

STATE OF MICHIGAN



ISABELLA COUNTY TRIAL COURT

300 NORTH MAIN STREET


MT. PLEASANT, MICHIGAN 48858

TEL. (989) 772-0911

HON. ERIC R. JANES
CHIEF JUDGE
KERRI R. CURTISS
COURT ADMINISTRATOR

HON. STUART BLACK
TRIAL JUDGE
HON. J.E.B. ALLEN
TRIAL JUDGE
HON. SARA SPENCER-NOGGLE
TRIAL JUDGE

To: Isabella County Board of Commissioners

From: Kerri Curtiss, Trial Court Administrator 

Date: January 27, 2026

Re: Isabella County, Isabella County Trial Court and McBride Quality Care
Isabella County Non -Secure Contract for Services

Background

The County, Court and McBride Quality Care, with the educational support of Mt. Pleasant Community Education, have provided non-secure placement services to youth of the community for more than 20 years. In summary, the County owns the facility and provides funding, the Court manages the programming and services, McBride Quality Care provides licensing, staffing and all associated requirements, as well as handling day to day operations while Mt. Pleasant Community Education supplies the educational components.

This contract is for three years, October 1, 2025 through September 30, 2028. The current year financial obligation is \$327,600 with a 2% increase each subsequent year. The majority of the contractual costs are reimbursable at 75% through the Child Care Fund.

The Isabella County Non-Secure home is a residential six-bed non secure facility that houses both male and female youth between the ages of 10 and 17 that require out of home placement. Services include counseling, life skills, substance abuse education and academic development in a safe out of home environment. The facility is operated 24 hours per day, 365 days per year. The first priority is to serve youth of our community, however, if there is bed availability, we allow placement of youth from other communities upon approval of the Referee or Court Administrator. Those communities pay a per day rate to Isabella County, which helps offset the cost of the contract.

Financial Impact

The contract amount for FY26 is \$327,600, portions of which are reimbursable at 75% through the Child Care Fund. The Court's FY26 approved budget included the amount of this contract, therefore, there is no additional financial obligation for the current year. The remaining two years of the contract provide for a 2% increase each year.

Recommendation

It is recommended that the Board of Commissioners approve the contractual agreement and authorize the Board Chairman to sign said contract.

Attachment

Isabella County Non-Secure Contract for Services

ISABELLA COUNTY NON-SECURE CONTRACT FOR SERVICES

This contract, made and entered into this 1/14/26, by and between the County of Isabella, a Michigan County Corporation (hereinafter referred to as the "County") whose business address is located at 200 North Main Street, Mt. Pleasant, Michigan 48858, the Isabella County Trial Court whose business address is 300 N Main Street, Mt. Pleasant, MI 48858 (hereinafter referred to as the "Court") and McBride Quality Care Services, Inc., a Corporation (hereinafter referred to as "Contractor") whose business address is 3070 Jen's Way, PO Box 387, Mt. Pleasant, MI 48804-0387.

1. Consideration and Purpose

The purpose of this contract is to specify the conditions, obligations and duties of the respective parties with regard to shelter services to be provided by the Contractor to individuals who are placed pursuant to Court order in the Isabella County Non-Secure facility. The facility is located at 1510 East Blanchard Road, Shepherd Michigan 48883.

2. Term

This contract is effective for three years commencing **October 1, 2025** and ending **September 30, 2028**, unless terminated in accordance with the terms herein. This contract may be extended by mutual written agreement of the parties.

3. Licensing

Contractor is responsible for securing any licenses required by the State of Michigan which are needed to operate the Isabella County Non-Secure. In the event the State of Michigan fails to license the purposed facility then the agreement is terminated.

Contractor shall provide written copies of all required State licenses to the Isabella County Trial Court Administrator no later than February 28 annually.

4. Program Description and Services

The Isabella County Non-Secure is a six bed, non-secured facility that accommodates both male and female youths between the ages of 10 and 17. Contractor shall provide services such as but not limited to the following: crisis counseling, life skills education, goal setting, recreational activities, physical exercise, problem solving skills, and substance abuse education. Contractor shall provide an academic educational program that facilitates the resident's academic development. The program provided by Contractor shall be reviewed and approved by designated representative of the Family Division of the Isabella County Trial Court.

5. Payment

The Contractor shall receive the sum of **\$327,600** for Fiscal Year 2026 for services provided under this contract. In the event the contract is terminated by either party prior to the contract term expiring, the Contractor will receive compensation for work performed up until the day the contract is terminated.

Fiscal year 2027 and 2028 shall receive a 2% contractual increase for each year.

6. Staffing

A. The Isabella Non-Secure will be operated 24 hours per day, 365 days per year.

Contractor shall have two employees working during the hours of 7:00 am to 10:00 pm. Contractor shall have one employee working during the hours of 10:00pm to 7:00am. In the event that additional staffing is needed due to identified risks or otherwise indicated to be in the best interest of residents, it is

the responsibility of the contractor to facilitate said staffing and cover all costs associated with such.

- i. If the facility is empty or resident count is reduced, contractor may reduce staffing so long as all licensing requirements are met. Staff must be available immediately if a placement occurs regardless of date or time of day.

B. Contractor will provide the Isabella County Trial Court Administrator with the names of individuals who work at the Isabella County Non-Secure. Upon request of the Trial Court Administrator, information will be provided by the Contractor to allow the County and/or Court to run a comprehensive criminal history of the employees performing work under the contract. In the event that a person performing work under the contract has pending criminal charges or is on probation or parole, the Chief Judge for the Isabella County Trial Court may require Contractor to prohibit the individual from working in the Isabella County Non-Secure.

7. Staff Training

The Contractor agrees that employees working at the Isabella County Non-Secure will receive training which will include, but not be limited to: behavior modification, crisis intervention and counseling, ethnic awareness, fundamentals of substance abuse education and counseling, child management techniques, appropriate discipline, interpersonal communication, CPR and First Aid, and education in helping others develop problem solving skills.

8. Independent Contractor

It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants and agents of Contractor shall not be considered to be and shall not hold themselves out as employees, servants or agents of either the County or the Court.

Contractor, as the employer of record, shall be responsible for supervising and for paying the salaries or wages of its personnel and for the withholding and payment of all income and social security taxes for their employees to the proper Federal, State and local governments. Contractor shall carry workers' compensation insurance coverage for its employees, as required by law.

9. Indemnification

Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, the Court, and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County, the Court, and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of Contractor, its officers, employees, contractors or agents.

Contractor's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by Contractor pursuant to the requirements of this Agreement.

10. Insurance

Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Workers' Compensation Insurance

Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance

Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following:

- (1) Broad Form General Liability Endorsement or equivalent if not in policy proper;
- (2) Contractual Liability;
- (3) Products and Completed Operations; and
- (4) Independent Contractors coverage.

C. Motor Vehicle Liability

Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence, and/or aggregate, combined single limit, bodily

injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. Deductibles

Contractor shall pay all deductibles required by its insurance coverages.

E. Additional Insured

The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County, the Court, and all of the County's and Court's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.

F. Cancellation Notice

It is understood and agreed that Contractor shall provide thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in the insurance coverages required by this Agreement to Isabella County Administrator/Controller, 200 N. Main Street, Mt. Pleasant, MI 48858 and Trial Court Administrator, 300 N. Main Street, Mt. Pleasant, MI 48858.

(1) Proof of Insurance

- i. Contractor shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of

insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

(2) Expiration

- i. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the persons identified in above, at least ten (10) days prior to the expiration date.

11. Operational Expenses

Contractor is responsible for the operational expenses of Non-Secure including but not limited to: food for residents and staff, utilities, telephone for consumers, insurance, snow removal, garbage removal, lawn maintenance, clothing for residents, toiletries, and miscellaneous supplies needed to comply with the terms of this agreement.

Office and Administrative furnishings, common area and student furnishings, including but not limited to: beds, mattresses tables, chairs, and couches will be requested by contractor to the court and county in writing and will be provided if approved and funds are available. Additional funding for said items may be sought by either entity from outside sources (i.e. grants). Any items secured will remain property of the program.

Mt. Pleasant Community Education will provide computer and computer support services for academics of youth in Non-Secure.

12. Dwelling Maintenance

The Court will furnish the facility, but Contractor will be responsible for maintaining the facility in good condition. The Contractor shall not make structural/mechanical system changes to the facility, nor obligate the County or Court for repairs, without the prior

written approval of the County and Court. Under emergency situations, oral approval from a designated representative of the county must be obtained. Any additions or improvements made to the buildings or surrounding premises shall become the property of the County at the termination of this contract. Damage caused by the Contractor or its employees to the dwelling as a result of negligence, omission, or commission shall be the Contractor's responsibility.

Title to all property, real or personal, furnished by the County and/or Court for use by Contractor in the performance of this Agreement shall remain in the County and/or Court.

13. Records of Participants

Contractor will maintain records of each individual who is placed in the Non-Secure pursuant to a court order.

When residents are required to have physical examinations, the County will provide transportation to and from the Non-Secure. The County will be responsible for the cost of the examination.

14. Confidentiality

Contractor shall establish and maintain procedures to ensure against disclosure of program records pertaining to and containing the identity of individual youths attending the program. It is understood and agreed that disclosure or distribution of photos, videos, or information involving a youth under the Court's jurisdiction to anyone other than the Court is prohibited. The only exceptions to this requirement shall be the following:

- A. Where disclosure is required by law.
- B. Where prior written consent has been obtained from the youth's parent or his/her legally authorized representative and the Court.

C. Where disclosure is required by a Court Order.

Breach of this Section 14 shall be a material breach of this Agreement

15. Management of Contract

The Contractor agrees that designated representatives of the County or Court shall have access to the facility, and participant records (to the extent that disclosure is allowed under Federal and/or State law), contract records, and employees of the Contractor upon request and as necessary to monitor and manage this Contract.

16. Resident Rights

Contractor agrees that employees will comply with child protection laws which require the reporting of child abuse and neglect. The Contractor agrees to immediately report deaths, serious injuries, and suspected abuse of participants. The Contractor further agrees to give immediate medical treatment, comfort and protection to participants who have suffered physical injury.

17. Health Care

The Contractor agrees that home staff will immediately administer basic first aid to all residents experiencing a health care problem and take reasonable action to promptly secure professional emergency medical services.

18. Occupants

The Contractor agrees and understands that no one other than individuals referred by the Court may reside in the home without the written permission of the Court.

19. Designation of Contact Person

The Court Administrator shall act as the liaison between the Contractor and the County unless another is designated.

20. Laws, Rules and Venue

A. The Contractor agrees to abide by all state statutes, municipal ordinances, and administrative rules and all applicable federal statutes and regulations in the provision of services called for by this contract.

B. All parties agree that this contract is written in accordance with the laws of the State of Michigan. If a dispute arises between the parties regarding interpretation, the laws of the State of Michigan shall control.

C. In the event any actions in law or in equity are brought by or against the County or Court, or the County or Court are made a part thereof, the County, Court and Contractor acknowledge and agree that such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Northern Division.

21. Contract Termination

A. This contract may be terminated by the Contractor without cause sixty (60) days after written notification to Isabella County and Trial Court at their business addresses.

B. Isabella County or the Court may terminate this contract without cause by giving written notice of termination to the Contractor at its business address.

22. Continuing Licensure

The Contractor agrees that the Contractor's state license to provide short term child care at the Isabella County Non-Secure is a dependent covenant of this contract. Failure to maintain such licensure shall cause this contract to be immediately terminated.

23. Vacating Premises

Upon notice of expiration or termination of this contract, the Contractor agrees to:

- A. Give to the Court within 24 hours, copies of the participants' records. The Court shall provide the Contractor with a receipt for the items provided.
- B. Immediately thereafter vacate the premises.

24. Incorporation by Reference of Policy Manual

Contractor agrees that the Isabella County Non-Secure Program, Policies, and Procedures Manual are incorporated by reference into this contract and the procedures and policies set forth in the manual will be followed by Contractor.

25. Assignment of Contract

The County, Court and Contractor agree that the Contractor may not assign its interests, rights or delegate its duties or responsibilities under this contract.

26. Nondiscrimination

Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. Nondiscrimination requirements of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended.
- B. Title VI of the Civil Rights Act of 1964, as amended.
- C. Section 504 of the Rehabilitation Act of 1973, as amended.
- D. Title IX of the Education Amendments of 1972.
- E. The Age Discrimination Act of 1975, as amended.
- F. Executive Order 12138, 44 FR 29637.
- G. The US Department of Justice nondiscrimination regulations, 28 CFR Part 42, subparts C, D, E and G.
- H. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- I. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- J. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

27. Waivers

No failure or delay on the part of any of the parties to this Agreement 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 of any other right, power or privilege.

In no event shall the making by the County or Court of any payment due to Contractor constitute or be construed as a waiver by the County or Court of any breach of a provision of this Agreement, or any default which may then exist, on the part of Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

28. Integration

The Contractor, Court and County agree that this contract is intended to constitute the entire and integrated understanding between them. No oral amendments shall be made to this contract.

29. Amendments to the Agreement

This Agreement may be amended only by the written mutual consent of the parties hereto.

30. Section Titles

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

31. Complete Agreement

This Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

32. Non-Beneficiary Contract

This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

33. Invalid/Unenforceable Provisions

If any section, clause or provision of this Agreement is held to be invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that section, clause or provision shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid, unenforceable section, clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

34. Certification of Authority to Sign Agreement

The people signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT IN THE SPACES PROVIDED BELOW.

Isabella County

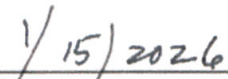
McBride Quality Care Services, Inc.

Frank Engler, Chairman
Isabella County Board
Of Commissioners



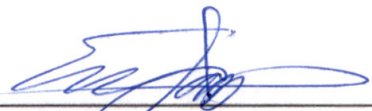
April Vanderloon
Executive Director

Date



Date

Isabella County Trial Court



Eric R. Janes
Chief Judge
Isabella County Trial Court