

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

REVISED AGENDA

April 1, 2019

7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

Pages

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GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE
MEETING MINUTES

March 4, 2019, 7:30 PM
304 E. Grand River, Board Chambers, Howell MI 48843

Present:

Robert Bezotte, William Green , Gary Childs, Wes Nakagiri

1. CALL TO ORDER

The meeting was called to order by Commissioner Bezotte at 7:30 p.m.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: February 4, 2019

Motion to approve the minutes as presented.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By W. Nakagiri

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

4. REPORTS

Commissioner Childs reported that he is a member of the SEMCOG Executive Committee and has recently been appointed to Bicycle and Pedestrian Task Force. He attended the first meeting last week and will be working on connecting walking and bike paths between destinations.

Commissioner Nakagiri reported that he will be attending the SEMCOG Road Funding 101 Seminar tomorrow. Also attended a discussion about race at Cleary University, there was a good turnout.

Commissioner Bezotte shared an event when he was employed at the Sheriff's Office regarding the KKK and that there has been a lot of improvement in Livingston over the years.

5. CALL TO THE PUBLIC

Douglas Helzerman, District 4 County Commissioner, spoke in regards to the recording of the Board of Commissioners' meetings and noted that meeting minutes can also be used for the public interested in transparency.

6. RESOLUTIONS FOR CONSIDERATION

6.1 County Clerk

Resolution Establishing Compensation for Members of the Board of County Canvassers

Elizabeth Hundley, County Clerk presented the resolution and answered questions from the Commissioners.

Recommend Motion to the Finance Committee.

Moved By W. Green

Seconded By W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

6.2 Public Defender

Resolution Authorizing an Agreement with the Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) to Provide Funding to Comply with the Michigan Indigent Defense Act, Public Act 214 of 2018

Jim VerPleug presented the resolution. Ken Hinton and Jim VerPleug answered questions from the Commissioners.

Recommend Motion to the Finance Committee.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

6.3 Information Technology

Resolution to Renew Existing Microsoft Enterprise Agreement which Provides Software Assurance for Microsoft Server and Desktop Applications

Rich Malewicz and Diane Gregor presented the resolution.

Recommend Motion to the Finance Committee.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

7. DISCUSSION

7.1 Recording Board of Commissioner Meetings

Commissioner Bezotte began the discussion stating that Chairman Parker was in agreement with having this on tonight's agenda.

Commissioner Childs commented that SoundQue statistics show an avg. 1,700 views per meeting and supports recording the meetings.

Commissioner Green thanked Commissioner Bezotte for scheduling this discussion tonight, and spoke in favor of investigating other avenues for recording meetings.

Commissioner Nakagiri spoke in support as well and hopes that other options will be discussed.

Discussed possible avenues to research and the possibility of reconvening the Broadcast Committee.

8. CALL TO THE PUBLIC

Elizabeth Hundley, County Clerk, Brighton Township, spoke in regards to recording the Board of Commissioners' meetings and requested a retention schedule be simultaneously developed to instruct how long to retain the recordings and who is responsible for keeping those records. The permanent record of the meetings are the minutes, not the video.

Donald Parker, City of Howell, District 5 County Commissioner, Board Chairman, stated that he commends all of the Commissioners in having this discussion to record the Board meetings and that we need to look into this from all perspectives, and what is in the best interest of constituents. Also commented regarding the MIDC Contract and recognized Ken Hinton and MAC, stating they deserve a lot credit, years and years of work has been put into this resolution.

Commissioner Bezotte closed Call to the Public with remarks that he appreciates the work being done by this Board and believes it would be a positive thing for the constituents to see this.

9. ADJOURNMENT

Motion to adjourn the meeting at 8:07 p.m.

Moved By W. Green

Seconded By W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4 to 0)

Respectfully submitted by,

Natalie Hunt,
Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Adopt the 2019-2023 Livingston County Parks & Open Space Plan - Livingston County Parks & Open Space Advisory Committee - Departments of Planning and Facility Services

WHEREAS, the Livingston County Parks & Open Space Advisory Committee has undertaken a planning process to determine the recreation and open space needs and desires of Livingston County residents during a five year period covering the years 2019 through 2023, and

WHEREAS, this Plan has been prepared by the Livingston County Planning Department in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities, and

WHEREAS, residents of Livingston County were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and open space plan; and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days; and

WHEREAS, a public hearing was held on March 20, 2019, at the Livingston County Administration Building prior to the regular meeting of the Livingston County Planning Commission, to provide an opportunity for all residents of Livingston County to express opinions, ask questions, and discuss all aspects of the 2019 - 2023 Livingston County Parks & Open Space Plan; and

WHEREAS, the Livingston County Parks & Open Space Advisory Committee has developed the plan as a guideline for improving recreation and enhancing open space conservation in the County of Livingston.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopt the 2019–2023 Livingston County Parks & Open Space Plan.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners

From: Kathleen Kline-Hudson, Planning Director

Date: 3/25/2019

Re: Adoption of the 2019 - 2023 Livingston County Parks & Open Space Plan

The Livingston County Parks and Open Space Advisory Committee in partnership with the Livingston County Planning Department has completed an update of the 5-year *Livingston County Parks & Open Space Plan*.

The purpose of this plan is to guide the parks, open space and recreation decision-making of Livingston County government over the next five years. A locally adopted, and State of Michigan DNR approved plan, keeps Livingston County eligible to apply for federal and state parks & recreation grants such as the Land & Water Conservation Fund grant that will partially fund Phase I development of Fillmore County Park.

The Livingston County Parks and Open Space Committee has fulfilled the requirements of the Michigan Department of Natural Resources for the content, public input, and procedures necessary to prepare the *Parks & Open Space Plan* for adoption. A public hearing regarding the plan was held on March 20, 2019 prior to the regular meeting of the Livingston County Planning Commission.

The attached resolution is for the adoption of the 2019 - 2023 *Livingston County Parks & Open Space Plan* on April 9, 2019 by the Board of Commissioners.

If you have any questions regarding this matter, please feel free to contact me.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Change in a Position From a Part-Time 20 Hour Deputy Clerk to a Full-Time Deputy Courtroom Clerk – County Clerk

WHEREAS, the County Clerk is a constitutionally mandated position within the Courts pursuant to Article VI, Section 14, of the Michigan Constitution of 1963; and

WHEREAS, MCL 600.571 requires the County Clerk to attend circuit court sessions; and

WHEREAS, the Livingston County Board of Commissioners approved, with Resolution 2017-09-150 dated September 5, 2017, the addition of a third Circuit Court seat; and

WHEREAS, the Michigan Legislature, through Public Act 6 of 2018 created the third Circuit Court seat within the 44th Circuit Court and that seat became effective at noon on January 1, 2019; and

WHEREAS, on February 4, 2019, a Local Administrative Order took effect, substantially reallocating the existing and future docket assignments between the judges; and,

WHEREAS, the docket reassignment has increased the number of court sessions the County Clerk must attend in order to meet our statutorily mandated duties; and

WHEREAS, during the 2019 budget cycle the County Clerk requested one additional F.T.E. to accommodate the increase in the number of Circuit Court judges, but County Administration requested a delay to analyze the impact of the additional Circuit Court judge on our office; and

WHEREAS, we have unsuccessfully proposed alternative options to the court to avoid the need to increase personnel; and

WHEREAS, a Deputy Circuit Court Clerk is a Grade 3 and a Deputy Courtroom Clerk is a Grade 4.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize an increase from a part-time 20 hour Deputy Circuit Court Clerk, Grade 3 to a full-time Deputy Courtroom Clerk, Grade 4.

Current:

CY FTE	Position #	Description	Min Grade-Step
.500	21599102	DEPUTY CIRC CRT CLK	NU3-001

Proposed:

CY FTE	Position #	Description	Min Grade-Step
1.000	21599102	DEPUTY COURTROOM CLK	NU4-001

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the appropriate Budget Amendment to effectuate the above.

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MOVED:

SECONDED:

CARRIED:



ELIZABETH HUNDLEY LIVINGSTON COUNTY CLERK

County Clerk
200 E. Grand River Ave.
Howell, MI 48843
Phone: (517) 546-0500
countyclerk@livgov.com

Circuit Court Clerk
204 S. Highlander Way, Suite 4
Howell, MI 48843
Phone: (517) 546-9816
wclerks@livgov.com

TO: Livingston County Board of Commissioners

FROM: Elizabeth Hundley

RE: Request to change a position from part-time 20 hour Deputy Circuit Court Clerk to a full-time Deputy Courtroom Clerk

DATE: March 26, 2019

The Michigan Constitution and the laws of Michigan designate the county clerk as the clerk of the circuit court within that county. Michigan law requires the county clerk to attend court sessions to perform certain mandated duties.

The Livingston County Board of Commissioners, via Resolution 2017-09-150, supported the creation of a third circuit court seat. It is reasonable to believe the creation of a new circuit court seat could impact the staffing requirements of the County Clerk's Legal Division.

I requested one additional F.T.E. for 2019 during the budget process. I was asked to withdraw my request at that time and determine the need once the newly created circuit seat was operational. The additional circuit court judge brought about the docket change that took effect on February 4, 2019. The new docket assignment increased the number of court sessions we must attend and creates the need for an additional courtroom clerk.

We currently have four courtroom clerks. Our courtroom clerks have been employed within the clerk's office for 13, 16, 18, and 21 years respectively. Each is entitled to 22 days of vacation plus 6 days of sick time per year. It will be impossible to allow vacations or sick time and provide the necessary court coverage without adding a courtroom clerk.

I have made several attempts to avoid the need to increase staffing. We asked the judges to consider alternative courtroom schedules. We discussed the impact of the docket reassignment with court administration prior to its adoption. I went so far as to request a .5 F.T.E. from court administration in exchange for assuming duties from juvenile court staff. Each effort has been met with a response from court administration that the changes made are in the best interest of the public and litigants.

Based upon the need to meet our mandated duties, I am seeking approval of this resolution.

Thank you for your consideration. If you have any questions or need further information, please do not hesitate to contact me.

STATE CONSTITUTION (EXCERPT)
CONSTITUTION OF MICHIGAN OF 1963

§ 14 County clerks; duties, vacancies; prosecuting attorneys, vacancies.

Sec. 14. The clerk of each county organized for judicial purposes or other officer performing the duties of such office as provided in a county charter shall be clerk of the circuit court for such county. The judges of the circuit court may fill a vacancy in an elective office of county clerk or prosecuting attorney within their respective jurisdictions.

History: Const. 1963, Art. VI, § 14, Eff. Jan. 1, 1964.

Former constitution: See Const. 1908, Art. VII, § 11.

REVISED JUDICATURE ACT OF 1961 (EXCERPT)
Act 236 of 1961

600.571 Circuit court clerks; duties, accounting.

Sec. 571. The county clerk of each county shall

(a) Be the clerk of the circuit court for the county.

(b) Attend the circuit court sessions.

(c) Appoint in counties with more than 1 circuit judge or having more than 100,000 population but less than 1,000,000 a deputy for each judge and approved by the judge to attend the court sessions. Each deputy shall receive a salary of at least \$6,500.00.

(d) On the first day of each court term render an accounting to the court of all funds, stocks or securities deposited with the court clerk pursuant to court order.

(e) Within 10 days after the beginning of each court term pay over to the county treasurer all fees belonging to the county received during the preceding court term together with an accounting thereof.

(f) Have the care and custody of all the records, seals, books and papers pertaining to the office of the clerk of such court, and filed or deposited therein, and shall provide such books for entering the proceedings in said court, as the judge thereof shall direct.

(g) Perform such duties as may be prescribed by court rule. Whenever in any statute of this state, the designation "register in chancery" occurs, it shall be deemed to apply to the clerk of the circuit court.

History: 1961, Act 236, Eff. Jan. 1, 1963;—Am. 1965, Act 31, Imd. Eff. May 14, 1965;—Am. 1966, Act 343, Eff. Jan. 1, 1967.

RESOLUTION

NO: 2017-09-150

LIVINGSTON COUNTY

DATE: September 5, 2017

RESOLUTION APPROVING CREATION OF ONE ADDITIONAL CIRCUIT COURT JUDGESHIP AND THE ELIMINATION OF ONE DISTRICT COURT JUDGESHIP IN 2019

WHEREAS, Livingston County has a total of six judgeships. The 44th Circuit Court has two judgeships, the Livingston County Probate Court has one judgeship, and the 53rd District Court has three judgeships; and

WHEREAS, the State Court Administrative Office has conducted an analysis of the recommended allocation of judicial resources in all courts in Michigan through their Judicial Resources Report issued by the Michigan Supreme Court in July 2017; and

WHEREAS, the term for one district judge ends on December 31, 2018 and the sitting judge will not run in the 2018 general election due to the mandatory retirement age for judges; and

WHEREAS, the State Court Administrative office recommends the elimination of one district judgeship on December 31, 2018 and the creation of one circuit judgeship on January 1, 2019; and

WHEREAS, this recommendation will provide the same total of six judgeships for Livingston County but with the following allocation: the 44th Circuit Court will have three judgeships, the Livingston County Probate Court will have one judgeship, and the 53rd District Court will have two judgeships; and

WHEREAS, MCL 600.550, of the Revised Judicature Act of 1961, requires that new judgeships be approved by the local County Board of Commissioners before they are authorized to be filled by election.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the creation on one additional circuit court judgeship for the 44th Circuit Court effective January 1, 2019 and the elimination of one district court judgeship for the 53rd District Court effective December 31, 2018.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to County Clerk Elizabeth Hundley and to State Court Administrator Milton Mack.

	#	#	#
MOVED:	Commissioner Domas		
SECONDED:	Commissioner Bezotte		
CARRIED:	8-0-1		
	Roll Call: Vote: Yes: Domas, Helzerman, Bezotte, Griffith, Dolan, Childs, Lawrence, Green; No: None; Absent: Parker		

Chief Judge
David J. Reader

Circuit Court Judge
Michael P. Hatty

Probate Court Judge
Miriam A. Cavanaugh



Livingston County Trial Courts
204 S. HIGHLANDER WAY, HOWELL, MI 48843

District Court Judges
Theresa M. Brennan
L. Suzanne Geddis
Carol Sue Reader

TO: Livingston County Board of Commissioners

FROM: Hon. David J. Reader
Chief Judge of the Livingston County Courts

RE: Request to Create One Additional Circuit Court Judgeship and
Eliminate One District Court Judgeship Pursuant to the Judicial Resources
Report

DATE: August 11, 2017

The State Court Administrative Office conducts a biennial review of the judicial needs of the State of Michigan and publishes the results in the Judicial Resources Report (JRR). The review begins with a statistical analysis based upon case filings and the amount of judicial time necessary to handle each case type. If the statistical analysis determines a significant judicial need or excess, then a secondary analysis is conducted.

The Michigan Supreme Court released the JRR in July 2017. As stated in the JRR, the State Court Administrative Office (SCAO) conducted a statistical analysis and a secondary analysis for Livingston County. Their recommendation is to eliminate one district judgeship on December 31, 2018 and to create one circuit judgeship on January 1, 2019. As part of the secondary analysis, SCAO considered that there will be an expected vacancy of a district court judgeship on December 31, 2018 due to the mandatory retirement age for judges.

Other factors supporting this recommendation include that the Livingston County judges crafted a Concurrent Jurisdiction Plan in November 2016 which allocated judicial resources in the same manner as recommended by SCAO in the JRR. This plan has balanced the needs of the court among the six judges. Another factor, in looking at the 2016 US Census data of Michigan, is that Livingston County is 11th in size, yet out of the top 17 counties is the only one without a business court. Public Act 333 requires circuit courts with three or more judges to create a specialized business court docket. The addition of a third circuit judge would permit the creation of a business court to enhance the timely resolution of these types of cases.

Based upon the recommendation of the JRR, the expected vacancy in the district court due to the mandatory retirement age for judges, the other factors listed, and the cost neutral implementation of this request, I am seeking approval of this resolution.

Thank you for your consideration. If you have any questions or need further information, please do not hesitate to contact me.



CURRENT

COUNTY CLERK

ELECTED
COUNTY CLERK
 ELIZABETH HUNDLEY
 21500001

DEPUTY
COUNTY CLERK
 21599101

To be Director
 The District
 Supervisors

SENIOR LEAD
DEPUTY CLERK
 21599103

ADMINISTRATIVE
COORDINATOR
 21500102

ELECTIONS
COORDINATOR
 21500101

CUSTOMER SERVICE
DIVISION SUPERVISOR
 21599109

CIVIL DIVISION
SUPERVISOR
 21599104

CRIMINAL DIVISION
SUPERVISOR
 21599107

DOMESTIC DIVISION
SUPERVISOR
 21599105

SENIOR VITAL
RECORDS CLERK
 21500104

ELECTION
ASSISTANT
 21500103

FT Deputy Circuit
COURT CLERK
 21599106

FT Deputy Circuit
COURT CLERK
 21599112

FT Deputy Circuit
COURT CLERK
 21599107

FT Deputy Circuit
COURT CLERK
 21599110

PT VITAL
RECORDS CLERK
 21500105
 (25 HOURS)

Irregular Part-Time
ELECTION
ASSISTANT
 21500107

PT Deputy Circuit
COURT CLERK
 21599113
 (24 Hours)

FT Deputy Circuit
COURT CLERK
 21599108

PT VITAL
RECORDS CLERK
 21500106
 (20 HOURS)

PT Deputy Circuit
COURT CLERK
 21599102
 (20 Hours)

PT Deputy Circuit
COURT CLERK
 21599111
 (29 Hours)

FT = Full Time
 PT = Part Time



PROPOSED

ELECTED
COUNTY CLERK
ELIZABETH HUNDLEY
21500001

DEPUTY
COUNTY CLERK
21599101

COUNTY CLERK

TO BE ONE OF
THE DIVISION
SUPERVISORS

SENIOR LEAD
DEPUTY CLERK
21599103

ADMINISTRATIVE
COORDINATOR
21500102

ELECTIONS
COORDINATOR
21500101

CUSTOMER SERVICE
DIVISION SUPERVISOR
21599109

CIVIL DIVISION
SUPERVISOR
21599104

CRIMINAL DIVISION
SUPERVISOR

DOMESTIC DIVISION
SUPERVISOR
21599105

SENIOR VITAL
RECORDS CLERK
21500104

ELECTION
ASSISTANT
21500103

FT Deputy
COURTROOM CLERK
21599102

FT Deputy Circuit
COURT CLERK
21599112

FT Deputy Circuit
COURT CLERK
21599107

FT Deputy Circuit
COURT CLERK
21599110

PT VITAL
RECORDS CLERK
21500105
(25 HOURS)

Regular Part-Time
ELECTION
ASSISTANT
21500107

FT Deputy Circuit
COURT CLERK
21599106

FT Deputy Circuit
COURT CLERK
21599111

FT Deputy Circuit
COURT CLERK
21599108

PT VITAL
RECORDS CLERK
21500106
(20 HOURS)

PT Deputy Circuit
COURT CLERK
21599113
(24 Hours)

PT Deputy Circuit
COURT CLERK
21599111
(28 Hours)

FT = Full Time
PT = Part Time



CONTACT INFORMATION

Requester: Elizabeth Hundley Title of Requester: County Clerk
Dept. Phone Number/Extension: 517-546-0500 Date Requested: 1/23/2019

POSITION INFORMATION

Position Title: Deputy Courtroom Clerk - County Clerk Legal Division Supervisor: Elizabeth Hundley / Kristi Cox

- 1. Is the purpose of this request to fill a position as a result of a vacancy? Yes [] No [x]
If so, name of person last holding this position:
2. Is the purpose of this request to reclassify a current position? Yes [x] No []
3. Is the purpose of this request to change the scheduled hours of an existing position? Yes [x] No [] From: 20 To: 40
If so, name of current incumbent: Position # 21599102 (Cindy Hagerty)
4. Is the purpose of this request to transfer a current position? Yes [] No [x]
If so, Current Department: Proposed Department:

Position Type: Regular [x] Term/Grant [] Temp. [] Unpaid [] Special []
Position Status: Full Time (30+) [x] Part-Time (21-29) [] Part-Time (20 or Less) [] Number of hours per week:

Justification of request / change of position (REQUIRED): Requesting to move this position from 20 to 40 hours per week and to change this position from PT Deputy Court Clerk (Grade 3) to a FT Deputy Circuit Court Clerk (Grade 4). Required to meet statutorily mandated duty to attend sessions of the circuit court. Necessary because addition of Circuit Court Judge, docket reassignment, and judges' schedules.

FUNDING INFORMATION

Base Annual Salary: \$17,700.5/hr (\$36,829/yr) This position is funded in whole or in part by a grant: Yes [] No [x] % Funded:
Allocation (Required): Current: Org. 10121599 % 100 Proposed (If changing): Org. 10121599 % 100
Position will be funded by: General Fund [x] Enterprise Fund [] Special Revenue Fund [] Internal Service Fund []

REQUIRED APPROVALS

Supervisor (If applicable) Date Department Head Date
Elizabeth Hundley 1/23/19

HR OFFICE ONLY

* New Job Class

Job Class: 1005 Job Title: Deputy Courtroom Clerk Grade/Step: 4, 1
FTE: 1.0 Employee Group: NU HR Reviewed: Stacy Brown Date: 2-1-19

BUDGET OFFICE ONLY

Position Control # 21599102 Org. 10121599
Funds Available: Yes [] No [x] Object Code: 704000 [x] 706000 [] 706001 []
Comments: requires Board approval

Budget Reviewed: [Signature] Date: 2-5-19
Resolution #: Board Authorized on Date:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Write-off of Aged Receivables – Emergency Medical Services

WHEREAS, Livingston County EMS Department has identified accounts from the year 2015 as aged receivables in the amount of \$390,659.40; and

WHEREAS, extensive efforts have been made to collect said monies; and

WHEREAS, it is recommended by the County Auditor after 3 years to write-off aged receivables.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorize the total amount of \$390,659.40 for the year 2015, to be categorized as aged receivables and removed from the Accounts Receivable Control Account as outlined above.

BE IT FURTHER RESOLVED that the Livingston County Treasurer is authorized to reflect the attached accounts, as outlined and the amount of \$390,659.40 for the year of 2015 be categorized as aged receivables.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Jeffrey R Boyd, Director
Date: 2/27/2019
Re: Aged Receivables 2015

Attached is the resolution for our aged receivables for accounts with a date of service in 2015 for the amount of \$390,659.40.

As established by best accounting practices, we are requesting that these accounts be removed from Livingston County EMS accounts receivable. I have reviewed these accounts and I am confident that we have made every attempt possible to collect said monies.

If you have any questions regarding this matter, please contact me.

**Livingston County EMS
A/R BALANCE WORKSHEET**

REPORT DATE: 2-27-2019

YEAR: 2015

TOTAL CHARGES THRU 1-31-2018	<u>\$ 10,003,636.94</u>
LESS CREDITS & PAYMENTS 2015 THRU 2-27-2019	<u>\$ 9,613,984.14</u>
PLUS CREDITS & PAYMENTS 2019	<u>\$ 1006.60</u>
= A/R AS OF <u>12-31-18</u>	<u>\$390,659.40</u>

A/R Analysis

A/R Analysis

By Payer or RevNet Payer Group: RevNet Payer Group | Service Date: From 01/01/2015 Through 12/31/2015 | Agency: Livingston County EMS
 Livingston County EMS

Payer/Payer Group	U&C Charges	Contractual Allowance	+ Payments - Total	Adjustments - Subser	Bad Debts - Total
Medicare	\$5,242,850.86	\$1,709,682.89	\$2,770,033.76	\$1,712.67	\$1,692.20
Blue Cross Blue Shield	\$1,991,335.70	\$187,224.08	\$1,581,832.01	\$2,340.45	\$691.38
Commercial	\$1,439,797.60	\$82,517.21	\$1,697,889.77	\$18,311.84	\$58,124.66
Medicaid	\$1,329,652.78	\$921,797.26	\$415,865.32	\$158,291.44	\$577.20
MISC	\$0.00	\$225.00	\$5,175.00	\$0.00	\$0.00
	\$10,003,636.94	\$2,901,446.44	\$6,470,795.86	\$180,656.40	\$61,085.44

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2,901,446.44 +
 6,470,795.86 +
 180,656.40 +
 61,085.44 +
 9,613,984.14 *

Cash Receipts Summary

Service Date: From 01/01/2015 Through 12/31/2015 | Cash Receipt Date: From 01/01/2019
Through 12/27/2019 | By Payer or RevNet Payer Group: Payer | Agency: Livingston County EMS

Agency: Livingston County EMS

Provider - Payer	Amount	Settlements	Non-RevNet Invoices
Livingston County EMS - AACB	\$374.18	\$0.00	\$0.00
Livingston County EMS - Self Pay	\$60.00	\$0.00	\$0.00
Total (Livingston County EMS):	\$434.18	\$0.00	\$0.00
Grand Total:		\$434.18	

0. c
434.18 +
572.42 +
1,006.60 *

2019 Credits + Payment
thru 2018 on 2015 accounts.

Adjustments Summary

Service Date: ~~From 01/01/2015 Through 12/31/2015~~ | By Payer or RevNet Payer Group: RevNet Payer Group | Agency: Livingston County EMS | Adjustment Date: From 01/01/2019 Through 02/27/2019

Agency: Livingston County EMS

Livingston County EMS Payer	Amount
Commercial	\$572.42
Total:	\$572.42
Total (Livingston County EMS):	\$572.42

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Authorizing an Agreement with Marquette General Hospital to Provide Ambulance Transportation Services - Emergency Medical Services

WHEREAS, Livingston County EMS has agreed to provide ambulance transportation for Marquette General Hospital; and

WHEREAS, Livingston County EMS along with several other Region 1 EMS providers will be assisting in the transportation of patients from the “old” hospital to the “new” hospital; and

WHEREAS, the current contract will reimburse Livingston County EMS as described in the contract for services rendered; and

WHEREAS, this agreement is a one time agreement to assist in the pre-planned move to the newly constructed hospital in Marquette, MI; and

WHEREAS, coordination for this event is being conducted by Region 1 Medical Collation and will serve to test the Region One evacuation plan.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Marquette General Hospital to provide ambulance transportation for the move from the old hospital to the new hospital at the rates set in the attached agreement.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

**MOVED:
SECONDED:
CARRIED:**

Jeffrey R. Boyd
Director



Thomas E. Green
Operations Manager

Janine R. Dunning
Finance Manager

1911 Tooley Road * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
Website: <https://www.livgov.com>

DATE: March 25, 2019
TO: Livingston County Board of Commissioners
FROM: Jeffrey R. Boyd, Director
RE: Marquette General Agreement

Marquette General Hospital has recently constructed a new hospital within one mile of the current hospital in Marquette Mi. Due to the past experience of our Region One EMS providers and the Region One Medical Director Dr. Don Edwards, Marquette General has requested the services of the Region One EMS providers. Transportation of all the patients from the old hospital to the new hospital is scheduled to take place on April 14th in an 8-hour period. While actually transporting the patients the Region One participants will also be evaluating the mass causality plan in a more controlled environment. This will be an excellent learning experience for both our leadership and Paramedic staff. Reimbursement for our transportation services are out lined in the attached agreement.

Thank you for the supporting our leadership and Medics as they are looking forward to this event. If you have any questions, please feel free to contact me.

AGREEMENT FOR AMBULANCE TRANSPORTATION

This Agreement for Ambulance Transportation (the "Agreement") is hereby effective as of the date of the last signature, (the "Effective Date"), by and between the COUNTY OF LIVINGSTON, a municipal corporation and political subdivision of the State of Michigan on behalf of the LIVINGSTON COUNTY EMS Department ("EMS") and DLP Marquette General Hospital, LLC d/b/a UP Health System Marquette ("Facility"), located in the state of Michigan (the "State").

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which EMS will provide transportation services for patients of Facility on a one-time basis; and

WHEREAS, EMS has the capability to provide such transportation needed by the Facility.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services Provided. EMS shall provide patients of Facility with ambulance transportation services (the "Services") on April 14, 2019. EMS shall provide the Services upon request by an employee or other agent of Facility.
2. Fees for Services EMS shall charge the fees set forth on Exhibit "A" (attached hereto and incorporated herein by reference) for the Services provided by EMS hereunder.
3. Required Documentation for the Services. Medical Necessity: Facility shall be responsible for determining and documenting the medical necessity of all the Services requested by Facility.
4. Billing and Fees for Services.
 - a. Fees for Services. For Services requested by Facility, EMS shall bill Facility in accordance with the fee schedule set for in Exhibit A, attached hereto and incorporated herein by reference.
 - b. Terms of Payment. EMS shall submit an invoice to Facility immediately following the delivery of Service. The invoice shall state, among other things, the time services begin and the time services end for each date of service. Payment is due from Facility upon receipt of an invoice within thirty (30) days following the invoice date.
5. Term of Agreement. This Agreement shall become effective as of the Effective Date and shall continue until services are rendered on April 14, 2019 and terminate on the date payment is completed.
6. Termination. Either party may terminate this agreement at any time upon thirty (30) days' written notice to the other party, without cause or penalty.

7. Insurance. EMS shall obtain and maintain usual and customary policies of insurance applicable to work being performed under the Agreement. EMS shall furnish at Facility's request a Certificate of Insurance evidencing the aforementioned coverage within ten (10) days of such request. EMS shall immediately notify Facility of any cancellation or material changes to such insurance policy. Facility may immediately terminate this Agreement if EMS breaches this provision.

8. Indemnification.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by EMS in the performance of this Agreement shall be the responsibility of EMS, and not the responsibility of the Facility, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of EMS, any subcontractor, anyone directly or indirectly employed by EMS, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to EMS or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Facility in the performance of this Agreement shall be the responsibility of the Facility and not the responsibility of EMS if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Facility employee or agent.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by EMS and the Facility in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by EMS and the Facility in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by EMS or their employees, respectively, as provided by statute or court decisions.

9. HIPAA Privacy Rule. EMS, as an ambulance service provider, provides health care services directly to patients. As such, EMS is a "covered entity" under the HIPAA Privacy Rule. 45 C.F.R. §160.103. The HIPAA Privacy Rule expressly permits covered entities to share protected health information ("PHI") with another covered entity for treatment and payment activities of the entity receiving the PHI. 45 C.F.R. §164.506(c). Therefore, Facility acknowledges and agrees that it is permitted to disclose PHI to EMS for its treatment and payment activities without the need for a business associate agreement, patient authorization, or any other permissions or approval. In the event that EMS is deemed a business associate of Facility, EMS will execute Facility's form Business Associate Agreement.

10. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, hand delivery or facsimile to the parties at the addresses set forth below:

EMS: Livingston County EMS
1911 Tooley Road
Howell, MI 48855

Facility: DLP Marquette General Hospital,
LLC
420 W. Magnetic Street
Marquette, MI 49855
Attn: CEO

Copy to: 330 Seven Springs Way
Brentwood, TN 37027
Attn: Legal Counsel

11. Excluded Provider Representations. EMS represents that as of the date of this Agreement: (i) it is not excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; and (ii) it has not been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. Further, EMS agrees immediately to notify Facility in the event the foregoing representation and warranty is no longer completely accurate. EMS acknowledges and agrees this is a material term of the Agreement and any breach or nonfulfillment of same will entitle Facility immediately to terminate this Agreement.
12. Compliance with Laws. EMS will perform the obligations of this Agreement in compliance with all applicable federal, state and local laws, rules, regulations and orders, including, without limitation, those of any governmental agency and all laws relating to the practice of EMS's profession in the state where Facility is located, and the prevailing community standard of care in the community served by Facility.
13. Non-Discrimination. Facility does not discriminate against any person on the basis of race, color, national origin, disability or age in admission, treatment, program participation, services, activities or employment.
14. Independent Contractor. The parties acknowledge that EMS is an independent contractor and that the parties are not joint venturers, partners or employees of each other by virtue of this Agreement. Neither party has control over the manner or method by which the other meets its obligations under this Agreement. Neither Facility nor EMS will withhold on behalf of the other any sums for income tax, Social Security, unemployment insurance, or any other employee withholding, nor will either party offer the other any employee benefits.
15. Regulatory Requirements. The parties expressly agree that the benefits referred to in this agreement do not require, are not payment for, and are not in any way contingent upon the admission, referral or any other arrangement for the provision of hospital services or the offer of solicitation, payment or receipt of illegal remuneration in violation of federal or state laws and regulations. EMS represents that, in connection with the Services, each employee, independent contractor, or other entity or person performing Services shall be compensated in a manner that complies with the Federal Anti-Kickback Statute, and as applicable, an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes.
16. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, assigns and successors.

17. Legal Construction. Should one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
18. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.
19. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Michigan, and all obligations of the parties created under this Agreement are performable in Marquette County, Michigan.
20. No Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an assignment by either party to which the other party has consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all of the covenants, obligations and agreements contained in this Agreement.
21. Amendment. This Agreement may be only amended by a written instrument signed by both parties.
22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.
23. Responsibilities of EMS. The responsibilities of EMS shall include, but not be limited to, the following:
 - a. EMS shall return all Facility equipment. Equipment shall include, but not be limited to, oxygen machines, wheelchairs, IV medication pumps, etc.
 - b. All EMS personnel shall conduct themselves in a professional manner in both conduct and appearance. Interactions with patients, healthcare professionals, and the general public shall be courteous and respectful in alignment with Facility's values and current policies and procedures.
 - c. EMS personnel shall be duly licensed and certified and shall keep all licenses and certifications current while performing the services for and on behalf of Facility. Facility reserves the right to request proof of licensure and certifications of all EMS personnel at any time during the Agreement.
 - d. If Facility requests the transportation of a behavioral health patient or a minor unaccompanied by his or her legal guardian, EMS will (i) provide an escort for the patient, in addition to the driver, to the extent that it is able to do so, or (ii) inform Facility that EMS is unable to accommodate such a request. If EMS is unable to accommodate Facility's request, Facility will make alternative transportation arrangements for that patient.

24. Responsibilities of Facility. The responsibilities of Facility shall include the following:
- a. Facility personnel, under direction of a physician, shall determine mode of transport.
 - b. Facility shall dispatch services.
25. Each of the undersigned hereby certifies:
- a. As of the date of the signatures below, this Agreement constitutes a binding agreement to perform services as of the Effective Date and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;
 - b. The compensation arrangement is established at fair market value for the services to be rendered, and this Agreement is for services that are needed and reasonable in scope;
 - c. This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and does not condition the payment or the arrangement on the volume or value of any referrals or other business generated between the parties;
 - d. Until the Agreement is listed in Facility's Master Contract Database to the extent required by 42 C.F.R. § 411.357(d)(1)(ii), no payment shall be made nor services accepted under this Agreement; and
 - e. Upon the Effective Date of this Agreement, no payments shall be made and no services accepted beyond the terms of this Agreement.

EMS: County of Livingston

FACILITY: DIP Marquette General Hospital, LLC

By:

By:

Sherry Henderson

Title: Chairman, Livingston
County Board of
Commissioners

Title: Chief Financial Officer _____

Date:

Date:

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: MATTIS D. NORDFJORD
On:

Exhibit A
Transport Fees

\$150 per hour per ambulance (includes 2 crew members, transport at the Facility and travel to and from Livingston County's EMS Department to the Facility)

Fuel Costs (submit receipts with invoice)

DRAFT