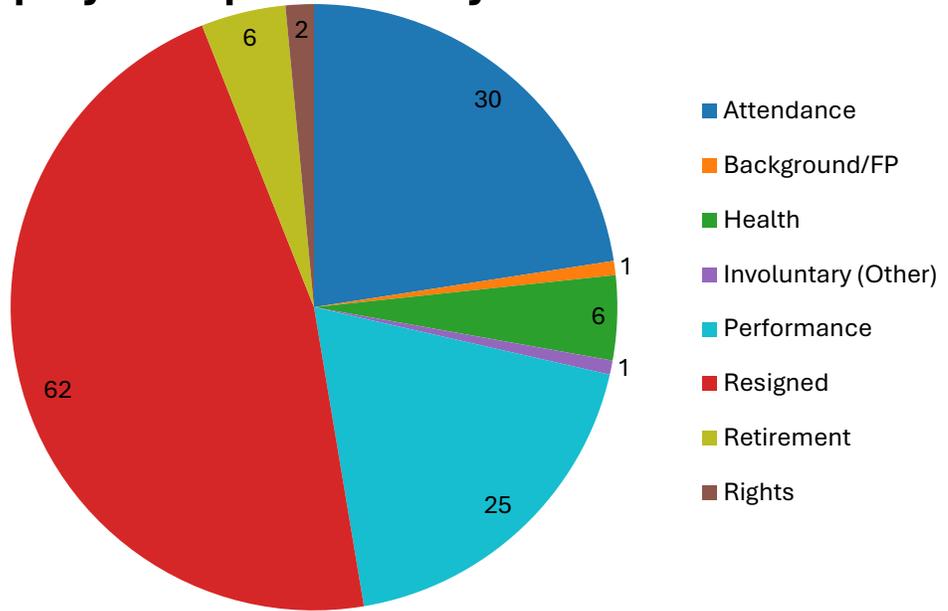
The overall turnover snapshot highlights year-over-year movement in the workforce and distinguishes between voluntary and involuntary turnover. The current period reflects a modest improvement in overall turnover compared to the prior period, indicating early stabilization following operational changes during the year. Voluntary and involuntary turnover rates are presented separately to provide clarity around employee-initiated departures versus management-initiated separations, allowing the Board to better understand underlying workforce dynamics rather than viewing turnover as a single metric.

Voluntary vs. Involuntary Turnover Based on 122 Positions

The voluntary versus involuntary turnover table reflects separations associated with 122 positions, excluding the 11 positions eliminated due to the Harrisville group home closure. Voluntary separations primarily reflect resignations associated with engagement, compensation, or workload considerations, while involuntary separations are largely tied to performance, fit, or training-related issues. Retirement separations are presented separately, as they represent expected workforce aging and succession rather than retention challenges. Presenting turnover in this way ensures the Board can distinguish between controllable and expected workforce movement.

Type	% of Total	Description
Voluntary	43.4%	Engagement / Pay / Workload (53)
Involuntary	51.6%	Performance / Fit / Training (63)
Retirement	4.9%	Workforce aging / succession (6)
Closure		11 Positions Harrisville

Employee Separations by Reason



Highest Turnover by Segment

Area / Role	Turnover %
RTW and Subs	45.9%
SIP	10.6%
CLS Services	9.0%

The segment-level turnover table identifies areas experiencing the highest workforce movement. While some segments show elevated turnover percentages, vacancy data at year-end indicates that staffing levels remained largely manageable, with a limited number of open full-time (2) and part-time (4) positions in this area. This distinction is important, as higher turnover does not always translate into operational instability if vacancies are filled or staffing coverage is maintained. Management continues to monitor these areas to balance workforce stability with service demands.

Challenges: With the high turnover rate, homes are often in transition. New people are being hired, trained, and integrated into the home and into the team. This is not always an easy transition. Finding stability and cohesive team dynamics in these homes is essential.

On The Horizon:

- We will be taking a deep dive into what is going on in these positions with a kickoff of focus groups this week. This effort will help improve the culture of the homes.
- A Supervisor training series is being rolled out to help give the hiring managers resources that may impact retention rates in the future.
- Realigning an employee engagement team.
- Continue external recruiting efforts and direct recruiting for difficult to fill positions.

Early Tenure Involuntary Turnover (Hiring Effectiveness)

Tenure	% of Separations	Board Signal
< 90 days	17.4%	Onboarding / role clarity (15)
< 1 year	41.3%	Hiring alignment (26)
1–3 years	47.6%	Career pathing (30)

The early tenure involuntary turnover table examines the timing of involuntary separations relative to date of hire for the 63 involuntary departures. This analysis is intended to assess effectiveness of hiring, onboarding, and early role alignment. A higher concentration of involuntary separations within the first year reflects the realities of group home staffing and the importance of mission alignment, role clarity, and early supervision support. This data helps identify where improvements in onboarding, training, or hiring screening may reduce early exits over time.

Market Benchmark Direct Care Workers (High-Level)

Comparator	Turnover %
Organization	45.9%
Peer Range	40%

When we look at just Direct Care Workers, the Agency has a higher turnover rate than other CMH's in Michigan based on information reported by CMHA. This is an area we will continue to focus on.

Hiring Statistics for the Year

During the reporting period, the Agency experienced significant recruitment activity alongside turnover. A total of 821 applicants applied for positions across the organization, with 114 individuals being hired. The 114 new hires are inclusive of internal transfers and represent movement within the organization that supports career progression and internal workforce development, while also reducing external recruitment needs.

Hiring activity offset a substantial portion of employee separations during the year and supported continuity of services despite turnover and planned position eliminations. Applicant volume indicates sustained interest in employment opportunities, while hire and transfer data provides important context when evaluating turnover trends and workforce stability. Management continues to assess recruitment pipelines and internal mobility to support staffing needs in critical and hard-to-fill roles.

Prior Reporting Information

Positions:		Reason for Vacancy	Number of Positions
RTWs	38	Attendance	30
Subs (26 RTW & 12 SIP)	38	Bckgd/FP	1
Clinical Staff	11	Health	6
Supervisory	7	Involuntary	1
Other	39	Performance	25
Total	133	Resigned	62
		Retirement	6
		Rights	2

Positions	RTWs	38
	Subs (26 RTW & 12 SIP)	38
	Clinical Staff	11
	Supervisory	7
	Other	39
	Total	133

Area/Location	Vacancies	Turnover
ABA (3)	1	33%
Accounting (13)	1	8
ACT (7)	1	14
Administration (28)	3	11
Board (12)	3	25
Brege (11)	5	45
Cambridge (11)	5	45
Case Management (36) (Various Programs)	6	16
Clerical Services (9)	5	55
Clinical Supervisors (15)	1	6
CLS Services-MI/IDD (32)	11	34
Crisis Services (7)	3	42
Greenhaven (6)	4	66
Mill Creek (10)	7	70
Home Based (9)	2	22
Home Supervisors (8)	2	25
Housekeeping (6)	1	16
IT (5)	1	20
Peer Services (5)	2	40
Pine Park (11)	2	18
Princeton (10)	10	100
SIP (28)	13	46
SIP Monitoring (14)	6	42
Supported Employment (19)	6	31
Thunder Bay (10)	9	90
Training (3)	2	66
Transportation (4)	1	25
Walnut (11)	9	82
	122*	

The 11 positions eliminated from Harrisville have been removed.



Recipient Rights Advisory Committee Minutes January 28, 2026

The meeting was called to order at 3:00 p.m. January 28, 2026 by Pat Przeslawski in the Administrative Conference Room.

Present: Tom Fredlund, Lynnette Grzeskowiak, Barb Murphy, Pat Przeslawski
Absent: Kara Bauer LeMonds, Renee Smart-Sheppler, Lorell Whitscell
Staff: Elizabeth Kowalski, Pam Shannon
Guests: Connie Cadarette, Jared Kendziorski

DRAFT

I. **Old Business.** None.

II. **Approval of Minutes.** The minutes from 11-05-2025 were approved as written by consensus.

III. **New Business.**

REVIEW OF THE FUNDING FOR THE RIGHTS OFFICE: Connie Cadarette, Finance Director with Jared Kendziorski, Account Manager, presented the preliminary FY26 recipient rights budget. The budgeted amount of \$222,339.00 is a reduction from FY 25 of -\$23,066.00. The budget decrease is due to actual costs of new staff vs. previous rights staff.

QUARTERLY RIGHTS ACTIVITY REPORT: The committee reviewed the report which covered the first quarter of FY 26, 10/1/2025 – 12/31/2025. There were 24 complaints received with 12 being investigated and 8 contained no Code-protected right. Of the 12, 10 were substantiated. Barb moved to review the report, Kara supported.

INTEREST TO CONTINUE ON COMMITTEE: Members were solicited as to their interest in being reappointed to the committee. The Board chair will appoint committee members during the March board meeting. All committee members in attendance expressed their desire to continue as members of the committee.

V. **Other Business.**

Pam Shannon, Recipient Rights Advisor who was hired on 12-1-2025, was introduced to the committee. Pam comes to the rights department with previous recipient rights experience having been a Recipient Rights Officer for several years at a Community Mental Health.

VI. **Adjournment.**

Renee moved to adjourn, and the meeting ended at 4:40 p.m. The next meeting will be April 22, 2026, in the Administrative Conference Room at 3 p.m.

FY26 Preliminary Recipient Rights Budget

Staff Wages/benefits	\$	216,540.00
Office/program supplies		400.00
Meals/lodging		1,000.00
Travel		2,269.00
Training		2,000.00
Membership Dues		130.00
Total Budget	\$	222,339.00

FY25 budget	\$	245,405.00
\$\$\$ Increase/(Decrease) See Note	\$	(23,066.00)
% Increase/(Decrease)		-9.4%

FY 25 budget		\$245,405.00
\$\$ Increase		-\$23,066.00

Note: Decrease due to actual costs of new staff vs previous staff

Prepared by: Connie Cadarette, Chief Financial Officer
Prepared on: 1-20-2026

QUARTERLY RECIPIENT RIGHTS ACTIVITY REPORT

Time Period: October, November & December 2025:

I. COMPLAINT DATA SUMMARY	<u>FY 25-26</u>				<u>FY 24-25</u>			
A. Totals	1 st	2 nd	3 rd	4 th	1 st	2 nd	3 rd	4 th
Complaints Received:	24				29	28	26	18
Investigated:	12				27	19	18	12
Interventions:	03				-0-	03	03	01
Substantiated:	10				23	16	16	13
Outside Jurisdiction:	01				-0-	-0-	01	-0-
No Code Protected Right:	08				02	06	04	05

B. Aggregate Summary of Complaints

CATEGORY	Received	Investigation	Intervention	Substantiated
Abuse I	0	0		0
Abuse II	0	0		0
Abuse III	4	4		2
Sexual Abuse	0	0		0
Neglect I	0	0		0
Neglect II	0	0		0
Neglect III	2	2		2
Rights Protection System	0	0	0	0
Admiss/Dischrg-2 ND Opinion	0	0	0	0
Civil Rights	0	0	0	0
Family Rights	0	0	0	0
Communication & Visits	0	0	0	0
Confidentiality/Disclosure	6	3	3	4
Treatment Environment	0	0	0	0
Freedom of Movement	0	0	0	0
Financial Rights	0	0	0	0
Personal Property	0	0	0	0
Suitable Services	3	3	0	2
Treatment Planning	0	0	0	0
Photos/Fingerprints/Audio etc	0	0	0	0
Forensic Issues	0	0	0	0
Total	15	12	3	10

c. Remediation of substantiated rights violations.

Category/Specific Allegation	Specific Provider	Specific Remedial Action
Abuse, Class III	NEMCMH	Verbal Reprimand
Abuse, Class III	NEMCMH	Suspension
Neglect, Class III	NEMCMH	Termination
Neglect, Class III	NEMCMH	Suspension
Confidentiality	NEMCMH	Documented Counseling
Confidentiality	NEMCMH	Documented Counseling
Confidentiality	NEMCMH	Documented Counseling
Confidentiality	NEMCMH	Pending
Service Suited to Condition	NEMCMH	Verbal Reprimand
Service Suited to Condition	NEMCMH	Verbal Reprimand

d. Summary of Incident Reports. (1st Qtr '26)

Category Type	1 st Qtr		2 nd Qtr		3 rd Qtr		4 th Qtr	
	'26	'25	'26	'25	'26	'25	'26	'25
01.0 Absent without leave (AWOL)	01	07		21		00		00
02.0 Accident – No injury	10	18		9		15		14
02.1 Accident – With injury	27	41		40		42		40
03.0 Aggressive Acts – No injury	44	29		29		27		31
03.1 Aggressive Acts – w/ injury	10	04		09		14		12
03.3 Aggressive Acts – Property Destruction	03	02		02		05		01
04.0 Death	02	05		03		06		05
05.0 Fall – No injury	41	13		13		28		32
06.0 Medical Problem	73	151		136		62		43
07.0 Medication Delay	03	06		05		04		01
07.1 Medication Error	15	10		19		19		12
07.2 Medication Other	97	124		154		107		114
07.3 Medication Refusal	22	44		33		42		24
08.0 Non-Serious Injury – Unknown cause	17	15		18		36		23
09.0 Other	46	109		93		70		65
10.0 Self Injurious Acts – No injury	02	03		06		11		03
10.1 Self Injurious Acts – w/injury	08	10		11		13		06
Challenging Behavior	50	23		10		59		74
Fall – with injury	14	19		13		24		17
Arrests	03	04		04		08		01
Total	488	637		628		592		518

E.	Prevention Activity	Quarter	YTD
	Hours Used in Training Provided	21.50	21.50
	Hours Used in Training Received	6	6
	Hours Used in Site Visits	30	30
F.	Monitoring Activity	Quarter	YTD
	Incident Report Received	488	488
G.	Source of All Complaints:	Quarter	YTD
	Recipient:	06	06
	Staff:	03	03
	ORR:	10	10
	Gdn/Family:	01	01
	Anonymous:	-0-	-0-
	Comm/Gen Pub:	04	04
	Total	24	2

Elizabeth Kowalski, Recipient Rights Officer

01/27/2026
Date

EXECUTIVE LIMITATIONS

(Manual Section)

ASSET PROTECTION – POLICY 01-007

Board Approval of Policy

August 8, 2002

Policy Last Reviewed:

February 13, 2025

Last Revision to Policy Approved by Board:

March 14, 2024

●1 POLICY:

The Executive Director may not allow assets to be unprotected, inadequately maintained, nor unnecessarily risked.

Accordingly, he or she may not:

1. Fail to insure against theft and casualty losses at:
 - Actual cash value, less any reasonable deductible for vehicles;
 - Replacement value, less any reasonable deductible for personal and real property; and,
 - Against liability losses to Board members, staff, or the organization itself in an amount greater than the average for comparable organizations.
2. Allow unbonded personnel access to material amounts of funds.
3. Unnecessarily expose the organization, its Board or staff to claims of liability. The Executive Director's annual monitoring report shall include a risk analysis summary.
4. Make any purchase wherein normally prudent protection has not been given against conflict of interest. Make any purchase of over \$2,000 without having obtained comparative prices and quality. Make any purchase over \$10,000 without a stringent method of assuring the balance of long term quality and cost; further, such purchases over \$10,000, not included in the Board's capital equipment budget, shall require Board approval. Orders shall not be split to avoid these criteria.
5. Fail to protect intellectual property, information, and files from loss or significant damage.
6. Receive, process, or disburse funds under controls which are insufficient to meet the Board-appointed auditor's standards.

**NORTHEAST MICHIGAN COMMUNITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE MANUAL**

7. Invest or hold operating capital in insecure instruments, including uninsured checking accounts and bonds of less than AA rating, or in non-interest bearing accounts except where necessary to facilitate ease in operational transactions.
8. Endanger the organization's public image or credibility, particularly in ways that would hinder its accomplishment of mission, including changing the name of the organization or substantially altering its identity in the community.
9. Subject facilities and equipment to improper wear and tear or insufficient maintenance.

●2 **APPLICATION:**

The Northeast Michigan Community Mental Health Authority Board

●3 **DEFINITIONS:**

●4 **REFERENCES:**

●5 **FORMS AND EXHIBITS:**

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GOVERNANCE PROCESS

(Manual Section)

BOARD COMMITTEE PRINCIPLES – POLICY 02-005

Board Approval of Policy

August 8, 2002

Policy Last Reviewed:

February 13, 2025

Last Revision to Policy Approved by Board:

February 13, 2020

●1 POLICY:

Board committees, when used, will be assigned so as to reinforce the wholeness of the board’s job and so as never to interfere with delegation from board to Executive Director. Committees will be used sparingly and ordinarily in an *ad hoc* capacity.

1. Board committees are to help the board do its job, not to help or advise the staff. Committees ordinarily will assist the board by preparing policy alternatives and implications for board deliberation. In keeping with the board’s broader focus, board committees will normally not have direct dealings with current staff operations.
2. Board committees may not speak or act for the board except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully stated in order not to conflict with authority delegated to the Executive Director.
3. Board committees cannot exercise authority over staff. Because the Executive Director works for the full board, he or she will not be required to obtain approval of a board committee before an executive action.
4. Board committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a board committee which has helped the board create policy on some topic will not be used to monitor organizational performance on that same subject.
5. This policy applies only to committees which are formed by board action, whether or not the committees include non-board members. It does not apply to committees formed under the authority of the Executive Director.

●2 APPLICATION:

The Northeast Michigan Community Mental Health Authority Board

●3 DEFINITIONS:

●4 REFERENCES:

●5 FORMS AND EXHIBITS:

BOARD STAFF RELATIONSHIP

(Manual Section)

DELEGATION TO THE EXECUTIVE DIRECTOR – POLICY 03-002

Board Approval of Policy	August 8, 2002
Policy Last Reviewed:	February 13, 2025
Last Revision to Policy Approved by Board:	February 9, 2023

●1 POLICY:

All Board authority delegated to staff is delegated through the Executive Director, so that all authority and accountability of staff—as far as the Board is concerned—is considered to be the authority and accountability of the Executive Director.

1. The Board will direct the Executive Director to achieve specified results, for specified recipients, at a specified worth through the establishment of *Ends* policies. The Board will limit the latitude the Executive Director may exercise in practices, methods, conduct, and other “means” to the Ends through establishment of *Executive Limitations* policies.
2. As long as the Executive Director uses *any reasonable interpretation* of the Board’s *Ends* and *Executive Limitations* policies, the Executive Director is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities.
3. The Board may change its *Ends* and *Executive Limitations* policies, thereby shifting the boundary between Board and Executive Director domains. By so doing, the Board changes the latitude of choice given to the Executive Director. But so long as any particular delegation is in place, the Board and its members will respect and support the Executive Director’s choices. This does not prevent the Board from obtaining information in the delegated areas.
4. Only decisions of the Board acting as a body are binding upon the Executive Director.
 - A. Decisions or instructions of individual Board members, officers, or committees are not binding on the Executive Director except in rare instances when the Board has specifically authorized such exercise of authority.
 - B. In the case of Board members or committees requesting information or assistance without Board authorization, the Executive Director can refuse such requests that require—in the Executive Director’s judgment—a material amount of staff time or funds or is disruptive.

●2 APPLICATION:

The Northeast Michigan Community Mental Health Authority Board

●3 DEFINITIONS:

●4 REFERENCES:

●5 FORMS AND EXHIBITS:



INTEROFFICE MEMORANDUM

TO: Board Members
FROM: Mikki Manion, Human Resources
SUBJECT: Executive Director’s Contract
DATE: December 10, 2025 *(Including again for continued discussion.)*

The information below was compiled for your consideration in approving the new contract for Executive Director, Nena Sork. This data came directly from the 2024-2025 CMHA Salary Survey, with 31 of 46 CMHSPs reporting.

NeMCMHA and Nena’s Comparable Information

- Column A: NeMCMHA’s budget is \$42 million
- Column C: NeMCMHA has 416 full-time equivalents (FTEs)
- Column E: Nena has been the Executive Director for 6.5 years and worked for NeMCMHA for 17 years
- Column F: Nena’s current salary is \$154,509

2024-2025 CMHA Salary Survey Data

Budget	Number of CMH Respondents	Total FTE	Executive Director Direct Reports (FTE)	Length of Time Executive Director has Been in Role	Executive Director Current Salary
Under 13 million	3	244	9	19 years	\$225,708
13-30 million	9	125	9	5 years	\$169,259
30-50 million	6	153	9	5 years	\$177,570
Over 50 million	13	309	9	7 years	\$186,941

Proposed Salary

Taken directly from the proposed contract, Article II – Compensation / Contract Payments, Section 2.2:

Payment for Services: The Employer shall pay the Executive Director an annual salary of one hundred fifty-four thousand five hundred nine dollars (\$154,509), subject to the salary adjustments described in Sections 2.2(a) and 2.2(b) below.

- a) Effective retroactively to October 1, 2025, the Executive Director’s salary shall be increased by five percent (5%) to \$162,234.45
- b) Effective October 1, 2026 (the second year under this Contract), the Executive Director’s salary shall be increased by an additional three percent (3%) to \$167,101.48

The proposed contract would be made retroactively effective to October 1, 2025, and would extend through September 30, 2028. The rest of the proposed contract remains unchanged from the previous contract effective October 1, 2022 through September 30, 2025.

CMHA FY25 Salary Survey Data - Executive Director Summary

Averages

Budget	Number of CMH Respondents	Total FTE	Executive Director Direct Reports (FTE)	Length of Time Executive Director has Been in Role	Executive Director Current Salary	Executive Director salary adjustments tied to performance objectives?	What is the per diem rate (\$) to attend Board meetings?	What is the per diem (\$) to attend committee meetings?	What is the per diem (\$) to attend conferences?	Do you reimburse Board/Committee members mileage at the IRS rates?
Under 13 Million	3	244	9	19 years	\$225,708	100% answered "No"	55	55	55	66.67% answered "Yes"
13-30 Million	9	125	9	5 years	\$169,259	66.67% answered "No"	47	34	50	100% answered "Yes"
30-50 Million	6	153	9	5 years	\$177,570	16% answered "No"	53	43	53	100% answered "Yes"
Over 50 Million	13	309	9	7 years	\$186,941	30% answered "No"	49	45	92	100% answered "Yes"

NORTHEAST MICHIGAN COMMUNITY MENTAL HEALTH AUTHORITY
EMPLOYMENT CONTRACT

WITH
NENA F. SORK
FOR THE POSITION OF EXECUTIVE DIRECTOR

This employment CONTRACT is entered into by and between Northeast Michigan Community Mental Health Authority, located at 400 Johnson Street, Alpena (hereinafter referred to as the “Board”) and Nena F. Sork, who resides at 114 Barry Street, Alpena (hereinafter referred to as the “Executive Director”).

In consideration of the promises below, the parties mutually agree as follows:

**ARTICLE I – PURPOSE, PARTICIPATION IN PROVIDER NETWORK
AND SCOPE OF SERVICES / EXECUTIVE DIRECTOR RESPONSIBILITIES**

- 1.1 Purpose: The purpose of this Contract is to specify the conditions, obligations, and duties of the respective parties with regard to the provision of services as further defined herein.
- 1.2 Employment: The Board hereby employs Nena F. Sork, and Nena F. Sork, hereby accepts the employment to the AT WILL position of Executive Director of Agency (“Executive Director”) upon the terms and conditions set forth in this Contract.
- 1.3 Scope of Services:
 - 1.3.1 The duties of the Executive Director shall be those of a director of a four-county cooperative community mental health program enumerated in the Michigan Mental Health Code, as amended, including those set forth in Chapter 2, Section 230 of the Code, which reads in part as follows:

“The director of a community mental health program shall function as the chief executive and administrative officer of the program, and shall execute and administer the program in accordance with the approved plan and operating budget, the general policy guidelines established by the board, the applicable governmental procedures and policies and the provisions of this act. The Executive Director has the authority and the responsibility for supervising all employees of the Agency. The terms and conditions of an Executive Director’s employment, including tenure of service, shall be as mutually agreed to by the Board and the Executive Director and shall be specified in a written contract.”
 - 1.3.2 Such statutorily-mandated duties shall be incorporated in the Employer’s written employment description for the position of Executive Director of the Agency. The Board reserves the right to delineate and assign further duties and functions

for the Executive Director as it deems necessary and in the best interest of the administration of its programs.

- 1.3.3 While employed under this Contract, the Executive Director shall abide by, enforce and comply with the policies and governance directives of the Board, consistent with the Board's Federal and statutory duties, and the provisions and requirements of the Michigan Mental Health Code, as amended, and the Administrative Rules and Regulations of the MDHHS. The Executive Director agrees to represent the Employer and its essential interest at appropriate meetings and by means of correspondence as authorized by policy and directives of the Employer. The Executive Director shall devote a minimum of forty (40) hours per week toward the discharge of the Executive Director duties and responsibilities set forth in this Contract.

ARTICLE II – COMPENSATION / CONTRACT PAYMENTS

- 2.1 Conditions on Funding: This Contract obligation is contingent upon sufficient, continued funding from the MDHHS.
- 2.2 Payment for Services: The Employer shall pay the Executive Director an annual salary of one hundred fifty-four thousand five hundred nine dollars (\$154,509), subject to the salary adjustments described in Sections 2.2(a) and 2.2(b) below.
- a) Effective retroactively to October 1, 2025, the Executive Director's salary shall be increased by five percent (5%) to \$162,234.45
 - b) Effective October 1, 2026 (the second year under this Contract), the Executive Director's salary shall be increased by an additional three percent (3%) to \$167,101.48
- 2.3 Benefits: The Executive Director shall be afforded fringe benefits as outlined in the attached Executive Director Fringe Benefit Summary which is an inclusive document of this contact
- 2.4 In addition to the increases described in Section 2.2(a) and 2.2(b), the Executive Director's salary shall be increased by the same percentage, if any, the Authority's other non-union employees are granted,
- 2.5 Expenses: The Employer shall reimburse the Executive Director for travel and meeting expenses incurred in the course of his/her employment, commensurate with Board's policies regarding such matters. The Executive Director agrees to provide appropriate expense records on a monthly basis for review by the Employer, pursuant to Agency policy.
- 2.6 Outside Employment: The Executive Director may engage in any employment or business outside this Contract, with prior approval of the Board and in accord with Agency Supplemental Employment Policy.

ARTICLE III – TERM

- 3.1 The term of this contract shall be for a period commencing October 1, 2025, through September 30, 2028, unless extended by action of the Board.
- 3.2 Notwithstanding the provisions of this section or any other provision in this Contract to the contrary, it is expressly understood and agreed by the Board and the Executive Director that this Contract is at all times subject to the Board's right and the Executive Director's right to terminate this Contract as set forth in Article XIX.
- 3.3 The Board shall annually evaluate the performance of the Executive Director. Such evaluation shall be in writing and shall be based upon criteria established by the Authority in concert with Policy Governance. The Authority shall consider the consultation of the Executive Director in establishing the criteria for such evaluation.

ARTICLE IV – LIABILITY INSURANCE

- 4.1 The Board shall provide the Executive Director with its liability insurance coverage, under Agency's current liability insurance policy through the Michigan Municipal Risk Management Authority and/or under any subsequent liability insurance policy of the Board and/or Agency in the performance and execution of the duties and functions of his/her employment.

ARTICLE V – COMPLIANCE WITH LAWS AND REGULATIONS

- 5.1 Compliance with the Laws: The Executive Director shall provide all services in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to (a) the Mental Health Code and the rules and regulations promulgated hereunder; (b) all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857(h)); and (c) Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- 5.2 The Executive Director acknowledges that the Board has Federal and statutory duties and the Executive Director agrees to perform his/her functions under this contract consistent with those duties.

ARTICLE VI – DISBARMENT AND SUSPENSION

- 6.1 Assurances: Assurance is hereby given to the NeMCMHA that the Executive Director will comply with Federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that Executive Director:

- 6.1.1 Is not presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency;
 - 6.1.2 Has not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - 6.1.3 Is not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in section 19.1.2; and
 - 6.1.4 Has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.
- 6.2 Verification of Assurances: The Executive Director acknowledges that the Board may be verifying this information through:
- 6.2.1 The Michigan Department of Licensing and Regulatory Affairs to ensure that the Executive Director is not suspended from participation in Michigan Medicaid and/or Medicare and that the Executive Director is not listed with Michigan Department of Licensing and Regulatory Affairs for Unfair Labor Practices.
 - 6.2.2 U.S. General Services Administration “excluded parties list.”
 - 6.2.3 and/or other agencies charged with collecting this information.
- 6.3 Effect of Being Listed in Registries: If the Executive Director appears in the registries identified in either sections 6.2.1 or 6.2.2 or 6.2.3 above during the term of this Contract, this Contract shall become null and void.

ARTICLE VII – COVENANTS CONCERNING ETHICS AND EQUAL OPPORTUNITY

- 7.1 Discrimination Against Recipients Prohibited: The Executive Director agrees not to unlawfully discriminate against a recipient of services or an applicant for receipt of services as required by the Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, or MCL 37.2101 et seq. Breach of this covenant shall be regarded as a material breach of this Contract.
- 7.2 Posting Whistleblowers Protection Act Poster: The Executive Director agrees to post, in a conspicuous place, a copy of the Whistleblowers Protection Act, developed as a result of P.A. 469 of 1980, as amended.

ARTICLE VIII – CHOICE OF LAW

- 8.1 This Contract shall be construed according to the laws of the State of Michigan.

ARTICLE IX – AMENDMENTS

- 9.1 Modifications, amendments or waivers of any provision of this Contract shall be made only by the written consent of both parties set forth in a written amendment signed by the authorized representatives of both parties.

ARTICLE X – EXTENT OF CONTRACT

- 10.1 This Contract contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

ARTICLE XI – POLICIES, PROCEDURES, ADMINISTRATIVE DIRECTIVES AND HIPAA

- 11.1 The Executive Director agrees to follow those policies, procedures and administrative directives or other documents as specified by the Board.
- 11.2 HIPAA Compliance: The Executive Director shall be in compliance with all of the aspects in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Administrative Simplification section, Title II, Subtitle F, regarding standards for privacy and security of PHI (protected health information) as outlined in the Act.
- 11.3 Subcontractors: The Executive Director will ensure that any agents, including subcontractors, to whom he/she provides protected health information received from, or created or received by the Executive Director on behalf of, Agency, agrees to the same restrictions and conditions that apply to the Executive Director with respect to such information.
- 11.4 Cooperation with the Secretary of Health and Human Services: The Executive Director will make its internal practices, books and records relating to the use and disclosures of protected health information received from, or created or received by the Executive Director on behalf of, Agency available to the Secretary of Health and Human Services, or its designee, for the purpose of determining Agency's compliance with the Health Insurance Portability and Accountability Act of 1996.

- 11.5 Contract Termination: At termination of the Contract, the Executive Director will return all protected health information received from, or created or received by the Executive Director on behalf of, Agency that the Executive Director still maintains in any form and retain no copies of such information. If such return is not feasible, the Executive Director must extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 11.6 Breaches of Confidentiality: If the Executive Director becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information, the Executive Director must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to the Agency Compliance Officer. The alleged breach or violation will be investigated and an appropriate sanction issued.

ARTICLE XII – CONTINUATION OF SERVICES BEYOND TERM OF CONTRACT

- 12.1 In the event that a new contract between the parties hereto is not signed by the termination date of this Contract, the terms and conditions contained herein shall remain in effect for a period of ninety (90) days from the scheduled termination date, unless either party hereto has notified the other party, in writing, of its intent not to renew this Contract.

ARTICLE XIII – NONDISCRIMINATION AND PROCUREMENT POLICY

- 13.1 The Executive Director, as required by law, shall not discriminate against a person to be served or another Executive Director or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, ancestry, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or disability unrelated to the individual's ability to perform the duties of the particular job or position.
- 13.2 The Executive Director shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:
- 13.2.1 The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- 13.2.2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- 13.2.3 Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 USC 794), Title IX of the Education Amendment of 1972, as amended (20 USC 1681-1683 and 1685-1686)

and the regulations of the US Department of Health and Human Services issued thereunder (45 CFR, Part 80, 84, 86 and 91).

13.2.4 The Age Discrimination Act of 1975 (42 USC 6101 et seq.).

13.2.5 The Americans with Disabilities Act of 1990 PL 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated hereunder. The Executive Director by entering into this Contract gives its assurance to the NeMCMHA and the MDHHS that appropriate efforts shall be made to identify and encourage the participation of minority, women and handicapped owned business in contract solicitations. It is expressly understood and agreed that the Executive Director shall not discriminate against minority, women and handicapped owned businesses when contracting. The Executive Director shall, upon the request of either the NeMCMHA or the MDHHS, be able to demonstrate its efforts to enter into contracts with such businesses.

13.3 The Executive Director shall maintain a procurement system and solicitation practices that prohibit discrimination against minority, women and handicapped owned businesses. Records that demonstrate compliance with this requirement must be maintained for review upon request.

ARTICLE XIV – COMPLIANCE WITH MDHHS AGREEMENT

14.1 It is expressly understood and agreed by the Executive Director that this Contract is subject to the terms and conditions of the Agreement entered into between Agency and the MDHHS and between Agency and the PIHP for Medicaid funding. The Executive Director shall comply with all applicable terms and conditions of the MDHHS and Medicaid agreements.

ARTICLE XV – LOBBYING

15.1 The Executive Director shall comply with the Anti-Lobbying Act, Title 31 USC, Section 1352 (added under Section 319 of Public law 101-121), as revised by the Lobbying Disclosure Act of 1995 (PL 104-65) and Section 503 of the Departments of Labor, Health and Human Services and Education and Related Agencies Appropriations Act (Public Law 104-208). The Executive Director shall include the language of this assurance in all subcontracts for services covered by this Contract.

ARTICLE XVI – PRO-CHILDREN ACT OF 1994

- 16.1 The Executive Director shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; services providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. The Executive Director shall include this language in any subcontracts that contain provisions for children's services.
- 16.2 The Executive Director, in addition to compliance with Public Law 103-227, shall ensure that any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under control of the Executive Director. If activities or services are delivered in the facilities or areas that are not under the control of the Executive Director (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

ARTICLE XVII – HATCH ACT AND INTERGOVERNMENTAL PERSONNEL ACT

- 17.1 The Executive Director shall comply with the Hatch Act (5 USC 1501-1508) and Intergovernmental Personnel Act of 1970 as amended by Title VI of Civil Service Reform Act (Public Law 95-454 Section 4728). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

ARTICLE XVIII – WAIVERS

- 18.1 No failure or delay on the part of either of the parties to this Contract in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise any other right, power or privilege.
- 18.2 In no event shall the making by Agency of any payment due to the Executive Director constitute or be construed as a waiver by the NeMCMHA of any breach of a provision or this Contract, or any default which may then exist, on the part of the Executive Director, and the making of any such payment by Agency while any such breach or default shall exist shall in no way impair or prejudice right or remedy available to the NeMCMHA in respect to such breach or default.

ARTICLE XIX – TERMINATION

19.1 It is understood and agreed that the Executive Director is employed at the will and pleasure of the Employer and may be terminated from employment with or without cause by the Employer as follows:

19.1.1 If the Executive director is terminated at will, for any reason other than those identified in 19.1.2, below, or this contract is otherwise allowed to expire of its own terms and is not renewed, the Executive Director shall be given at least one hundred twenty (120) days written notice.

19.1.2 If the Executive Director is terminated for any of the below enumerated reasons, his/her termination is effective immediately and he forfeits all entitlement to the above benefits:

1. the conviction of or pleading guilty to a felony;
2. embezzlement, dishonesty, theft, or misappropriation of funds;
3. insubordination;
4. sexual harassment of employees;
5. unauthorized altering of Employer's documents or records;
6. improper use of sick leave or other leaves of absences;
7. incompetence or neglect of duty;
8. reporting to work or working while under the influence of drugs or alcohol;
9. illegal activity on Employer's premises during work or non-work hours ;
10. absence from work in excess of his/her personal time off unless otherwise approved by the Employer; or
11. any other material breach of the Executive Director's obligations under this Contract.

19.1.3 Nothing in this contract restricts the Board's discretion to otherwise investigate, reprimand, suspend or discipline the Executive Director in accordance with agency policies or its Federal and statutory duties.

19.2 The Executive Director may voluntarily terminate his/her employment under this Contract at any time upon the giving of one hundred twenty (120) days' written advance notice to the Employer. Such voluntary termination shall take effect on the last day of such one hundred twenty (120) day period, or sooner if mutually agreed upon. The Executive Director's compensation shall cease as of the effective date of such termination. If the Executive Director fails to give required advance notice of such voluntary termination, the Executive Director shall be deemed to have waived right to claim entitlement to accrued but unused benefits.

ARTICLE XX – INDEMNIFICATION

20.1 Indemnification.

20.1.1 Board Indemnification. The Board shall indemnify, defend, assume, pay for and hold the Executive Director harmless from and against any and all claims, demands, suits, proceedings and/or action of every kind or nature, whether administrative, at law, or in equity, including, but not limited to personal liabilities, judgments, obligations, losses, damages, penalties, fines, settlements, expenses (including attorney fees, accounting fees and/or expert witness fees and disbursements) and costs (collectively, “Claims”), incurred by, borne by, or asserted against the Executive Director to the extent such claims are in any way related to, arise out of, or result from: (1) the direct acts or omissions of the Executive Director in the performance hereunder, or (2) the indirect acts or omissions of the Executive Director in performance hereunder including action or non-action of employees or agents alleged or deemed to be under the Executive Director’s direction and/or control. This provision is applicable and shall apply irrespective of whether the same is or may be covered in whole or in part by the Board’s insurance policy(ies) that may or may not be in force and effect during the term of this contract.

20.1.2 Exclusions to Board indemnification. Notwithstanding any other provision herein to the contrary, the Board’s indemnification excludes acts or omissions that are outside the scope of employment of the Executive Director; and criminal or intentional torts or acts, and/or omissions to act, wherein the offender knew the wrongfulness of such action or mission and could reasonably foresee the damages that could result there from.

20.1.3 Executive Director Indemnification. The Executive Director shall indemnify, defend, assume, pay for and hold the Board harmless from and against any and all claims, demands, suits, proceedings and/or actions of every kind or nature, whether administrative, at law, or in equity, including, but not limited to personal liabilities, judgments, obligations, losses, damages, penalties, fines, settlements, expenses (including attorney fees, accounting fees and/or expert witness fees and disbursements) and costs (collectively, “Claims”), incurred by, borne by, or asserted against the Board to the extent such claims are in any way related to, arise out of, or result from: acts or omissions that are outside the scope of employment of the Executive Director, and/or constitute criminal or intentional torts or acts, and/or omissions to act, wherein the offender knew the wrongfulness of such action or omission and could reasonably foresee the damages that could result there from.

ARTICLE XXI – DISREGARDING TITLES

21.1 The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

ARTICLE XXII – INVALID / UNENFORCEABLE PROVISIONS

22.1 If any clause or provision of this Contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by a tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Contract.

ARTICLE XXIII – NON-BENEFICIARY CONTRACT

23.1 This Contract is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Contract.

ARTICLE XXIV – CERTIFICATION OF AUTHORITY TO SIGN

24.1 The person signing on behalf of the parties hereto certify by their signatures they are duly authorized to sign this Contract on behalf of the party they represent and this Contract has been authorized by said party.

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

EMPLOYEE:

NORTHEAST MICHIGAN COMMUNITY
MENTAL HEALTH AUTHORITY:

By: Nena Sork 12-15-2025
Signature Date

By: Eric Lawson 12-15-25
Signature Date

Name: Nena Sork

Name: Eric Lawson

Title: Executive Director

Title: Board Chairperson

	Program	Consumers served January 2026 (1/1/26 - 1/31/26)	Consumers served in the Past Year (2/1/25 - 1/31/26)	Running Monthly Average(year) (2/1/25 - 1/31/26)
1	Access	56	497	41
	Routine	0	1	0
	Emergent	0	2	0
	Urgent	45	449	41
	Crisis	40	573	40
	Prescreens			
2	Doctors' Services	404	1126	376
3	Case Management			
	Older Adult (OAS)	76	118	78
	MI Adult	70	217	62
	MI ACT	17	28	15
	Home Based Children	30	70	21
	MI Children's Services	53	132	43
	IDD	149	303	156
4	Outpatient Counseling	98(24/74)	263	76
5	Hospital Prescreens	40	573	40
6	Private Hospital Admissions	17(2/15)	219	15
7	State Hospital Admissions	0	2	0
8	Employment Services			
	IDD	42	69	47
	MI	36	95	40
	Touchstone Clubhouse	70	92	66
9	Peer Support	40(8/37)	82	50
10	Community Living Support Services			
	IDD	82	95	82
	MI	59	99	63
11	CMH Operated Residential Services			
	IDD Only	45	48	47
12	Other Contracted Resid. Services			
	IDD	37	40	37
	MI	27	35	28
13	Total Unduplicated Served	965	2104	965

County	Unduplicated Consumers Served Since February 2025
Alcona	216
Alpena	1255
Montmorency	265
Presque Isle	277
Other	74
No County Listed	17



January 26, 2026

To: CMH Board Members/Executive Directors (CMH & PIHP)/Management Staff (CMH & PIHP)/Provider Alliance Members

From: PAC Committee

Re: 2026 Annual PAC Campaign

This memorandum is being sent to all CMH boards, PIHPs and Provider Alliance members to announce and solicit participation in this year's CMH-PAC campaign. The CMH-PAC is a political action committee that helps support representatives and senators in leadership positions and those who champion the funding, legislation, and policy initiatives that help support and improve the provision of community-based mental health and substance use disorder services.

Your donations to the CMH PAC help support candidates who are supportive of our efforts at CMHA. The money that is raised for the CMH PAC helps raise awareness of our issues. While we are not able to match dollar for dollar the contributions of the larger interest groups your efforts go a long way and give CMHA a "seat at the table".

The 2026 is an election is going to be historic in Michigan – everything will be up for grabs: Governor, US Senate, US House, Attorney General, Secretary of State and control of the Michigan Legislature. The demand for PAC dollars has never been higher, we receive fundraising requests almost daily.

The threat of privatization remains under the current administration in Lansing and may continue in future administrations. Efforts to downsize government and reprioritize spending are being advanced at both the state and federal levels. We must remain vigilant and prepared to defend against potential threats. Equally important, we must be ready to advance our own priorities with the new Legislature elected this November.

Behavioral health continues to be part of the legislative dialogue, but maintaining that visibility requires consistent engagement. To do so, we must build the CMH-PAC to a new level and support the key leaders who are willing to work with us.

A recent analysis of PAC contributions to legislators, legislative caucus funds, and the Governor over the past eight years shows that the insurance industry and for-profit health plan executives have contributed nearly **\$8.5 million**. By comparison, the CMH-PAC has contributed approximately **\$50,000**.

Contributions can now be made securely online via credit card using the link below. Your participation is critical to protecting and advancing Michigan's community mental health system. Thank you for your continued support and commitment.

<https://cmham.org/public-policy/cmh-pac/>

**2026 CMH PAC CAMPAIGN
Details and Timeline**

As always, our PAC goal is to have as many boards and members participate as possible. Typically, in past years we only had about 1/3 of our membership participate in the PAC campaign – **our goal is 100% member participation, we MUST increase our contributions.**

****PAC FUNDRAISING GOAL****

Our new annual fundraising goal is \$20,000 / year! We believe we can reach that goal if all of our membership participates – **we need 40 organizations (CMHs, PIHPs, and Provider Alliance members) to each contribute \$500.** If you are a CMH and all of your board members donated 1 meeting per diem and the CEO contributed the same amount the \$500 goal would be reached.

In past years as an incentive to increase participation we have been able to provide Tiger game suite tickets (12 tickets) donated by Muchmore Harrington Smalley and Associates that went into a drawing of all the eligible members – we will send out the date and time once it becomes available. **In order to qualify for the Tiger ticket drawing members must meet the new \$500 goal contributions, which can come from the board members and/or staff.**

The campaign is being announced early with the hope that more boards will have time to discuss its merits locally and increase the participation rate. The PAC Committee requests that CMH directors and board chairpersons announce and discuss the campaign over the next three months at their regular monthly meetings.

Again, we will have the details on the Tiger game later this year if it becomes available. In order to qualify for the special drawing members should expect to forward their campaign and donations to CMHA by late June / early July.

In addition to the Tiger drawing CMHA staff will be looking into special recognition for those CMH boards who have 100% participation in the PAC by contributing at least a ½ day per diem.

Again, you can pay online at the link below to use our secure online checkout function or make checks payable to: CMH PAC ~ 507 S. Grand Ave ~ Lansing, MI 48933 (no corporate checks, please).

<https://cmham.org/public-policy/cmh-pac/>

If you have any questions regarding this year's campaign, please contact Robert Sheehan or Alan Bolter at CMHAM. Thank you for your participation.

MARCH AGENDA ITEMS

Policy Review

Budgeting 01-004

Policy Review & Self-Evaluation

Board Members' Ethical Code of Conduct 02-008

Monitoring Reports

Budgeting 01-004

Financial Condition 01-005

Asset Protection 01-007

Activity

Board Member Recognition

Nominations Committee Meets

Educational Session

TBD