



# BOARD OF COMMISSIONERS MEETING REVISED AGENDA

January 27, 2020

7:30 PM

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

*"The mission of Livingston County is to be an effective and efficient steward in delivering services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."*

Pages

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. ROLL CALL
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  - b. Closed Session Minutes Dated: January 13, 2020
  - c. Minutes of Meeting Dated: January 22, 2020
7. TABLED ITEMS FROM PREVIOUS MEETINGS
8. APPROVAL OF AGENDA
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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 - Public Defender

<b>b.</b>	<b>2020-01-014</b>	<b>38</b>
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# **11. RESOLUTIONS FOR CONSIDERATION**

Resolutions 2020-01-019 through 2020-01-022

<b>a.</b>	<b>2020-01-019</b>	<b>143</b>
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<b>b.</b>	<b>2020-01-020</b>	<b>150</b>
	Resolution Approving Appointment of Zacharie Stephen as Back-up Magistrate for the 53rd District Court – District Court	
<b>*c.</b>	<b>2020-01-021</b>	<b>152</b>
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# **12. CALL TO THE PUBLIC**

# **13. CLOSED SESSION**

Discuss Pending Litigation in Case No. 2020-30617-CZ Pursuant to MCL 15.268(e)

# **14. ADJOURNMENT**



## **LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

### **MEETING MINUTES**

January 13, 2020, 7:30 p.m.

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

Members Present: Donald Parker, Dennis Dolan, Kate Lawrence, William Green, Wes Nakagiri,  
Douglas Helzerman, Robert Bezotte, Carol Griffith, and Gary Childs

#### **1. CALL MEETING TO ORDER**

The meeting was called to order by Chairperson Donald Parker at 7:30 p.m.

#### **2. MOMENT OF SILENT REFLECTION**

#### **3. PLEDGE OF ALLEGIANCE TO THE FLAG**

All rose for the Pledge of Allegiance to the Flag of the United States of America.

#### **4. ROLL CALL**

Roll call by the Clerk indicated the presence of a quorum.

#### **5. CORRESPONDENCE**

- a. Bay County Resolution 2019-298 In Support of Legislation to Adopt Four (4) Year Terms for County Commissioners
- b. Bay County Resolution 2019-299 Requesting Declaration of the Great Lakes Shoreline as a Disaster Area and Seeking Assistance
- c. Kalkaska County Resolution 2019-51 In Support of Line 5 Tunnel
- d. Kalkaska County Resolution 2019-56 In Support of Legislation to Adopt Four (4) Year Terms for County Commissioners

Motion to receive and place on file the correspondence.

It was moved by D. Dolan

Seconded by R. Bezotte

Discussion

**MOTION Carried (9-0-0)**

#### **6. CALL TO THE PUBLIC**

Bob Potocki, Brighton Township, commented on the recent Broadcast Committee meeting he attended.

Richard Knieper, Hamburg Township, spoke regarding the 2<sup>nd</sup> Amendment and red flag laws.

Karen Groenhout, Chief Public Defender, updated the Board on their new offices and a future open house.

Kristini Lyke, candidate for 8<sup>th</sup> Congressional District, introduced herself.

Doug Helzerman spoke in regards to Ms. Lyke.

#### **7. APPROVAL OF MINUTES**

- a. Minutes of Meeting Dated: January 2, 2020
- b. Minutes of Meeting Dated: January 8, 2020

Motion to approve the minutes as presented.

It was moved by C. Griffith

Seconded by G. Childs

**MOTION Carried (9-0-0)**

**8. TABLED ITEMS FROM PREVIOUS MEETINGS**

None.

**9. APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

It was moved by C. Griffith

Seconded by G. Childs

**MOTION Carried (9-0-0)**

**10. REPORTS**

Commissioner Nakagiri spoke regarding cybersecurity training and a legal opinion requested by the courts and provided to the County Administrator.

Commissioner Bezotte noted that Joni Harvey, Deputy Director of 911, is leaving and her reception is Wednesday, January 15, 2020, from 3 p.m. to 5 p.m.

Commissioner Dolan confirmed Joni's reception is Wednesday, January 15, 2020, from 3 p.m. to 5 p.m.

Commissioner Parker commented on the severe weather this past weekend and thanked Brian Jonckheere and Therese Cremonte for all their advanced preparations. He also thanked all those who were involved.

**11. APPROVAL OF CONSENT AGENDA ITEMS**

Resolutions 2020-01-004 through 2020-01-009

Motion to approve the resolutions on the Consent Agenda.

It was moved by R. Bezotte

Seconded by C. Griffith

Roll Call Vote Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0): None; Absent (0): None

**MOTION Carried (9-0-0)**

**11.a 2020-01-004**

Resolution Authorizing Specialty Courts and Programs to Apply for the Substance Abuse and Mental Health Services Administration Grant Funding For FY2020 – Central Services

**11.b 2020-01-005**

Resolution Authorizing the Livingston County Juvenile Court to Apply for the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice, Juvenile Services in Local Units of Government Grant FY-2020

**11.c 2020-01-006**

Resolution Authorizing an Agreement with The National Association of County and City Health Officials (NACCHO) to Support the Livingston County Health Department's Medical Reserve Corps (MRC) – Public Health

**11.d 2020-01-007**

Resolution Authorizing a Budget Transfer to the Fiscal Year 2020 GF Elections Budget – County Clerk

**11.e 2020-01-008**

Resolution Authorizing Issuance of Blanket Purchase Order for 2020 Election Supplies - County Clerk

**11.f 2020-01-009**

Resolution to Systematically Transfer Monies Between Funds for 2020 – Fiscal Services

**12. RESOLUTIONS FOR CONSIDERATION**

Resolutions 2020-01-010 and 2020-01-011

**12.a 2020-01-010**

Resolution Amending Resolution 2019-11-169 Authorizing Livingston County Health Department to Enter into an Agreement with Washtenaw County Public Health to Share Medical Director Services - Health Department

Motion to adopt the Resolution.

It was moved by K. Lawrence  
Seconded by G. Childs

Discussion

**MOTION Carried (9-0-0)**

**12.b 2020-01-011**

Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Sheriff Department, the Livingston County Board of Commissioners, and the Livingston County Deputy Sheriff's Association Representing Deputies, Corrections Officers, and Detectives – Human Resources

Motion to adopt the Resolution.

It was moved by R. Bezotte  
Seconded by D. Dolan

Discussion

Roll Call Vote: Yes (5): D. Parker, D. Dolan, K. Lawrence, C. Griffith, and G. Childs;  
No (4): W. Green, W. Nakagiri, D. Helzerman, and R. Bezotte; Absent: (0) None

**MOTION Carried (5-4-0)**

**13. CALL TO THE PUBLIC**

Sheriff Michael Murphy thanked the Board for their vote on Resolution 2020-01-011. He also gave an update on recent police activities.

**14. CLOSED SESSION**

Discuss negotiations of a collective bargaining unit

Motion to recess to Closed Session at 7:57 p.m.

It was moved by C. Griffith  
Seconded by D. Dolan

Roll Call Vote: Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0): None; Absent: (0) None  
**MOTION Carried (9-0-0)**

Motion to return to Open Session at 9:05 p.m.

It was moved by K. Lawrence  
Seconded by G. Childs

**MOTION Carried (9-0-0)**

**15. ADJOURNMENT**

Motion to adjourn the meeting at 9:06 p.m.

It was moved by K. Lawrence  
Seconded by C. Griffith

**MOTION Carried (9-0-0)**

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Elizabeth Hundley, Livingston County Clerk

# LIVINGSTON COUNTY BOARD OF COMMISSIONERS

## MEETING MINUTES

January 22, 2020

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

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

Members Present

Donald Parker, Dennis Dolan, Kate Lawrence, William Green, Wes Nakagiri,  
Douglas Helzerman, Robert Bezotte, Carol Griffith, and Gary Childs

### 1. CALL MEETING TO ORDER

The meeting was called to order by Chairperson D. Parker at 8:45 a.m.

### 2. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

### 3. ROLL CALL

Indicated the presence of a quorum.

### 4. CALL TO THE PUBLIC

None.

### 5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

**Moved By** C. Griffith

**Seconded By** G. Childs

**Motion Carried (9-0-0)**

### 6. RESOLUTION FOR CONSIDERATION

Motion to adopt the Resolution.

#### 6.1 2020-01-012

Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Sheriff Department, the Livingston County Board of Commissioners, and Michigan Association of Police Representing Lieutenants - Human Resources

Motion to adopt the Resolution.

**Moved By** K. Lawrence

**Seconded By** D. Dolan

Roll Call Vote: Yes (5): K. Lawrence, C. Griffith, G. Childs, D. Parker, and D. Dolan;

No (4): W. Green, W. Nakagiri, D. Helzerman, and R. Bezotte; Absent: (0) None

**Motion Carried (5-4-0)**

**7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS**

Dated: January 22, 2020

Motion to approve the Claims.

**Moved By** K. Lawrence

**Seconded By** C. Griffith

**Motion Carried (9-0-0)**

**8. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES**

Dated: January 9 through January 22, 2020

Motion to approve the Payables.

**Moved By** R. Bezotte

**Seconded By** C. Griffith

**Motion Carried (9-0-0)**

**9. CALL TO THE PUBLIC**

Commissioner Dolan reminded the Board members to please sign the Claims form before leaving.

**10. ADJOURNMENT**

Motion to adjourn the meeting at 8:48 a.m.

**Moved By** D. Helzerman

**Seconded By** R. Bezotte

**Motion Carried (9-0-0)**

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Elizabeth Hundley, Livingston County Clerk

RESOLUTION

NO: 2020-01-013

LIVINGSTON COUNTY

DATE: January 27, 2020

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**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 - Public Defender**

**WHEREAS,** with this agreement, Livingston County will be provided funding to assist with compliance of the Michigan Indigent Defense Act; and

**WHEREAS,** consistent with the Act, an indigent criminal defense system shall be in compliance with the minimum standards; and

**WHEREAS,** contingent upon the terms of the agreement which include the timely submission of quarterly Financial Status Reports (FSRs), reporting of progress on compliance with standards 1-4, and participation in follow up and evaluation activities, Livingston County will receive \$1,309,556.69 in new grant funds in accordance with the payment schedule detailed in the agreement; and

**WHEREAS,** the local contribution from Livingston County for this grant period is \$936,856.16, which has been included in the 2020 Approved Operating Budget; and

**WHEREAS,** the total authorized budget for this grant is \$2,554,318.27 which consists of the \$1,309,556.69 of State Grant Funds, \$936,856.16 of local contribution from Livingston County and \$307,905.42 in unspent funds from fiscal year 2019, for the grant period of October 1, 2019 to September 30, 2020; and

**WHEREAS,** County Administration and the Chief Public Defender have reviewed the Grant Contract Agreement and recommend approval to the Board.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize entering into an agreement with the Michigan Indigent Defense Commission, Department of Licensing and Regulatory Affairs for the FY 2020 State Grant funding in the amount of \$1,309,556.69 with required local contribution of \$936,856.16 for the period of October 1, 2019 to September 30, 2020.

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

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendments/transfers to effectuate the above award.

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MOVED:  
SECONDED:  
CARRIED:



1221 Byron Rd., Suite 1, Howell, MI 48843  
Phone (517) 540-8745

## Memorandum

**To: Livingston County Board of Commissioners**

**From: Karen Groenhout, Livingston County Public Defender**

**Date: January 14<sup>th</sup>, 2020**

**Re: 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 – Public Defender**

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The Michigan Indigent Defense Commission has issued minimum standards for Indigent Defense Services in the State of Michigan. The State of Michigan, through the MIDC, will provide funding to assist Livingston County with compliance of the mandated standards. The MIDC funding is contingent upon Livingston County's acceptance and compliance with terms of the following Agreement. The agreement is for fiscal year 2020 and runs from October 1, 2019 until September 30, 2020.

Thank you in advance for your consideration. If you have any questions regarding this matter, please feel free to contact me directly.



LIVINGSTON COUNTY

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

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**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 - Public Defender**

- WHEREAS,** with this agreement, Livingston County will be provided funding to assist with compliance of the Michigan Indigent Defense Act; and
- WHEREAS,** consistent with the Act, an indigent criminal defense system shall be in compliance with the minimum standards; and
- WHEREAS,** Contingent upon the terms of the agreement which include the timely submission of quarterly Financial Status Reports (FSRs), reporting of progress on compliance with standards 1-4, and participation in follow up and evaluation activities, Livingston County will receive \$1,309,556.69 in new grant funds in accordance with the payment schedule detailed in the agreement; and
- WHEREAS,** the local contribution from Livingston County for this grant period is \$936,685.14, which has been included in the 2020 Approved Operating Budget.
- WHEREAS,** the total authorized budget for this grant is \$2,554,318.27 which consists of the \$1,309,556.69 of State Grant Funds, \$936,856.16 of local contribution from Livingston County and \$307,905.42 in unspent funds from fiscal year 2019, for the grant period of October 1, 2019 to September 30, 2020; and
- WHEREAS,** County Administration and the Chief Public Defender have reviewed the Grant Contract Agreement and recommend approval to the Board.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize entering into an agreement for the acceptance of \$1,309,556.69 in FY 20 State Grant Contribution funding and retention of \$307,905.42 of FY 2019 unspent State Grant Contribution funding, to assist with the compliance of the Michigan Indigent Defense Act to provide indigent criminal defense services through September 30, 2020.

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

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendments/transfers to effectuate the above award.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**



## MICHIGAN INDIGENT DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

### **Fiscal Year 2020 Grant Contract**

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

### **Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

### **Upcoming Commission Meetings**

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, [www.michiganidc.gov](http://www.michiganidc.gov), in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, [www.michiganidc.gov/grants](http://www.michiganidc.gov/grants), where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

*s/Loren Khogali*

Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Phone: (517) 275-2845/Email: [khogalil@michigan.gov](mailto:khogalil@michigan.gov)

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
Livingston County

GRANTEE/ADDRESS:

Donald S. Parker  
Chairman, Board of Commissioners  
304 E. Grand River Ave., Ste 202  
Howell, MI 48843  
517-546-3669

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
200 N. Washington Square  
Lansing, MI 48933  
517-657-3060  
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET:           \$2,554,318.27

FY 20 State Grant Contribution:   \$1,309,556.69

FY 20 Local Share Contribution:   \$936,856.16

FY 19 Prior Year Unspent Funds:   \$307,905.42

ACCOUNTING DETAIL:                   Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048182

## GRANT

This is Grant # 2020-76 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Livingston County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act.. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

### 1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

- H. "Substantial Change" to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

## **1.2 Statement of Work**

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval

by MIDC staff, but must be reported quarterly in the next financial status report.

- 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
- 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### **1.4 Payment Schedule**

The maximum amount of grant assistance approved is \$1,617,462.11

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2019 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement  
25% disbursement – May 15, 2020  
25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;  
Expenditures for the reporting period by budget category;  
Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget

categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/19–12/31/19 – January 31, 2020

2<sup>nd</sup> FSR and compliance report for 1/1/20–3/31/20 – April 30, 2020

3<sup>rd</sup> FSR and compliance report for 4/1/20–6/30/20 – July 31, 2020

Final FSR and compliance report for 7/1/20–9/30/20 – October 31, 2020

## **1.5 Monitoring and Reporting Program Performance**

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.



## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which

will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.7 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit the Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.8 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

### **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

### **3.1 Safety**

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

#### **4.1 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

## **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

## **5.1 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

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LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

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Date

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Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

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Date

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Donald S. Parker, Chairman, Board of Commissioners  
Livingston County

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Date

GRANT NO. 2020-76

## MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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### Compliance Planning Costs

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An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

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Are you submitting a worksheet for planning costs? ☐ Yes | ☒ No

If yes, do you have receipts showing that non-funding unit employees have been paid?  
☐ Yes | ☐ No

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### Submitter Information

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Funding Unit/System Name: **Livingston County: 44<sup>th</sup> Circuit & 53<sup>rd</sup> District Courts**

Submitted By (include name, title, email address and phone number):

**Ken Hinton - County Administrator**  
**Livingston County Administration**  
**304 E. Grand Rive Avenue, Suite 202, Howell MI 48843**  
**(517) 546-3669      [khinton@livgov.com](mailto:khinton@livgov.com)**

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### Local Share

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**Please Note:** Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

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Any change or corrections to your baseline local share calculation from FY19?

☐ Yes | ☒ No

If yes, please explain:



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### Attachments Submitted

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- ✓ Have you attached your FY20 cost analysis? ☒ Yes | ☐ No
- ✓ Did you submit a list of the attorneys providing services? ☒ Yes | ☐ No
- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? ☐ Yes | ☒ No
- ✓ Have you attached your revised local share certification (with CPI increase)?  
☒ Yes | ☐ No
- ✓ If you have developed any local policies for implementing the MIDC's Standards, please attach to this application.

---

### Standard 1

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#### Training of Attorneys

Number of attorneys as of October 1, 2019 **Fourteen (14)**

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019 **< Four (4)**

Any changes in your training plan from FY19? ☐ Yes | ☒ No

If yes, please describe:

Any changes in your funding needs from FY19 for this standard? ☐ Yes | ☒ No

If yes, please describe:

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Standard 2

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Initial Attorney meetings

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How and when are defense attorneys notified of new assignments?

**Telephone & email**

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How are you verifying that in-custody attorney visits occur within three business days?

**Not yet implemented**

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How are you verifying introductory communications from the attorney with defendants who are not in custody?

**Not yet implemented**

---

How are you compensating attorneys for this standard? Please provide details:

**Included in per case fee**

---

Any change in the initial interview procedure from your FY19 plan? ☐ Yes | ☒ No

If yes, please explain:

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Any change from your FY19 funding needs for initial interviews? ☐ Yes | ☒ No

If yes, please explain:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Confidential Meeting Spaces

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Are there confidential meeting spaces in the jail? ☒ Yes | ☐ No

Please explain or describe:

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Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients? ☒ Yes | ☐ No

Please explain or describe:

**Not adequate for current case load**

---

Any change from the FY19 plan for meeting spaces? ☐ Yes | ☒ No

Please explain or describe:

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Any change in FY19 funding needs for meeting spaces? ☐ Yes | ☒ No

Please explain or describe:

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If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:

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Standard 3

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Experts and Investigators

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Do you have a written policy for requesting experts or investigators? ☐ Yes | ☒ No

If yes, please explain or attach:

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Any change in the process from FY19? ☐ Yes | ☒ No

If yes, please explain:

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Any change in your funding needs for Standard 3 from FY19? ☒ Yes | ☐ No

If yes, please explain:

**Hire an Investigator**

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## Standard 4

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### Counsel at First Appearance and Other Critical Stages

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How are you providing counsel at first appearance and other critical stages? Please provide details:

**Pilot program to examine issue**

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Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. ☐ Yes | ☒ No

If yes, please provide details:

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How are you calculating compensation for this standard? Please provide details:

**N/A**

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Will there be any change in this process from FY19? ☒ Yes | ☐ No

If yes, please explain:

**Not currently implemented**

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Any change in how you are paying attorneys for this standard from FY19? ☒ Yes | ☐ No

If yes, please explain:

**Staff vs. Contract**

---

Will there be any change in your funding needs for this standard from FY19?

☒ Yes | ☐ No

If yes, please explain:

**Staff vs. Contract**

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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Personnel

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Any personnel positions/hours eliminated or reduced from FY19? ☐ Yes | ☒ No

If yes, please explain:

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Any additional positions/hours requested from FY19? ☒ Yes | ☐ No

If yes, please explain:

**Moving from contract model to blend of staff and contract**

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Any change in fringe benefits from FY19? ☒ Yes | ☐ No

If yes, please explain:

**Additional Staff**

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Supplies & Other

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Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.

**See Budget**

Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) Livingston County, MI

Personnel	Position	Calculation	hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
TBD	Chief Public Defender	2080 x 58.774		\$ 122,250			\$	122,250
TBD	Deputy Public Defender	2080 x 53.8762		\$ 112,062			\$	112,062
TBD	Public Defender Attorneys (4)	2080 hrs X \$50.2547/hr.x4		\$ 418,119			\$	418,119
TBD	Administrative Specialist	2080 hrs X \$25.2087/hr		\$ 52,434			\$	52,434
TBD	Administrative Aides (2)	2080 hrs X \$21.8139/hr x 2		\$ 90,746			\$	90,746
TBD	Investigator	2080 hrs x \$30/hr		\$ 62,400			\$	62,400
Category Summary				\$ 858,011	\$ -	\$ -	\$ -	\$ 858,011

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employer FICA	7.65%	\$ 65,638			\$	65,638
Retirement	18.12%	\$ 155,472			\$	155,472
Hospital Insurance & Dental	14.24%	\$ 122,144			\$	122,144
Workers Compensation	0.22%	\$ 1,888			\$	1,888
Life Insurance	0.08%	\$ 713			\$	713
Long Term Disability	0.50%	\$ 4,290			\$	4,290
Short Term Disability	0.47%	\$ 4,033			\$	4,033
Other						
Other						
Category Summary		41.28%	\$ 354,177	\$ -	\$ -	\$ 354,177

Contractual

Contracts for Attorneys	Services Provided	Calculation	hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
TBD	Conflict Cases/ Transitional Services	Not to Exceed \$100,000		\$ 100,000	\$ 63,143.84	\$ 36,856.16	\$	100,000.00
Attorney Contracts or Hourly billing		8 Felony attorneys @ \$100-\$120/hr		\$ 900,000	\$ -	\$ 900,000.00	\$	900,000
		650 felonies/yr average 10hrs/case						
Category Summary				\$ 1,000,000	\$ 63,144	\$ 936,856	\$ -	\$ 1,000,000

Contracts for Experts and Investigators	Services Provided	Calculation	hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Investigators - tbd	Investigation services	\$75/hr x 100 hours estimated		\$ 7,500			\$	7,500
Experts	Expert services	at MIDC Guideline rates		\$ 22,500			\$	22,500
Category Summary				\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
TBD	Renovation to Leased Space	Estimate \$50,000	\$ 50,000				\$ 50,000
Category Summary			\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Interpreters	Interpreter Services	Estimated annual cost	\$ 5,000				\$ 5,000
Category Summary			\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Computer/Phones - Purchase (10FTEs)	TBD	desk & cell phone, monitors, laptop	\$ 25,000				\$ 25,000
Software Licenses	TBD	Estimate for 10 FTEs	\$ 5,000				\$ 5,000
Office furniture - Purchase (10FTEs)	TBD	Estimate for 10 FTEs	\$ 40,500				\$ 40,500
Copier/scanner	TBD	Est. \$8500	\$ 8,500				\$ 8,500
Cell Phones & Service (6)	TBD	6 x \$800	\$ 4,800				\$ 4,800
Portable Polycom Systems	Polycom	2 x \$1,000	\$ 2,000				\$ 2,000
Category Summary			\$ 85,800	\$ -	\$ -	\$ -	\$ 85,800
Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
CLE training - Attorneys	TBD	Est. @ 21 atty x (12 hours x \$25 per credit hr)	\$ 6,300				\$ 6,300
Travel		Est. 6 atty @ \$400 annual	\$ 2,400				\$ 2,400
Mileage	NA	24,000 miles x .40 cents mile	\$ 9,600				\$ 9,600
New Attorney training		4 x \$1400	\$ 5,600				\$ 5,600
Category Summary			\$ 23,900	\$ -	\$ -	\$ -	\$ 23,900
Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Office Supplies/ postage		Not to exceed	\$ 5,000				\$ 5,000
Facility Services (Office space & costs)		5000 x \$25 per Sqr Ft	\$ 125,000				\$ 125,000
SADO/CDRC Member Dues		Est. 6 atty @ \$50 annual	\$ 300				\$ 300
NAPD Membership		Est. 6 atty @ \$20 annual	\$ 120				\$ 120
Member Dues - Bar Dues		Est. 6 atty @ \$335 annual	\$ 2,010				\$ 2,010
Case Management system	tbd	Est. \$3000(users) + \$12000(installation)	\$ 15,000				\$ 15,000
Category Summary			\$ 147,430	\$ -	\$ -	\$ -	\$ 147,430
Budget Total			\$ 2,554,318.27	\$ 1,617,462.11	936,856.16	\$ -	\$ 2,554,318.27



**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**  
**VEHICLE AND TRAVEL SERVICES (VTS)**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED**  
**EMPLOYEES**  
**Effective October 1, 2019**

**MICHIGAN SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$87.00</b>	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

**Incidental Costs (per overnight stay) \$5.00**

**Mileage Rates**

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
VEHICLE AND TRAVEL SERVICES (VTS)  
SELECT HIGH COST CITY LIST  
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE  
October 1, 2019**

**Michigan Select Cities / Counties**

<b>Cities</b>	<b>Counties</b>
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

**Out of State Select Cities / Counties**

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

**Department of Licensing and Regulatory Affairs  
Michigan Indigent Defense Commission  
FINANCIAL STATUS REPORT**

1. Name and Address of Grantee	2. Funding Unit(s)	3. Grant Number	4. Grant/Contract Period From: _____ To: _____						
	5. Current Report Period From: _____ To: _____	6. Final Report YES _____ NO _____	7. Total Grant Amount State Grant _____ Local Share _____						
Contracts									
8. Cost Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total
a. Expenditures this Report Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
b. Local Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. State Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Total Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Local Share Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f. State Grant Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. State Grant Advancements									
a. Received this reporting period <span style="float: right;">\$0.00</span>									
b. Received to date <span style="float: right;">\$0.00</span>									
10. Remarks	11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments.  _____ authorizing signature <span style="float: right;">date</span>  _____ position <span style="float: right;">email/phone contact</span>				12. MIDC Approval  _____ Grant Manager's Signature <span style="float: right;">Date</span>  _____ State Office Admin. Signature <span style="float: right;">Date</span>				

RESOLUTION

NO: 2020-01-014

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Authorizing Feasibility Study to Add Additional Communities to Building Department Oversight – Building Department**

**WHEREAS,** Livingston County has collaborated with other communities in and out of the county to share services when beneficial to both parties; and

**WHEREAS,** the building department has been requested to provide building department services to other communities out of the county; and

**WHEREAS,** the costs for these services will be covered by permits fees generated by construction activity in these respective communities and will not affect the cost of doing business within the county or add additional costs for the Livingston County permit holders; and

**WHEREAS,** the benefit of providing services includes promoting development in the region by providing higher quality full-time services at lower fees for the communities we contract with and

**WHEREAS,** it is the recommendation of the Building Official look into the feasibility of the County Building Department's providing service to other communities.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the recommendation of the Building Official to conduct due diligence in determining whether providing service to other communities is feasible and provides value to both Livingston County and the community.

**BE IT FURTHER RESOLVED** that this resolution will take effect on January 28, 2020.

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**MOVED:**

**SECONDED:**

**CARRIED:**



**LIVINGSTON COUNTY, MICHIGAN  
DEPARTMENT OF BUILDING INSPECTION**

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**2300 E. Grand River, Suite 104**  
Phone: **517.546-3240** Fax: **517.546.7461**  
Web Site: ***livgov.com/building***

**DATE:** January 9, 2020

**TO:** LIVINGSTON COUNTY BOARD OF COMMISSIONERS

**FROM:** Jim Rowell, Building Official

**RE: PROVIDING BUILDING DEPARTMENT SERVICE TO ADDITIONAL COMMUNITIES**

The Livingston County Building Department (LCBD) has been approached about providing building department services to communities outside the county. Many of these communities currently use part time inspectors and /or contract inspectors to provide building department services. In many cases, using part time and contract services results in poor service, inconsistent inspections and higher fees. In some cases, contract inspection firms have fees that are as much as 350% higher than the LCBD fees and only provide service 2 days a week. Additionally, these firms do not have any qualified staff available on a regular basis to answer questions, provide guidance or to meet with contractors and permit holders.

The LCBD operates efficiently, taking advantage of the economy of scale. With a full-time staff of 23, our initial analysis indicates the County Building Department can provide services to other communities in or near the county at the same cost outlined in the current approved fee schedule. There are costs involved in bringing a new community into the LCBD jurisdiction. However, we believe these costs are recoverable and providing these services in other areas will encourage growth and development not just in the county, but in the region. Many of the contractors that work in the LCBD jurisdiction also work in these adjacent communities. This may help them to become more efficient and provide their services at a more economical rate.

We are requesting approval to continue our due diligence to ensure that these services are feasible and sustainable. The due diligence will include researching the technical, legal and financial aspects of performing these operations. If it is determined that these opportunities can provide value to the communities, the County and the region, the building department will come back to the board with a resolution requesting approval to move forward in providing services to these communities.

Respectfully,

Jim Rowell  
Building Official

RESOLUTION

NO: 2020-01-015

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Authorizing Livingston County to Participate in the FY 2019 Homeland Security Grant Program (HSGP), and to Submit FY-2019 HSGP Agreements – Emergency Management**

**WHEREAS,** the FY-2019 HSGP is a primary funding mechanism operated by the United States Department of Homeland Security for building and sustaining national preparedness capabilities providing pass-through funds to states, regions and counties for preventing, deterring, planning, responding to and recovering from incidents of national significance to include terrorism related activities; and

**WHEREAS,** Livingston County's FY-2019 HSGP projected allocation by the Region One Homeland Security Planning Board's Executive Committee is \$124,176.91; and

**WHEREAS,** the breakdown of that funding is \$50,000 of funding toward the Regional Planner position provided by the Region One Planning Board and \$74,176.91 of funding is to be spent towards HSGP projects that comply with federal guidance; and

**WHEREAS,** the State of Michigan administers the HSGP on behalf of the United States Department of Homeland Security; and

**WHEREAS,** Ingham County is the Region One Homeland Security Planning Board's fiduciary for FY-2019 HSGP funds; and

**WHEREAS,** both the State of Michigan and Ingham County require various officials of participating counties to sign annual grant agreements and supporting documents and Livingston County maintains a Homeland Security Local Planning Team representing all public safety disciplines to determine the most worthwhile use of HSGP funding.

**THEREFORE BE IT RESOLVED** the Chair of the Livingston County Board of Commissioners, the County Administrator, the County Emergency Management Coordinator, the County Emergency Manager, and other Livingston County officials as may be necessary, are hereby authorized to sign the State of Michigan 2019 Homeland Security Grant Program Agreement, the FY 2019 HSGP Region One Board Fiduciary Agreement, Planner agreement, and other supporting documents necessary to participate in the FY-2019 Homeland Security Grant Program, upon review by Civil Counsel.

**BE IT FURTHER RESOLVED** the Livingston County Board authorizes allowable program expenditures as approved by the Livingston County Homeland Security Local Planning Team up to the \$74,176.91 of FY-2019 Homeland Security Grant award and up to the \$50,000 dollar allotment for the Regional Planner position supported by HSGP FY-2019 funding, in compliance with the Livingston County Procurement Policy.

**BE IT FURTHER RESOLVED** the Livingston County Board of Commissioners hereby designates the Livingston County Emergency Manager / Emergency Management Coordinator as the primary applicant agent.

**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.

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**MOVED:**

**SECONDED:**

**CARRIED:**



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF EMERGENCY MANAGEMENT**

1911 Tooley Rd, Howell, MI 48855  
Phone 517-540-7926 Fax 517-546-6788  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To:** Livingston County Board of Commissioners  
**From:** Therese Cremonte, Emergency Manager and Emergency  
Management Coordinator  
**Date:** 12/23/2019  
**Re:** Resolution Authorizing FY 2019 Homeland Security Grant

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The United States Department of Homeland Security (DHS) annually issues a non-competitive, pass-through grant to states, regions, urban areas and counties to build and sustain preparedness, as well as recover from incidents of national significance called the Homeland Security Grant Program (HSGP). The Michigan Department of State Police Emergency Management and Homeland Security Division (EMHSD) administers the HSGP on behalf of the DHS. Livingston County is in Region One of the EMHSD jurisdiction. The Region One FY 19 HSGP local amount is based on population, the Region One Executive Committee allocated \$68,176.91 dollars of HSGP funding to Livingston County for local projects that have a terrorism nexus at the discretion of the Local Planning Team (LPT).

The Region One has further allocated up to \$50,000.00 to support the employment of a Region One Planner position that is hosted by Livingston County and another \$6,000.00 to support Livingston County participation in the Michigan State Police sponsored Great Lakes Homeland Security Conference and other conferences. Total FY 19 HSGP funding available for Livingston County through Region One is \$124,176.91 dollars.

Annual HSGP participation requires various officials of Livingston County to submit grant agreements, project justification forms, actual costs justification forms, allowabililty forms, reimbursement forms, environmental and historic preservation forms, fiduciary agreements, and other documents as requested to receive HSGP funding and participate in Region One projects supported by and paid for out of Region One's allocation of the HSGP funds.

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



## FY 2019 HGSP ALLOCATION - PROPOSED (incl. USAR/HAZMAT)

<u>JURISDICTION</u>	<u>POPULATION</u> <u>(2010 CENSUS)</u>	<u>REGION ONE POPULATION %</u>	<u>LOCAL</u> <u>ALLOCATION</u>	<u>SHSP</u> <u>ALLOCATION</u>	<u>LETPP</u> <u>ALLOCATION</u>	<u>TOTAL LOCAL</u> <u>ALLOCATION</u>
50%						
Clinton	75,382	7.08%	\$ 28,397.05	\$ 12,867.79	\$ 15,529.26	\$ 28,397.05
Gratiot	42,476	3.99%	\$ 16,003.71	\$ 7,251.77	\$ 8,751.94	\$ 16,003.71
Ingham	166,598	15.64%	\$ 62,764.78	\$ 28,442.91	\$ 34,321.87	\$ 62,764.78
Jackson	160,248	15.05%	\$ 60,369.39	\$ 27,356.00	\$ 33,013.39	\$ 60,369.39
Hillsdale	46,688	4.38%	\$ 17,588.49	\$ 7,969.91	\$ 9,618.58	\$ 17,588.49
Lenawee	99,892	9.38%	\$ 37,632.88	\$ 17,052.99	\$ 20,579.89	\$ 37,632.88
Livingston	180,967	16.99%	\$ 68,176.91	\$ 30,893.97	\$ 37,282.94	\$ 68,176.91
Shiawasee	70,648	6.63%	\$ 26,615.69	\$ 12,060.57	\$ 14,555.12	\$ 26,615.69
Eaton	107,759	10.12%	\$ 40,597.81	\$ 18,396.54	\$ 22,201.27	\$ 40,597.81
Lansing	114,297	10.73%	\$ 43,061.24	\$ 19,512.85	\$ 23,548.39	\$ 43,061.24
<b>TOTAL</b>	<b>1,064,955</b>	<b>100.00%</b>	<b>\$ 401,207.94</b>	<b>\$ 181,805.29</b>	<b>\$ 219,402.65</b>	<b>\$ 401,207.94</b>

### ALLOCATIONS

<b>TOTAL ALLOCATION:</b>	\$ 877,607.00	<b>SHSP</b>	<b>LETPP</b>	<b>REMAINING</b>
<b>M &amp; A (5%)</b>	\$ 38,803.00	\$ 38,803.00	-	\$ 838,804.00
<b>Regional Planners</b>	\$ 400,000.00	\$ 400,000.00		\$ 438,804.00
<b>Regional Project Maint.</b>	\$ 37,596.06	\$ 37,596.06	-	\$ 401,207.94
<b>Local Allocations</b>	\$ 401,207.94	\$ 181,805.29	219,402.65	\$ -
<b>TOTALS</b>	\$ 877,607.00	\$ 658,204.35	\$ 219,402.65	\$ -

### REGIONAL FY 2018 HGSP PROJECT MAINTENANCE

Do 1 Thing	\$ 10,000.00	\$ 10,000.00	\$ -
Accountability	\$ -	\$ -	\$ -
USAR	\$ 8,000.00	\$ 8,000.00	\$ -
Haz Mat	\$ 8,000.00	\$ 8,000.00	\$ -
Conferences/Workshop	\$ 10,596.06	\$ 10,596.06	\$ -
D1RMC Symposium	\$ 1,000.00	\$ 1,000.00	\$ -
Project 7	\$ -	\$ -	\$ -
Project 8	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 37,596.06</b>	<b>\$ 37,596.06</b>	<b>\$ -</b>

**The Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year 2019 Homeland Security Grant Program (HSGP)**

**NOTE:** If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>.

**A. Program Description**

**Issued By**

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA),  
Grant Programs Directorate (GPD)

**Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number)**  
97.067

**Assistance Listings Title (formerly CFDA Title)**  
Homeland Security Grant Program

**Notice of Funding Opportunity Title**  
Homeland Security Grant Program

- State Homeland Security Program
- Urban Area Security Initiative
- Operation Stonegarden

**NOFO Number**  
DHS-19-GPD-067-00-02

**Authorizing Authority for Program**  
Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended)  
(6 U.S.C. § 603)

**Appropriation Authority for Program**  
*Department of Homeland Security Appropriations Act, 2019* (Pub. L. No. 116-6)

**Program Type**  
New

**Program Overview, Objectives and Priorities**

## Overview

One of the core missions of DHS/FEMA is to enhance the ability of state, territory, local, and tribal governments to prevent, protect against, respond to, and recover from terrorist attacks and other disasters. DHS/FEMA's comprehensive suite of grant programs are an important part of the Administration's larger, coordinated effort to strengthen homeland security preparedness. The Homeland Security Grant Program (HSGP) is one tool among a comprehensive set of initiatives authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with potential terrorist attacks.

The [2018-2022 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The HSGP supports the goal of Ready the Nation for Catastrophic Disasters. We invite all our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation.

## Objectives

Within this broader construct, the objective of the FY 2019 HSGP is to provide funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

**State Homeland Security Program (SHSP):** The SHSP supports state, local, tribal, and territorial preparedness activities that address high priority preparedness gaps across all core capabilities that support terrorism preparedness.

**Urban Area Security Initiative (UASI):** The UASI Program assists high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

**Operation Stonegarden (OPSG):** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada as well as states and territories with international water borders.

## Performance Metrics

Performance metrics for this program are as follows:

SHSP and UASI:

- Percent improvement in Stakeholder Preparedness Review (SPR) capabilities against Threat and Hazard Identification and Risk Assessment (THIRA) targets; and
- Percent of states and territories with a Threat and Hazard Identification and Risk Assessment (THIRA) and SPR that meet current DHS/FEMA guidance.

OPSG:



- Percent of funding that provides intelligence-based operational support; and
- Percent of funding that provides force multiplier activities across two or more state, local, or tribal law enforcement agencies.

For purposes of the SHSP and UASI program, DHS/FEMA requires states, territories, and high-risk urban areas to complete a THIRA/SPR and to prioritize grant funding to support closing capability gaps or sustaining capabilities identified in this process. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>.

### **Priorities**

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (the Goal) of a secure and resilient nation. This analysis provides a perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern. DHS/FEMA have identified the following as national priority areas:

- Emerging Threats, including Cybersecurity
- Lifelines (more information found in this [fact sheet](#) and [toolkit](#))
  - Safety and Security
  - Food, Water, Sheltering
  - Health and Medical
  - Energy
  - Communications
  - Transportation
  - Hazardous Material

In addition to addressing gaps identified by SPRs, recipients should consider funding projects that address the above priorities of DHS/FEMA.

## **B. Federal Award Information**

### **Award Amounts, Important Dates, and Extensions**

**Available Funding for the HSGP NOFO:      \$1,095,000,000**

<b>HSGP Programs</b>	<b>FY 2019 Allocation</b>
State Homeland Security Program	\$415,000,000
Urban Area Security Initiative	\$590,000,000
Operation Stonegarden	\$90,000,000
<b>Total</b>	<b>\$1,095,000,000</b>

## FY 2019 SHSP ALLOCATIONS

State/Territory	FY 2019 Allocation	State/Territory	FY 2019 Allocation
Alabama	\$4,077,500	Montana	\$4,077,500
Alaska	\$4,077,500	Nebraska	\$4,077,500
American Samoa	\$1,000,000	Nevada	\$4,077,500
Arizona	\$4,077,500	New Hampshire	\$4,077,500
Arkansas	\$4,077,500	New Jersey	\$8,000,000
California	\$62,011,000	New Mexico	\$4,077,500
Colorado	\$4,077,500	New York	\$76,930,000
Connecticut	\$4,077,500	North Carolina	\$5,750,000
Delaware	\$4,077,500	North Dakota	\$4,077,500
District of Columbia	\$5,750,000	Northern Mariana	\$1,000,000
Florida	\$10,566,000	Ohio	\$7,000,000
Georgia	\$5,750,000	Oklahoma	\$4,077,500
Guam	\$1,000,000	Oregon	\$4,077,500
Hawaii	\$4,077,500	Pennsylvania	\$9,200,000
Idaho	\$4,077,500	Puerto Rico	\$4,077,500
Illinois	\$15,712,000	Rhode Island	\$4,077,500
Indiana	\$4,077,500	South Carolina	\$4,077,500
Iowa	\$4,077,500	South Dakota	\$4,077,500
Kansas	\$4,077,500	Tennessee	\$4,077,500
Kentucky	\$4,077,500	Texas	\$20,591,000
Louisiana	\$4,077,500	U.S. Virgin Islands	\$1,000,000
Maine	\$4,077,500	Utah	\$4,077,500
Maryland	\$8,000,000	Vermont	\$4,077,500
Massachusetts	\$7,000,000	Virginia	\$9,200,000
Michigan	\$5,750,000	Washington	\$7,000,000
Minnesota	\$4,077,500	West Virginia	\$4,077,500
Mississippi	\$4,077,500	Wisconsin	\$4,077,500
Missouri	\$4,077,500	Wyoming	\$4,077,500
<b>Total</b>			<b>\$415,000,000</b>



## FY 2019 UASI ALLOCATIONS

State/Territory	Funded Urban Area	FY 2019 UASI Allocation
Arizona	Phoenix Area	\$4,000,000
California	Anaheim/Santa Ana Area	\$5,000,000
	Bay Area	\$27,500,000
	Los Angeles/Long Beach Area	\$68,000,000
	Riverside Area	\$3,250,000
	Sacramento Area	\$3,250,000
	San Diego Area	\$16,900,000
Colorado	Denver Area	\$3,250,000
District of Columbia	National Capital Region	\$52,750,000
Florida	Miami/Fort Lauderdale Area	\$7,000,000
	Orlando Area	\$3,250,000
	Tampa Area	\$3,250,000
Georgia	Atlanta Area	\$6,000,000
Hawaii	Honolulu Area	\$3,250,000
Illinois	Chicago Area	\$68,000,000
Maryland	Baltimore Area	\$4,000,000
Massachusetts	Boston Area	\$16,900,000
Michigan	Detroit Area	\$5,000,000
Minnesota	Twin Cities Area	\$5,000,000
Missouri	St. Louis Area	\$3,250,000
Nevada	Las Vegas Area	\$5,000,000
New Jersey	Jersey City/Newark Area	\$20,050,000
New York	New York City Area	\$178,750,000
Oregon	Portland Area	\$3,250,000
Pennsylvania	Philadelphia Area	\$16,900,000
	Pittsburgh Area	\$3,250,000
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000
	Houston Area	\$24,600,000
	San Antonio Area	\$3,250,000
Virginia	Hampton Roads Area	\$3,250,000
Washington	Seattle Area	\$6,000,000
<b>Total</b>		<b>\$590,000,000</b>

**Period of Performance:** 36 months

Extensions to the Period of Performance (PoP) are allowed. For additional information on PoP extensions, refer to the [Preparedness Grants Manual](#).

**Projected Period of Performance Start Date:** September 1, 2019

**Projected Period of Performance End Date:** August 31, 2022

**Funding Instrument:** Grant

### **C. Eligibility Information**

#### **Eligible Applicants**

The State Administrative Agency (SAA) is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

#### **Eligibility Criteria**

Eligible high-risk urban areas for the FY 2019 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

Eligible subrecipients under FY 2019 OPSG are local units of government at the county level or equivalent level of government and federally-recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

Under FY 2019 OPSG, subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. Tier 2 and Tier 3 eligible subrecipients may be eligible to receive funding based on border security risk as determined by the USBP.

#### **Other Eligibility Criteria**

##### **National Incident Management System (NIMS) Implementation**

Prior to allocation of any federal preparedness awards in FY 2019, recipients must ensure and maintain adoption and implementation of NIMS. Detailed information on NIMS requirements are in the [Preparedness Grants Manual](#).

##### **Emergency Management Assistance Compact (EMAC) Membership**



In support of the Goal, recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2019 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the mitigation mission area of the Goal, and fusion centers.

#### **Law Enforcement Terrorism Prevention Activities (LETPA)**

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for law enforcement terrorism prevention activities. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation is in addition to the 80 percent pass through requirement to local units of government and tribes, referenced below.

#### **FY 2019 LETPA Allocations**

State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
Alabama				\$4,077,500	\$4,077,500	\$1,019,375
Alaska				\$4,077,500	\$4,077,500	\$1,019,375
American Samoa				\$1,000,000	\$1,000,000	\$250,000
Arizona	Phoenix Area	\$4,000,000	\$4,000,000	\$4,077,500	\$8,077,500	\$2,019,375
Arkansas				\$4,077,500	\$4,077,500	\$1,019,375
California	Anaheim/Santa Ana Area	\$5,000,000	\$123,900,000	\$62,011,000	\$185,911,000	\$46,477,750
	Bay Area	\$27,500,000				
	Los Angeles/Long Beach Area	\$68,000,000				
	Riverside Area	\$3,250,000				
	Sacramento Area	\$3,250,000				
	San Diego Area	\$16,900,000				
Colorado	Denver Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Connecticut				\$4,077,500	\$4,077,500	\$1,019,375
Delaware				\$4,077,500	\$4,077,500	\$1,019,375
District of Columbia	National Capital Region	\$52,750,000	\$52,750,000	\$5,750,000	\$58,500,000	\$14,625,000
Florida	Miami/Fort Lauderdale Area	\$7,000,000	\$13,500,000	\$10,566,000	\$24,066,000	\$6,016,500
	Orlando Area	\$3,250,000				
	Tampa Area	\$3,250,000				



State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
Georgia	Atlanta Area	\$6,000,000	\$6,000,000	\$5,750,000	\$11,750,000	\$2,937,500
Guam				\$1,000,000	\$1,000,000	\$250,000
Hawaii	Honolulu Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Idaho				\$4,077,500	\$4,077,500	\$1,019,375
Illinois	Chicago Area	\$68,000,000	\$68,000,000	\$15,712,000	\$83,712,000	\$20,928,000
Indiana				\$4,077,500	\$4,077,500	\$1,019,375
Iowa				\$4,077,500	\$4,077,500	\$1,019,375
Kansas				\$4,077,500	\$4,077,500	\$1,019,375
Kentucky				\$4,077,500	\$4,077,500	\$1,019,375
Louisiana				\$4,077,500	\$4,077,500	\$1,019,375
Maine				\$4,077,500	\$4,077,500	\$1,019,375
Maryland	Baltimore Area	\$4,000,000	\$4,000,000	\$8,000,000	\$12,000,000	\$3,000,000
Massachusetts	Boston Area	\$16,900,000	\$16,900,000	\$7,000,000	\$23,900,000	\$5,975,000
Michigan	Detroit Area	\$5,000,000	\$5,000,000	\$5,750,000	\$10,750,000	\$2,687,500
Minnesota	Twin Cities Area	\$5,000,000	\$5,000,000	\$4,077,500	\$9,077,500	\$2,269,375
Mississippi				\$4,077,500	\$4,077,500	\$1,019,375
Missouri	St. Louis Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Montana				\$4,077,500	\$4,077,500	\$1,019,375
Nebraska				\$4,077,500	\$4,077,500	\$1,019,375
Nevada	Las Vegas Area	\$5,000,000	\$5,000,000	\$4,077,500	\$9,077,500	\$2,269,375
New Hampshire				\$4,077,500	\$4,077,500	\$1,019,375
New Jersey	Jersey City/Newark Area	\$20,050,000	\$20,050,000	\$8,000,000	\$28,050,000	\$7,012,500
New Mexico				\$4,077,500	\$4,077,500	\$1,019,375
New York	New York City Area	\$178,750,000	\$178,750,000	\$76,930,000	\$255,680,000	\$63,920,000
North Carolina				\$5,750,000	\$5,750,000	\$1,437,500
North Dakota				\$4,077,500	\$4,077,500	\$1,019,375
Northern Mariana Islands				\$1,000,000	\$1,000,000	\$250,000
Ohio				\$7,000,000	\$7,000,000	\$1,750,000
Oklahoma				\$4,077,500	\$4,077,500	\$1,019,375
Oregon	Portland Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Pennsylvania	Philadelphia Area	\$16,900,000	\$20,150,000	\$9,200,000	\$29,350,000	\$7,337,500
	Pittsburgh Area	\$3,250,000				
Puerto Rico				\$4,077,500	\$4,077,500	\$1,019,375
Rhode Island				\$4,077,500	\$4,077,500	\$1,019,375
South Carolina				\$4,077,500	\$4,077,500	\$1,019,375
South Dakota				\$4,077,500	\$4,077,500	\$1,019,375
Tennessee				\$4,077,500	\$4,077,500	\$1,019,375
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000	\$44,750,000	\$20,591,000	\$65,341,000	\$16,335,250
	Houston Area	\$24,600,000				



State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
	San Antonio Area	\$3,250,000				
U.S. Virgin Islands				\$1,000,000	\$1,000,000	\$250,000
Utah				\$4,077,500	\$4,077,500	\$1,019,375
Vermont				\$4,077,500	\$4,077,500	\$1,019,375
Virginia	Hampton Roads Area	\$3,250,000	\$3,250,000	\$9,200,000	\$12,450,000	\$3,112,500
Washington	Seattle Area	\$6,000,000	\$6,000,000	\$7,000,000	\$13,000,000	\$3,250,000
West Virginia				\$4,077,500	\$4,077,500	\$1,019,375
Wisconsin				\$4,077,500	\$4,077,500	\$1,019,375
Wyoming				\$4,077,500	\$4,077,500	\$1,019,375
<b>Total</b>		<b>\$590,000,000</b>	<b>\$590,000,000</b>	<b>\$415,000,000</b>	<b>\$1,005,000,000</b>	<b>\$251,250,000</b>

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. Other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

#### **Cost Share or Match**

There is no cost share or match requirement for the FY 2019 HSGP.

#### **D. Application and Submission Information**

##### **Key Dates and Times**

**Date Posted to [Grants.gov](https://www.grants.gov):**

**April 12, 2019**

**Application Submission Deadline:**

**May 29, 2019 at 5:00 p.m. ET**

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of the full application. **DHS/FEMA will not review applications that are received after the deadline or consider them for funding.** DHS/FEMA may, however, extend the application deadline on request for an applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances.

**Applicants experiencing technical issues must notify the FEMA Headquarters (HQ) Program Analyst prior to the application deadline.** If applicants do not know their FEMA HQ Program Analyst or if there are programmatic questions or concerns, please contact the

Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

**Anticipated Funding Selection Date:** August 2, 2019

**Anticipated Award Date:** No later than September 30, 2019

#### **Other Key Dates**

<b>Event</b>	<b>Suggested Deadline For Completion</b>
Obtain DUNS Number	May 1, 2019
Obtain a valid Employer Identification Number (EIN)	May 1, 2019
Update SAM registration	May 1, 2019
Submit the initial application in Grants.gov	May 22, 2019
Submit the final application in ND Grants	May 29, 2019, No later than 5:00 p.m. ET

#### **Agreeing to Terms and Conditions of the Award**

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

#### **Address to Request Application Package**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### **Content and Form of Application Submission**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### **Electronic Delivery**

DHS/FEMA is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS/FEMA requires applicants to submit their initial applications online through [Grants.gov](#) and to submit final applications through [ND Grants](#).

#### **How to Register to Apply through [Grants.gov](#)**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### **How to Submit an Initial Application to DHS/FEMA via [Grants.gov](#)**

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### **Timely Receipt Requirements and Proof of Timely Submission**

As application submission is a two-step process, the applicant with the Authorized Organizational Representative (AOR) role who submitted the application will also receive an acknowledgement of receipt, a tracking number (GRANTXXXXXXXXX) from Grants.gov, and an Agency Tracking



Number (EMX-2019-XX-XXXX) with the successful transmission of the initial application. This notification does **not** serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. All applications must be received in ND Grants by 5:00 p.m. ET on May 29, 2019. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

### **Submitting the Final Application in Non-Disaster Grants System (ND Grants)**

After submitting the initial application in [Grants.gov](https://www.grants.gov), eligible applicants will be notified by DHS/FEMA and asked to proceed with submitting their complete application package in [ND Grants](https://www.ndgrants.gov). Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement but no later than **seven days before the application deadline**. Early registration will allow applicants to have adequate time to start and complete their application.

In [ND Grants](https://www.ndgrants.gov) applicants will be prompted to submit all of the information contained in the following forms. Applicants should review these forms before applying to ensure they have all the information required:

- Standard Form 424A, Budget Information (Non-construction);
- Standard Form 424B, Standard Assurances (Non-construction); and
- Standard Form LLL, Disclosure of Lobbying Activities.

In addition, applicants must submit copies of the following in [ND Grants](https://www.ndgrants.gov):

- Investment Justification (the Investment Justification Template may be found in the Related Documents Tab of the [Grants.gov](https://www.grants.gov) posting and used as a preparation tool; responses to questions in the Template are entered into the GRT);
- List of Urban Area Working Group (UAWG) and Senior Advisory Committee (SAC) members;
- SAC charter;
- UAWG charter; and
- Indirect Cost Agreement, if requesting indirect costs. If there is no current indirect cost agreement, then the applicant must contact the Federal Cognizant Agency to negotiate a rate and notify the relevant HQ Program Analyst or Grants Management Specialist.

Applicants must submit copies of the following in ND Grants if applying for construction projects. The forms may be accessed in the Forms tab under SF-424 Family on [Grants.gov](https://www.grants.gov):

- Standard Form 424C, Budget Information (Construction); and
- Standard Form 424D, Standard Assurances (Construction).

Applicants needing assistance registering for the ND Grants system should contact [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076.

## HS GP Specific Application Instructions

### Development of the Investment Justification (SHSP and UASI)

As part of the FY 2019 HSGP application process for SHSP and UASI funds, applicants must develop formal investment justifications (IJs) that address the proposed investments.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Engage and/or impact the whole community, including children, older adults, pregnant women, and individuals with limited English proficiency, individuals with disabilities and others with access and functional needs, and ensure the protection of civil rights in the building, sustainment, and delivery of core capabilities.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

### Development of Investments and Projects (SHSP)

- Applicants must propose at least two and may include up to ten investments.
- Within each investment in their IJ, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Any projects funded with SHSP funds that are not included in the application must subsequently be included in the first Biannual Strategy Implementation Report (BSIR). For further information on the BSIR, see the [Preparedness Grants Manual](#).
- Of the proposed SHSP-funded investments, one single investment must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center investment prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed SHSP-funded investments, as introduced in FY 2018, at least one investment must be in support of the state or territory's cybersecurity efforts. Consistent with the terms of this NOFO and the Preparedness Grants Manual, Recipients and subrecipients must ensure SHSP funds for cybersecurity projects achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism. Such projects may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Recipients and subrecipients of FY 2019 grant awards will be required to complete the 2019 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information



Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2019 NCSR will be open from October – December 2019. Although this is only a requirement for recipients and subrecipients of FY 2019 SHSP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the 2019 NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

- The name of the cybersecurity IJ must include the word “Cybersecurity” to easily identify the required cybersecurity investment.
- All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, and whether the project activities are shareable and deployable.

#### **Development of Investments and Projects (UASI)**

- Applicants must propose at least two and may include up to ten investments.
- Within each investment in their IJ, Urban Areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted. Any projects funded with UASI funds that are not included in the application must subsequently be included in the first BSIR. For further information on the BSIR, see the [Preparedness Grants Manual](#).
- Of the proposed 10 investments, Urban Areas are required to propose one single investment in support of a designated fusion center within the Urban Area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center investment prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed UASI-funded investments, at least one investment must be in support of the urban area’s cybersecurity efforts. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to



achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2019 grant awards will be required to complete the 2019 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2019 NCSR will be open from October – December 2019. Although this is only a requirement for recipients and subrecipients of FY 2019 UASI funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the 2019 NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

- If UASI funds are used by the state in support of the Urban Area, the SAA must, as part of the list of proposed investments, describe how those funds will directly support the Urban Area.
- All emergency communications investments must describe how such activities align to the SCIP. Recipients must coordinate with the SWIC and/or SIGB when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. Applicants that completed the THIRA/SPR in 2018 should refer to that assessment to identify gaps and sustainment needs related to Response, Recovery, and cross-cutting capabilities. They should refer to their 2017 THIRA/SPR for gaps and sustainment needs related to the other core capabilities. Applicants that did not complete the THIRA/SPR in 2018 should refer to their most recent THIRA/SPR.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, and whether the project activities are shareable and deployable.

#### **Development of Fusion Center Investments (SHSP and UASI)**

If applicable, each IJ must include and identify a fusion center investment that will:

- Indicate alignment to a designated Fusion Center.
- Provide both a brief narrative description and funding itemization of the project activities relating to the proposed resources that directly support the designated Fusion Center. This descriptive narrative should align with both the financial itemization and improvement or sustainment of performance measures because of receiving the proposed funding. If the project description and funding itemization do not directly support the fusion center and the relationship to the fusion center is not identified, then the



investment may be conditionally approved until a Fusion Center Addendum is submitted and approved. Note: A sample project description and funding itemization are below.

- Identify the expected improvement or sustainment of performance measures because of receiving the proposed funding for the itemized projects.
- Effectively address performance measures identified in each fusion center's individual assessment data found in the HSIN-Intel Fusion Center Profile. A list of the 2019 Performance Measures can be found in the [Preparedness Grants Manual](#).

### ***Sample Fusion Center Project Description***

The following is an example of a sample fusion center project description that could be included in a SHSP or UASI investment:

*The X Fusion enhancement project will fund salaries, benefits, and training for X number of Fusion Center intelligence analysts, maintenance and support for the center's enabling systems, travel costs associated with training, and the replacement of X computer monitors within the Fusion Center. The project will directly sustain the Center's achieved abilities and work to close the gap of any current capabilities through the sustained funding of its current analytical staff and enabling systems. This project directly aligns with performance measures 2019.1-2019.23. We anticipate seeing an improvement of the quality and quantity of reporting as a direct result of the funding of this project.*

### ***Sample Fusion Center Funding Itemization***

The funding itemization for a fusion center investment should include the amount and percent of each relevant solution area. As an example:

<b><i>Solution Area and Amount of Proposed Funding</i></b>	<b><i>Percent of Proposed Funding</i></b>
<i>Planning: \$10,000.00</i>	<i>2%</i>
<i>Organization: \$200,000</i>	<i>48%</i>
<i>Equipment: \$200,000</i>	<i>48%</i>
<i>Training: \$10,000</i>	<i>2%</i>
<i>Exercises: \$0</i>	<i>0%</i>
<b><i>Total: \$420,000</i></b>	<b><i>100%</i></b>

### **Completing IJs in the Grant Reporting Tool (GRT) (SHSP and UASI)**

In the Related Documents section of the [Grants.gov](#) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](#) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

### **Development of Concept of Operations for OPSG**

As part of the FY 2019 OPSG application process, each eligible local unit of government at the county or federally-recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a



specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary. CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector. Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications.

### **Intergovernmental Review**

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372. See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2017/11/SPOC-Feb.-2018.pdf>.

### **Funding Restrictions**

Federal funds made available through this award may be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions.

### **Environmental Planning and Historic Preservation (EHP) Compliance**

See the [Preparedness Grants Manual](#) for information on EHP Compliance.

### **Emergency Communications Investments**

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- Applicants must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts when developing proposals.
- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to [ND Grants](#) at the



- time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.
  - By the period of performance end date, all states and territories must update their SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at [hseep@fema.gov](mailto:hseep@fema.gov) within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government. States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated [above](#)), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

### **Funds Transfer Restriction**

The recipient is prohibited from transferring funds between programs (includes the SHSP, the UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., the SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the

discretion of DHS/FEMA.

### **Pre-Award Costs**

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the Authorized Representative of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

### **Cost Principles**

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. For more information on 2 C.F.R. Part 200, please refer to FEMA GPD Information Bulletin 400, [\*FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\*](#) ("Super Circular" or "Omni Circular").

### **Direct Costs**

#### **Planning**

Planning costs are allowed under this program.

#### **Organization**

Organization costs are allowed under this program.

#### **Equipment**

Equipment costs are allowed under this program.

#### **Training**

Training costs are allowed under this program.

#### **Exercises**

Exercise costs are allowed under this program.

#### **Personnel**

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA Information Bulletin (IB) 421, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

#### **Operational Overtime**

Operational Overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA.

#### **Travel**



Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

### **Construction and Renovation**

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the EHP approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [Standard Form 424C](#).

### **Maintenance and Sustainment**

Maintenance and Sustainment related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants Policy (<http://www.fema.gov/media-library/assets/documents/32474>).

### **Management and Administration (M&A) Costs**

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to 5 percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to 5 percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and

administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

#### SAA 1:

SHSP: \$1,000,000

OPSG: \$2,500,000

UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

SAA 2:

SHSP: \$3,500,000

OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP: \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

Please note, [Information Bulletin \(IB\) 365: Management and Administration Costs in the Homeland Security](#) and DHS/FEMA Policy 207-087-1, which can be found at <http://www.fema.gov/library/viewRecord.do?id=7837>, **do not apply to awards made in FY 2019 under this NOFO.** The IB and Policy remain in effect for all previous awards.

**Critical Emergency Supplies**

Critical emergency supplies are allowed under this program.

**Secure Identification**

Secure Identification costs are allowed under this program.

**Indirect (Facilities & Administrative [F&A]) Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. Except for recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application and must be provided to DHS/FEMA before indirect costs are charged to the award.

**General Purpose Equipment**

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the Emergency Management Assistance Compact (EMAC)<sup>1</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general purpose equipment may include:

- Law enforcement vehicles;

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<sup>1</sup> Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.



- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical, biological, radiological, nuclear, and explosives (CBRNE) response; and
- Office equipment for staff<sup>2</sup> engaged in homeland security program activity.

Equipment allowability is based on the [Authorized Equipment List \(AEL\)](#) but exceptions may be considered on a case-by-case basis if (1) the equipment identified to be purchased directly maps to a core capability contained within the Goal, and (2) the equipment's purpose (when operational) falls under the permitted use of funds in accordance with 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

### Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).

This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ GPD Program Analyst. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

Allowable Program Activities	SHSP	UASI	OPSG
<b>Allowable Planning Costs</b>			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of WHTI-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N

<sup>2</sup> This applies to all homeland security personnel and is not limited to management and administration staff, and costs are to be captured outside the cap on management and administration costs.



<b>Allowable Organizational Activities</b>			
<b>Note:</b> Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	N
<b>Allowable Equipment Categories</b>			
Personal Protective Equipment	Y	Y	Y
<b>Allowable Equipment Categories</b>			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle rentals	N	N	Y
Other Authorized Equipment	Y	Y	Y
<b>Allowable Training Costs</b>			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	Y



Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
<b>Allowable Exercise Related Costs</b>			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
<b>Allowable Exercise Related Costs</b>			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
<b>Allowable Management &amp; Administrative Costs</b>			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	N
Recurring expenses such as those associated with cell phones and faxes during the PoP of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the PoP of the grant program	Y	Y	N
<b>Law Enforcement Terrorism Prevention Activities (LETPA) Costs</b>			
Maturation and enhancement of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other analytical and investigative efforts	Y	Y	N
Implementation and maintenance of the Nationwide SAR Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

## E. Application Review Information



## **Allocations**

### **Risk Methodology**

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) for additional information on risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology, and its results do not affect grant allocations.

### **SHSP Allocations**

FY 2019 SHSP funds will be allocated based on two factors: minimum amounts as legislatively mandated, and DHS/FEMA's risk methodology. THIRA/SPR results do not impact grant allocation or award.

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

### **UASI Allocations**

FY 2019 UASI funds will be allocated based on DHS/FEMA's risk methodology. THIRA/SPR results do not impact grant allocation or award.

Eligible candidates for the FY 2019 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>.

### **OPSG Allocations**

The FY 2019 OPSG Risk Assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border. Entities eligible for funding are the state, local and tribal law enforcement agencies that are located along the border of the United States. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimate the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

### **Application Evaluation Criteria**

FEMA will evaluate the FY 2019 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ or project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year PoP. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

### **Review and Selection Process (SHSP and UASI)**

To ensure the effectiveness of proposed investments and projects, all applications will undergo a federal review. The federal review will be conducted by FEMA HQ Program Analysts. FEMA HQ Program Analysts will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how



investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level. A program hold may be placed on any investment which is found to be noncompliant.

Fusion center investments will be jointly reviewed by FEMA and the DHS Office of Intelligence and Analysis (I&A) for compliance with HSGP NOFO requirements to prioritize the alignment of requests with results from the annual Fusion Center Assessment Program. If a fusion center investment does not meet the requirements, a Fusion Center Addendum must be completed and submitted for review and approval prior to expending funds allocated to fusion center activities. Emergency communications investments will be jointly reviewed by FEMA and the DHS Office of Emergency Communications (OEC) to verify compliance with SAFECOM guidance. FEMA and OEC will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

### **Review and Selection Process (OPSG)**

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2019 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2019 Operations Orders to designated localities within border states and territories.

### **Financial Integrity Criteria**

Prior to making a Federal award, DHS/FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk-based considerations of the applicant:

1. Financial stability;
2. Quality of management systems and ability to meet management standards;
3. History of performance in managing Federal awards;
4. Reports and findings from audits; and
5. Ability to effectively implement statutory, regulatory, or other requirements.



### **Supplemental Financial Integrity Review**

Prior to making a Federal award where the anticipated Federal share of a Federal award will be greater than the simplified acquisition threshold, currently \$250,000 (*see* Section 805 of the National Defense Authorization Act for Fiscal Year 2008, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; *see also* [FEMA GPD Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds](#)):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS) and is also accessible through the [SAM](#) website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.205.

## **F. Federal Award Administration Information**

### **Notice of Award**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

### **Administrative and National Policy Requirements**

See the [Preparedness Grants Manual](#) for information on Administrative and National Policy requirements.

### **SHSP and UASI Pass-Through Requirements**

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

### **Timing and Amount**

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.



SAAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the PoP start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 20, 2019, while the PoP dates for that award are September 1, 2019, through August 31, 2022. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 4, 2019 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The PoP start date of September 1, 2019, would not affect the timing of meeting the 45-calendar day pass-through requirement.

### **Other SHSP and UASI Pass-Through Requirements**

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2019, unless the written consent review

indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Program Analyst.

### **Additional OPSG Requirements**

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

### **Reporting**

See the [Preparedness Grants Manual](#) for information on reporting requirements.

### **Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process**

See the [Preparedness Grants Manual](#) for information on the THIRA and SPR process.

### **Supplemental Information Reporting Systems**

In addition to ND Grants, the following information systems are used for the submission of required reports:

#### **Grant Reporting Tool (GRT)**

Information on the GRT can be found in the [Preparedness Grants Manual](#).

#### **Unified Reporting Tool (URT)**

See the [Preparedness Grants Manual](#) for information on the URT.

#### **Closeout Reporting Requirements**

See the [Preparedness Grants Manual](#) for information on closeout reporting requirements.

### **Disclosing Information per 2 C.F.R. § 180.335**

See the [Preparedness Grants Manual](#) for information on disclosing information.

## **G. DHS/FEMA Awarding Agency Contact Information**

### **Contact and Resource Information**

#### **Centralized Scheduling and Information Desk (CSID)**

CSID is a non-emergency comprehensive management and information resource developed by DHS/FEMA for grant stakeholders. CSID provides general information on all DHS/FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at [askcsid@fema.gov](mailto:askcsid@fema.gov), Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

#### **GPD Grant Operations Division**

GPD's Grant Operations Division Business Office provides support regarding financial matters and budgetary, technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at 866-927-5646 or via e-mail to [ASK-GMD@fema.gov](mailto:ASK-GMD@fema.gov).

#### **FEMA Regional Offices**

FEMA Regional Offices may also provide fiscal support, including pre- and post-award administration and technical assistance such as conducting cash analysis, financial monitoring, and audit resolution for the grant programs included in this solicitation. GPD will provide programmatic support and technical assistance. FEMA Regional Office contact information is available [here](#).

#### **GPD Environmental Planning and Historic Preservation (EHP)**

The DHS/FEMA GPD EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects



or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov). EHP Technical Assistance, including the EHP Screening Form, can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

## **Systems Information**

### **Grants.gov**

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except Federal holidays) at (800) 518-4726 or e-mail at [support@grants.gov](mailto:support@grants.gov).

### **Non-Disaster (ND) Grants**

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

### **Payment and Reporting System (PARS)**

DHS/FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing and tracking payments. DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 119A, Direct Deposit Form.

## **H. Additional Information**

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Conflicts of Interest in the Administration of Federal Awards and Subawards;
- Extensions;
- Monitoring;
- Procurement Integrity; and
- Other Post-Award Requirements.

In response to recent disasters, FEMA has introduced a new lifelines construct, in order to enable the continuous operation of government functions and critical business essential to human health, safety, or economic security during and after a disaster. To learn more about lifelines, please refer to the [Preparedness Grants Manual](#), or visit <http://www.fema.gov/national-planning-frameworks>.

**FY 2019 HSGP Region 1 Board Sub recipient Agreement  
Federal Funds from the Department of Homeland Security (CFDA 97.067)**

As part of the FY 2019 Homeland Security Grant Program (HSGP) the Region 1 Board has elected Ingham County to serve as the fiduciary for the region.

As the fiduciary, the Ingham County agrees to accept the funds awarded on the region's behalf and shall spend those funds according to decisions made and approved by the Region 1 Board.

In this capacity, Ingham County agrees to be the sub-grantee with the State of Michigan for the FY 2019 HSGP. By becoming the sub-grantee, Ingham County agrees to the following:

- 1) To comply with all requirements listed in the grant agreement with the State of Michigan.
- 2) To comply with FY 2019 HSGP grant guidance.
- 3) To notify each jurisdiction within the region, at the end of the fiscal year, the dollar amount of equipment that has been turned over to that jurisdiction, to be listed on the jurisdiction's Schedule of Expenditures of Federal Awards.
- 4) To keep an up-to-date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to 3 years after the grant has been closed out.
- 5) To reimburse member counties for approved expenditures.

As part of the FY 2019 HSGP, Ingham County and/or member counties may purchase equipment that will be transferred to other jurisdictions within Region 1. Ingham County and member counties agree to the following:

- 1) To keep an up to date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to 3 years after the grant has been closed out.
- 2) Transfer ownership of equipment purchased with FY 2019 HSGP funds to jurisdictions in Region 1 at the direction of the Region 1 Board.
- 3) If Equipment is purchased by Ingham County on behalf of a jurisdiction in Region 1, said equipment shall be the responsibility of that jurisdiction, not Ingham County.
- 4) If equipment that has been purchased and transferred to a jurisdiction in Region 1 and is found to be ineligible on a State or Federal Audit, the jurisdiction to which it has been assigned shall reimburse Ingham County the amount State or Federal Auditors are requesting be returned.
- 5) If equipment is misused by the jurisdiction to which it has been assigned, resulting in damage, destruction or an ineligible determination by auditors, that jurisdiction shall be financially responsible for the replacement of the equipment.
- 6) Ingham County will only reimburse eligible items for Planning, Training, Equipment, and Exercise costs when provided with an approved AAF and appropriate required reimbursement paperwork.



The above agreement is agreed to and approved by the Region 1 Board Chair by his signature below.

THE RESE CREMONTE  
Printed Name

Therese CremonTE  
Signature

12-12-2019  
Date

The above agreement is agreed to and approved by Ingham County, which will act as the fiduciary agent for Region 1 Board. The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of Ingham County.

Bryan Crenshaw  
Printed Name

Chairperson, County Board of Commissioners  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The following jurisdictions in Region 1 agree to and approve the above agreement. The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the jurisdiction he or she represents.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
County Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
FOR COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend  
Robert D. Townsend

N:\Client\Ingham\Sheriff\Agreements\HSGP Agrs\2019\FY2019 Subrecipient Agreement - Region 1 sent to attorney.doc  
Ing/Sheriff #19-005

## Therese Cremonte

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**From:** Richmond, Kim (MSP) <RichmondK@michigan.gov>  
**Sent:** Wednesday, September 11, 2019 4:23 PM  
**Subject:** [EXT] FY 2019 Homeland Security Grant Program - Region 1  
**Attachments:** FY\_2019\_HSGP\_NOFO\_FINAL\_508.pdf; FEMA\_PreparednessGrantsManual\_Final\_508 (1).pdf; FY2019 MI HSGP FACT SHEET.PDF

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

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**Important: Please reply to this email to acknowledge receipt.**

Dear Region 1 Executive Board & Fiduciary:

The Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD) is pleased to provide you with information regarding your Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) award.

The HSGP provides funding to states, territories, and local governments to prevent, protect against, respond to, mitigate, and recover from potential terrorist attacks and other hazards. The FY 2019 HSGP plays an important role in the implementation of the National Preparedness System (NPS) and supports efforts to build and sustain core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation.

**The Region 1 FY 2019 Allocation is as follows:**

Total SHSP Award: \$877,607

**Minimum Funding Requirement:**

Law Enforcement Terrorism Prevention Activities: \$219,402

**Maximum Personnel Expenditures:**

Personnel Cap (includes contractors and Management and Administration): \$438,803

Attached to this email is the federal FY 2019 HSGP Notice of Funding Opportunity and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual which provide program guidance. Also attached is a fact sheet with an overview of FY 2019 HSGP program requirements. Grant agreements will be forthcoming.

If you have any questions or concerns, please feel free to contact me.

Thank you,  
Kim

Kim Richmond  
Grants Unit Manager  
Emergency Management and Homeland Security Division  
Michigan State Police

Physical Address:  
7150 Harris Drive  
Dimondale, Michigan 48821

Mailing Address:  
PO Box 30634  
Lansing, Michigan 48909

Phone: 517-284-3952

Fax: 517-284-3857

**"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"**



## Michigan Fact Sheet: Fiscal Year 2019 Homeland Security Grant Program Overview

### Introduction

The Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) provides funding to state, tribal and local governments to prevent terrorism and other catastrophic events and to prepare the National for the threats and hazards that pose the greatest risk to the security of the United States.

The FY 2019 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. The HSGP is comprised of three grant programs: State Homeland Security Program (SHSP), Urban Area Security Initiative (UASI), and Operation Stonegarden (OPSG). For additional information on allowable activities under these grant programs, please refer to <http://www.fema.gov/grants>.

The scope of this document will focus on the SHSP and UASI.

### FY 2019 Programmatic Highlights and Requirements

#### Authorizing Authority for Program

*Section 2002 of the Homeland Security Act of 2002*, as amended (Public Law 107-296), (6 U.S.C. § 603).

#### Appropriation Authority for Program

*The Department of Homeland Security Appropriations Act, 2019* (Public Law 116-6).

Consistent with thresholds established in *the Homeland Security Act of 2002*, as amended, all 50 states, the District of Columbia, and the Commonwealth of Puerto Rico received 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. The remaining SHSP funds were distributed based upon the Department of Homeland Security's (DHS) risk methodology. Eligible candidates for the FY 2019 UASI program were determined through an analysis of the relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas.

### Program Priorities

The NPS is the instrument the Nation employs to build, sustain, and deliver core capabilities to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the NPS allow for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the NPG. The FY 2019 HSGP contributes to the implementation of the National Preparedness System by financially supporting the ability of States and local jurisdictions to build, sustain, and deliver core capabilities identified in the Goal. The HSGP is intended to strengthen the nation against risks associated with potential terrorist attacks and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

For additional details on the National Preparedness Goal or the National Preparedness System, please refer to <http://www.fema.gov>.

### Whole Community Preparedness

Subrecipients must engage with the whole community to advance community and individual preparedness and to work as a nation to build and sustain resilience (see <http://www.fema.gov/whole-community>). Subrecipients must also integrate program design and delivery practices that ensure representation and services for under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations into activities implemented with SHSP and UASI funds.



#### Collaboration with Tribes

Subrecipients are strongly encouraged to work with tribal nations in overall initiatives such as whole community preparedness and emergency management planning.

#### Collaboration with Nonprofit Organizations

Subrecipients are encouraged to work with the nonprofit community to address terrorism and all hazard prevention concerns, seek input on the needs of the nonprofit sector, and support the goals of their investments.

#### Law Enforcement Terrorism Prevention Activities (LETPA)

Consistent with section 2006 of the *Homeland Security Act of 2002*, as amended, subrecipients of HSGP funds are required to ensure that at least 25 percent of SHSP and UASI funds are dedicated towards law enforcement terrorism prevention activities (LETPA). This requirement does not include award funds from OPSG.

Individual subrecipient LETPA requirements are listed below and are included in the grant agreements.

Activities outlined in the *National Prevention Framework* are eligible for use of LETPA focused funds. In addition, where capabilities are shared with the protection mission area, the *National Protection Framework* activities are also eligible.

For additional information, visit: <http://www.fema.gov/national-planning-frameworks>.

#### Personnel Activities (SHSP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP activities. A personnel cap of **up to 50 percent of HSGP** program funds may be used for personnel and personnel-related activities. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

#### Award Period of Performance

The FY 2019 HSGP period of performance is 36 months. For subrecipient performance period dates, refer to subrecipient grant agreements.

#### Management and Administration (M&A) Limits

A maximum of up to 5 percent of subrecipient HSGP funds awarded may be retained and used solely for the purposes of management and administration associated with the HSGP award.

#### 2019 Nationwide Cybersecurity Review (NCSR)

Subrecipients of FY 2019 HSGP funds are required to complete the 2019 NCSR, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Completion of the assessment is a requirement for receipt of HSGP funds.

#### Environmental Planning and Historic Preservation (EHP) Compliance

FEMA is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws and Executive Orders, as applicable. Subrecipients shall not undertake any project having the potential to impact EHP resources without prior approval. Subrecipients shall provide all relevant information through the established Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) process to ensure compliance with applicable federal EHP requirements.



### Ensuring the Protection of Civil Rights

As the Nation works towards achieving the NPG, it is important to continue to protect the civil rights of individuals. Subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and related statutes. The DHS Standard Terms and Conditions include civil rights provisions that apply to subrecipients. These terms and conditions can be found on the DHS website or accessed here: [DHS Standard Terms and Conditions](#).

### Collaboration with other Federal Preparedness Programs

DHS/FEMA strongly encourages subrecipients of HSGP funds to understand other federal preparedness programs in their jurisdictions and to work with them in a collaborative manner to leverage all available resources and avoid duplicative activities. For example, the U.S. Department of Health and Human Services has two robust preparedness programs that focus on preparedness capabilities. Coordination is not limited to just these programs or just to grant funding. It also includes leveraging assessments such as TSA's Baseline Assessment and Security Enhancement (BASE); reporting from the Intelligence Community, risk information such as U.S. Coast Guard's Maritime Security Risk Analysis Model (MSRAM), and USBP Sector Analysis.

### FY 2019 HSGP Allocations and Funding Requirements

**Table 1: Available Funds**

Table 1 illustrates Michigan's FY 2019 HSGP awards in relation to the total amount available nationwide and identifies the total available for regional/local programs in Michigan.

FY 2019 HSGP Funding	SHSP	UASI
Nationwide	\$415,000,000	\$590,000,000
Statewide	\$5,750,000	\$5,000,000
Regional/local Share	\$4,600,000	\$4,000,000

**Table 2: LETPA Funding Requirements**

Regional Amount Obligated to Law Enforcement Terrorism Prevention Activities	
SHSP & UASI	\$2,150,002

Pursuant to the relevant provisions of the *Homeland Security Act of 2002*, as amended (Public Law 107-296), (6 U.S.C. § 607), a minimum of 25 percent of SHSP and UASI funding must be dedicated towards law enforcement terrorism prevention activities.

As shown in Table 2, regions must collectively devote \$2,150,002 of

SHSP and UASI funds towards law enforcement terrorism prevention activities to meet the minimum funding requirement.

**Table 3: Regional FY 2019 HSGP Allocations**

Table 3 outlines the individual allocations awarded to each region for the FY 2019 Homeland Security Grant Program period of performance. The table also provides each region with the minimum dollar amount from the allocation that is required to be dedicated toward meeting the LETPA funding requirement outlined in the FY 2019 HSGP Notice of Funding Opportunity.

Region	SHSP Allocation	LETPA Minimum
1	\$877,607	\$219,402
2	\$320,298	\$80,075
3	\$873,812	\$218,453
5	\$720,115	\$180,029
6	\$1,116,692	\$279,173
7	\$346,687	\$86,672
8	\$344,789	\$86,198
Region	UASI Allocation	LETPA Minimum
2	\$4,000,000	\$1,000,000



RESOLUTION

NO: 2020-01-016

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Authorizing Approval for the Revised Tentative Livingston County E911 Service Plan – Central Dispatch**

- WHEREAS,** Livingston County Central Dispatch, as a county-governed department operating as a 911 emergency dispatch center, is required per Michigan Public Act 32 of 1986 MCL §484.11101 et seq, as amended (the “Act”), to establish an Enhanced 911 (E911) Service Plan with the purpose of managing 911 technologies and facilitating the needs for the E911 system as technology evolves; and
- WHEREAS,** the current E911 Service Plan is in need of revising to accommodate several changes in the technology of E911, operations, as well as updating current phone service providers, incorporation of applicable existing amendments and establishing appendices where appropriate; and
- WHEREAS,** the revised Tentative E911 Service Plan has been approved by the County Administrator as well as the county legal consultants Cohl, Stoker & Toskey, P.C.; and
- WHEREAS,** as part of the required process for establishing the revised E911 Service Plan per the Act, it is necessary for the Livingston County Board of Commissioners to approve and adopt the revised Tentative E911 Service Plan creating a Service District to proceed with the county plan adoption; and
- WHEREAS,** the Act requires the resolution to include a date, time and place for a public hearing to be held on a final Plan not less than 90 days after the date of adoption of the resolution, and such hearing will be held on [date/time/place]; and
- WHEREAS,** Livingston County 911 Central Dispatch (“Central Dispatch”) will be the primary PSAP for the County, unless another public agency submits a Notice of Intent to function as a PSAP (see Appendix #1 of Tentative E911 Service Plan); and
- WHEREAS,** the Act requires the County Board to adopt the Tentative Plan as the Final Plan by resolution after the public hearing has been held, except as modified by exclusions and notices, as identified in the E911 Service Plan, and the Final Plan will be adopted at a Livingston County Board of Commissioners meeting at a later date to be determined.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve and adopt the revised Tentative E911 Service Plan as presented, establishing that Livingston County 911 Central Dispatch (“Central Dispatch”) will be the primary PSAP for the County, and authorize the process to move forward to a public hearing for approval to be held at a date/time/place to be determined and posted per the established requirements listed in the E911 Service Plan.



**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign any and all documents required for this project after review by legal counsel.

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MOVED:  
SECONDED:  
CARRIED:



# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Chad Chewning, 911 Director**  
**Date: January 6, 2020**  
**Re: Approval of Revised Tentative E911 Service Plan**

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The existing Livingston County Enhanced 911 (E911) Service Plan is in great need of updating. The most recent plan on file with the state of Michigan was updated in 2001 by Board Resolution #401-124 with an amendment that followed in 2003. Technology, system requirements for enhanced wireless and voice over internet protocol (VOIP) service, and operational processes have progressed significantly since then, and a revised plan is necessary to cover all needed areas of updating.

The process of revising the E911 Service Plan is explained in detail in the Michigan Public Act 32 of 1986, or what is more commonly referred to as the Emergency Telephone Service Enabling Act. It is also explained in the attached revised tentative E911 Service Plan section II. Plan Adoption. The adoption process involves the board first adopting the attached revised tentative E911 plan by resolution, then holding a public hearing not less than 90 days after the date of the tentative E911 adoption, and then lastly the board adopting the final approved revised E911 plan by resolution.

The revised E911 plan is written in a manner that allows the most common areas of needed future modifications such as public safety entities, telephone vendors, and evolving 911 technology to be updated via appendices rather than having to reopen the E911 plan for another revision in the near future. I am requesting the board consider the overall best interest of the county and the public safety entities and support this revision of the E911 Service Plan. Please contact me with any questions.

**LIVINGSTON COUNTY  
EMERGENCY TELEPHONE SERVICE DISTRICT  
FINAL 911 PLAN**

**Adopted on \_\_\_\_\_, 2020**

# **LIVINGSTON COUNTY E911 SERVICE PLAN**

## **I.** **INTRODUCTION**

Michigan Public Act 32 of 1986, MCL §484.11101 et seq, as amended, ("Act") authorizes the County of Livingston ("County") to enact a E911 Service Plan ("Plan") that establishes a Service District ("Service District") in which enhanced 911 services are provided to callers requesting emergency medical, police and fire services. The County has adopted a Plan and various amendments to that Plan. The present Plan is designed to replace, supersede and update the Plan in light of present circumstances with the potential to more easily accommodate present and future technologies and management operations with the goal of facilitating a superior and ever improving enhanced 911 service system ("System") with the County.

This Plan implements a Service District covering the County by addressing the following:

- 1) Technical considerations of the Service Supplier (defined below), including system equipment for facilities that would be used in providing emergency telephone service and/or other communication technologies.
- 2) Operational considerations, including the designation of primary public safety answering points ("PSAP") and secondary PSAPs, and alternative PSAPs, and the manner in which 911 service requests will be processed, dispatch functions performed, and informational systems utilized.
- 3) Managerial considerations, including the organizational form and agreements that would control technical, operational, and fiscal aspects of the emergency telephone service.
- 4) Fiscal considerations, including projected recurring and non-recurring costs with a financial plan for implementing and operating the System.

By facilitating the development and maintenance of enhanced 911 services in the County, this Plan provides multiple benefits, including, but not limited to:

- 1) Use of the universal, simple, easy-to-remember, 3 digit number for all emergencies in any location within the County;
- 2) Automatic Number Identification ("ANI") and Automatic Location Identification ("ALI") for wire-based calls and geographic positioning identification for mobile or wireless technologies, and automatic and selective routing to increase the effectiveness of emergency response and dispatch services;
- 3) Establishment of financial, management, and operational mechanisms designed to position the community in the best position to implement and maintain an up-to-date System;
- 4) Establishment of a system for recruiting and training qualified emergency



communications officers or emergency telecommunicators; and

5) Establishment of centralized or consolidated dispatch to more efficiently and equitably serve all residents of the County regardless of location herein.

Unless otherwise defined herein, the terms used in this Plan shall have their definition or meaning as set forth in the Act.

## **II.**

### **PLAN ADOPTION**

1) The Act requires the Livingston County Board of Commissioners (“County Board”) to adopt by resolution a Tentative Plan creating a Service District.

2) The Act requires the resolution to include a date, time and place for a public hearing to be held on a final Plan not less than 90 days after the date of adoption of the resolution.

3) The Act requires the County Clerk to give notice of the public hearing. Notice must be published twice in a newspaper of general circulation within the County. The first notice must be at least 30 days prior to the hearing, and the second notice within 30 days of the hearing.

4) The Act requires the County Clerk to forward a copy of the resolution, together with a copy of the Tentative Plan to the clerk of each community within the Service District.

5) A community has 45 days after receipt of the resolution to file with the County Clerk a Notice of Exclusion from the Plan (see Appendix #2). Failure to file a Notice of Exclusion within 45 days will result in the community being included in the Plan and the Service District.

6) Livingston County 911 Central Dispatch (“Central Dispatch”) will be the primary PSAP for the County, unless another public agency submits a Notice of Intent to function as a PSAP. Any other agency within the County that wishes to become a PSAP agency has 45 days after the receipt of the resolution to file a Notice of Intent to function as a PSAP with the County Clerk (see Appendix #1).

7) The Act requires the County Board to adopt the Tentative Plan as the Final Plan by resolution after the public hearing has been held, except as modified by exclusions and notices, as identified above.

## **III.**

### **TECHNICAL CONSIDERATIONS**

#### **Service District**

The Service District created by this Plan shall be coterminous with the boundaries of the County.

The County Board and the Livingston County 911 Advocacy Oversight Board (“AOB”) are authorized and directed to cooperate with the State 9-1-1 Committee or any other state, federal or local body or official authorized to install, operate, modify and maintain universal emergency

number service systems, whether wire-based, cellular, wireless, digital, radio-based or other communication technologies, within the Service District.

2) Enhanced Wire-Based 911

This Plan requires an ANI, ALI, and Selective Routing Network System, including “on screen” information to the Telecommunicator of the caller’s name, address, and telephone number and global positioning coordinates provided for jurisdiction information in the areas of police, fire, and ambulance as mandated by the Federal Communications Commission (collectively, an “Enhanced 911”).

All wire-based telephone companies providing Enhanced 911 services to the County must maintain their Enhanced 911 services in order to continue to serve residents of the County. All wire-based telephone companies interested in providing wire-based services within the County must provide and maintain Enhanced 911 and will cooperate to supply, in accordance with the Michigan Public Service Commission tariff rates, rules and regulations, the design installation and maintenance of the network for all facilities involved in providing emergency response telephone service, including modifications to all pay telephones to provide free Enhanced 911 service.

In this Plan, the wire centers identified in Appendix #3 must establish and maintain connectivity to Central Dispatch’s provider’s common network to enable the wire center to be routed and otherwise access the System. These costs are included in the technical surcharge installation and maintenance costs. Wire-based telephone companies shall be allowed 4 months to establish this connectivity upon adoption of this Plan or in the event Central Dispatch changes its provider. All costs incurred by wire-based telephone companies related to the installation and maintenance of connectivity to Central Dispatch’s provider’s common network are recoverable in accordance with the Act’s technical surcharge.

The cities, townships and villages that are wholly or partially included in the Service District, include those identified in Appendix #3.

In an Administrative Findings Resolution, the County Board is authorized from time to time to update the list of jurisdictions and service providers providing service to users within the Service District, as well as corresponding wire center, geographic coverages, and monthly rates, as provided in Appendix #3.

3) Enhanced Wireless 911 Implementation

All Commercial Mobile Radio Service (“CMRS”) or other wireless providers (collectively, “Wireless”) providing service within the Service District are requested and directed to deploy Phase II, E911 service as provided in the wireless emergency service order (“Order”), FCC Docket No. 94-102, adopted June 12, 1996, with an effective date of October 1, 1996, including, but not limited to, provision of number, location and name. The County is Phase II compliant.

Furthermore, Wireless providers operating within the Service District are responsible for sending "X" (longitude), "Y" (latitude), and "Z" (altitude) coordinates for 911 requests for service if Central Dispatch’s provider has the ability to route 911 requests for service based on this information.

4) Enhanced VOIP 911

All providers of voice over internet protocol (“VOIP”) and other communication technologies are required to provide Enhanced 911 services if the computer accessing the System is wire-based. If the device is mobile and/or Wireless, service that is equivalent to or exceeds Phase II is required.

5) Enhanced 911 Services – General Implementation

Commercial wire-based, Wireless, VOIP, and/or other communication technology providers are “Service Suppliers” as that term is used herein. All 911 calls within these exchanges originating from the County must be automatically routed to the primary PSAP. All calls within these exchanges originating from other counties shall be automatically routed as directed by the Enhanced 911 service plans adopted by the County Board of Commissioners from those counties, or, if no such provisions exist, to the appropriate alternate or secondary PSAP for selective routing to the appropriate agency and public safety providers within those counties. Any calls which cannot be automatically routed shall be selectively routed to the appropriate primary PSAP.

The County Board and/or AOB are authorized and directed to take any action necessary to implement the Order, the Act, this Plan or any other applicable state or federal law existing or subsequently adopted.

6) Updates

In an Administrative Findings Resolution, the County Board shall periodically update the wire, Wireless, digital, and fiber service providers regularly providing service within the Service District.

**IV.**  
**OPERATIONAL CONSIDERATIONS**

1) PSAP

All primary PSAP designations in any existing Plan, as well as accompanying notices of intent to serve as primary PSAP, are preserved. If no PSAP designations are currently on file with the County Clerk, the primary PSAP will be Central Dispatch located at 300 S. Highlander Way, Howell MI 48843. If Central Dispatch does not presently provide dispatch services, it shall contract with an appropriate dispatch operation to provide primary PSAP services, consistent with the Act and this Plan, in the discretion of the AOB. All current PSAPs, the public agencies dispatched, and the dispatch method are identified in Appendix #4. In an Administrative Findings Resolution, the County Board is authorized from time to time to update the list of PSAPs, public agencies dispatched and dispatch methods as provided in Appendix #4.

All primary PSAPs must be staffed 24 hours per day, every day of the year, and shall have at least 1 device for receiving calls for service from hearing or speech-impaired persons.

If a local unit of government or public safety agency within the Service District, that is identified in the Plan as being a primary PSAP or that has filed an intention to serve as a primary PSAP under the Act and Plan, and subsequently files a Notice of Intention to cease to function as

a primary PSAP, Central Dispatch shall serve as the primary PSAP for the geographical area previously served by the local unit of government or public safety agency as soon as practicable<sup>1</sup>.

2) Dispatch Methods

All requests for service received via the System will be processed by the Direct Dispatch Method and/or Relay Method. Calls for service from jurisdictions outside the geographical boundaries of the County, but which are included in this Plan, will be handled by the Manual Transfer Method. If, at any time, Selective Routing Transfer of the Manual Transfer Method becomes unusable, the calls for service will be routed by the Relay Method.

While the Plan is designed solely for the benefit of the residents of the County, portions of other counties may be affected by the implementation of this Plan. Agreements shall be reached with these communities as to the proper forwarding of those 911 calls that originate beyond the boundaries of this Service District.

3) Training

The AOB or the AOB's designee will ensure all emergency telecommunicators meet state mandated designation and that all emergency telecommunicators receive appropriate training for their function. All primary PSAPs functioning under this Plan shall apply for training funds annually with the State 9-1-1 Committee so long as the Act allows for such training funds.

4) General Implementation

The AOB may require that all public and private safety agencies providing emergency response services within the Service District register with the County Clerk and execute service agreements with Central Dispatch. The AOB may, by resolution, impose reasonable time limits on the registration and require periodic updates. The AOB, in conjunction with the Director, shall establish dispatch protocols consistent with the Act. The AOB will consider local government agreements with public and private safety agencies, but is not obligated to restrict its dispatching based on those agreements. Furthermore, any agreement that the AOB may make for the County with public and/or private safety agencies will take precedent over any inconsistent local governmental agreement.

5) Agencies and Updates

Central Dispatch will dispatch all current public and/or private agencies responding within the County for police, fire, or ambulance calls for service, unless a memorandum of understanding or contract is agreed upon by the AOB and approved by the County Board allowing out-of-county agencies to respond within the Service District. The current agencies and dispatch methods are identified in Appendix #4. In an Administrative Findings Resolution, the County Board is authorized from time to time to update the list of public and private agencies providing emergency response services within the Service District and the corresponding dispatch methods.

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<sup>1</sup> "Practicability" shall be determined in the sole discretion of the County Board after consultation with the 911 Board and local unit of government affected.



V.  
**MANAGERIAL CONSIDERATIONS**

1) PSAP Management

Each public or private public safety agency which files a Notice of Intent to function as a PSAP (either primary or secondary) accepts the responsibility for the management of the PSAP, including, but not limited to, the operational configuration, budgetary needs, staffing, training, level of service, and equipment needs for the geographic boundaries identified in the Notice of Intent.

Management of each PSAP will be in accordance with the policies and procedures of the public safety agency that operates the PSAP.

2) Livingston County 911 Advocacy Oversight Board

The AOB shall preside as an advisory board over all PSAP's located within the Service District. The AOB shall meet at least quarterly and at such other times as the membership shall determine. The AOB shall be a "district board" as that term is used in Sections 301 and 320 of the Act.

The AOB shall consist of 5 primary members, and 5 alternate members to maintain this Plan and administer the provision of E911 to the Service District. Primary and alternate members shall not be synonymous of each other.

The AOB primary members is to be composed of 1 representative from each of the following agencies:

- Michigan Department of State Police Local Commander – Mandatory per the Act
- Livingston County Sheriff's Office – Mandatory per the Act
- Livingston County Municipal Police Departments
- Livingston County Fire Departments
- Livingston County EMS

The AOB's alternate members are to be composed of 1 representative from each of the following agencies:

- Michigan Department of State Police Local Commander – designee
- Livingston County Sheriff's Office
- Livingston County Municipal Police Departments
- Livingston County Fire Departments
- Livingston County EMS

The County Board shall appoint all members of the AOB who are not specifically identified officers, or representatives of, specifically identified Local Units or Departments. All member terms on the AOB shall be a consecutive term of 2 years, although they shall terminate if the member retires, resigns, or is removed from the public position that led to his or her appointment. All AOB members shall serve without recompense provided by the AOB or the County. Each member, upon his/her proper appointment under this Plan, shall be deemed appointed by the County Board and shall serve with the best interests of the entire County in mind regardless of the

constituency or Local Unit in which he or she was appointed as having some representative interest.

A majority of the members of the AOB (3 of 5) shall constitute a quorum for the transaction of business and questions arising at meetings. The AOB shall be responsible for electing a chairperson and a vice-chairperson on an annual basis. The County Board must approve any bylaws approved and recommended by the AOB. The County Board, through intergovernmental agreement or by this resolution under this Plan, may create a separate legal entity to serve as the primary PSAP for all or portions of the Service District.

The County may indemnify members of the AOB, subject specifically to and only to, the terms of the County coverage with its insurance company, against expense actually and necessarily incurred by them in connection with the defense of any action or suit claiming money damages in which they or any of them are made parties by reason of any matter relating to the affairs of Central Dispatch; provided, however, the County shall not confess or be adjudged or found guilty by any court of competent jurisdiction of fraud, misconduct, in the performance by such member(s) of his/her duties to the AOB.

The AOB may also appoint a Technical Advisory Committee ("TAC") that is to be composed of a majority of law enforcement representatives. The TAC shall be the "governing body" of the Central Dispatch for purposes of ensuring LEIN and NCIC compliance as described in R 28.5204. The AOB shall approve the TAC's bylaws and prescribe additional duties and responsibilities to it at the AOB discretion and, except for LEIN and NCIC activities, and its oversight.

The County Board may appoint a 911 Director, subject to its County's personnel policies and rules.

The 911 Director shall be responsible for, but not limited to, establishing services required, dispatch protocols, and working with the AOB and County Board.

## **VI.**

### **FISCAL CONSIDERATIONS**

#### **1) Technical Charges**

##### **A. Estimated Network Costs<sup>2</sup>**

Each wire-based Service Supplier within the Service District shall provide a billing and collection service for an emergency telephone technical charge from all service users within the geographical boundaries of the Service District. The Act presently provides for calculation of a 2% cap for recurring charges and a 5% cap for nonrecurring charges based on the highest monthly base rate in the emergency telephone district or \$20.00 whichever is lesser. This Plan authorizes the imposition and collection of this technical charge as provided in the Act. Each service provider

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<sup>2</sup> All rates are subject to annual review and Tariff Revision. Revenue projections and rates are based on lines as existed in 1995. The terms of certain rates and charges have expired, but are retained for informational purposes. The inclusion of these rates is not designed or intended to provide new or renewed authorization for these rates beyond their original term, and shall not be so construed.

shall provide the AOB with any technical surcharges authorized by the Michigan Public Service Commission, including any changes to Central Dispatch if such information is requested by the AOB. If the Act is modified to reduce or expand these caps, this Plan shall be automatically adjusted without modification to authorize or establish such revised caps.

B. Estimated Network Charges

Network charge will be collected by each wire-based Service Supplier from all subscribers in the Service District, as approved by the Michigan Public Service Commission.

The Act requires each agency operating a PSAP to pay for all terminal equipment installation and for the actual PSAP equipment either through rental or capital acquisition. If the Act is modified, this Plan shall be automatically modified regarding the provision of such terminal or technical equipment.

2) Operational Funding

To finance the delivery of primary PSAP services, the County Board, in coordination with the AOB, is authorized and directed to implement, receive and expend, consistent with all applicable laws and County resolutions, any voter approved mileages, 911 operational surcharges, or any other funding provided under state or federal law, including, but not limited to, such fees authorized, imposed, and collected under the Act. The County Board is authorized to make any request for funding from the Michigan Public Service Commission or State 9-1-1 Committee pursuant to the Act.

In the event that millage and/or County 911 operational surcharge revenues are insufficient to cover the costs of financing Central Dispatch, the County Board is authorized to negotiate fees for primary PSAP and public safety dispatch services rendered to public and private safety agencies and other emergency service providers dispatched by Central Dispatch, and if such fees cannot be negotiated, to set them at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the public or private safety agencies. Furthermore, the AOB is authorized to set a service user fee for all public and private safety agencies and other emergency service providers dispatched by Central Dispatch at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the service user or on his/ her behalf or on behalf of a person or entity receiving the benefit of the emergency service. The County Board and/or the AOB may impose such fees through resolution or implementing ordinance, including authorization to the State of Michigan District Court system to collect such fees from the party adjudicated at fault for creating the emergency service condition through civil and criminal infraction proceedings. The County Board and/or AOB may authorize the initiation of civil court proceedings to collect any such service user fee.

The share of the State of Michigan wireless surcharge revenue belonging to Central Dispatch is provided under the Act to expend such funds on equipment and services benefiting the wireless telephone citizens operating within the County.

3) Past Plans or Amendments

These provisions are intended to modify, amend, supersede and replace any and all prior Plan(s) or Plan Amendment(s). This Plan may be amended in any manner and at any time consistent

with the Act.

### EXECUTION AND ACKNOWLEDGEMENT

Date: \_\_\_\_\_

\_\_\_\_\_  
, Chairperson  
Livingston County Board of  
Commissioners

I, \_\_\_\_\_, the Livingston County Clerk, hereby attest that the Livingston  
County Board of Commissioners approved this plan on \_\_\_\_\_, and authorized the  
Chairperson to execute it on its behalf, which occurred in my presence.

Date: \_\_\_\_\_

\_\_\_\_\_  
Livingston County Clerk



## **APPENDICES**

Appendix #1	Notice of Intent to Function as a PSAP
Appendix #2	Notice of Exclusion (Full Jurisdiction) and Notice of Exclusion (Partial Jurisdiction)
Appendix #3	Service District, Affected Units of Government within Livingston County
Appendix #4	List of Public Agencies Serviced by the 911 Network, and Dispatch Methods

## **APPENDIX #1**

### **NOTICE OF INTENT TO FUNCTION AS A PSAP**

Pursuant to the provisions of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public safety agency has 45 days after receipt of this tentative 911 Service Plan to file with the County Clerk a Notice of Intent to Function as a PSAP. The notice shall be in substantially the following form:

### **NOTICE OF INTENT TO FUNCTION AS A PSAP**

Pursuant to Section 307 of the Emergency Telephone Service Enabling Act, \_\_\_\_\_  
shall function as a PSAP within the 911 Service Plan adopted by resolution of the Livingston  
County Board of Commissioners on \_\_\_\_\_.

\_\_\_\_\_  
(Appropriate official)

\_\_\_\_\_  
(Second)

## APPENDIX #2

### 1. **Notice of Exclusion -- (Full Jurisdiction)**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, Michigan Public Act of 32 of 1986, as amended, each public agency has 45 days after receipt of the Final 911 Service Plan to file a Notice of Exclusion from the 911 Service District with the County Clerk. The Notice of Exclusion shall be in substantially the following form:

#### **NOTICE OF EXCLUSION FROM THE 911 SERVICE DISTRICT**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, the \_\_\_\_\_ of \_\_\_\_\_ hereby notifies the Livingston County Board of Commissioners that the \_\_\_\_\_ of \_\_\_\_\_ is excluded from the 911 Service District established by the Final 911 Service Plan adopted by the Livingston County Board of Commissioners on (date).

\_\_\_\_\_  
(Clerk or other appropriate official)

**APPENDIX #2 (CONT.)**

**2. Notice of Exclusion – (Partial Jurisdiction)**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, Michigan Public Act of 32 of 1986, as amended, each public agency has 45 days after receipt of the Final 911 Service Plan to file a Notice of Exclusion from the 911 Service District with the County Clerk. If less than the entire jurisdiction of a public agency is to be excluded, the Notice of Exclusion shall be in substantially the following form:

**NOTICE OF EXCLUSION FROM THE 911 SERVICE DISTRICT**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, the \_\_\_\_\_ of \_\_\_\_\_ hereby notifies the Livingston County Board of Commissioners that the \_\_\_\_\_ of \_\_\_\_\_ described on the attached map is excluded from the 911 Service District established by the Final 911 Service Plan adopted by the Livingston County Board of Commissioners on (date).

\_\_\_\_\_  
(Clerk or other appropriate official)



### **APPENDIX #3**

#### **JURISDICTIONS AND SERVICE SUPPLIERS WITHIN SERVICE PLAN**

The following townships, villages and cities exist in whole or in part with Livingston County and, therefore, the Service District created by this Plan:

**TOWNSHIPS OF: Conway, Cohoctah, Deerfield, Tyrone, Handy, Howell, Oceola, Hartland, Iosco, Marion, Genoa, Brighton, Unadilla, Putnam, Hamburg, and Green Oak.**

**VILLAGES OF: Fowlerville and Pinckney**

**CITIES OF: Howell and Brighton**

The following service suppliers as that term is used in the Act, operate within the Service District, using the following wire centers or operating in the following geographic area and charging the following rates:

<b><u>Service Provider</u></b>	<b><u>Wire Center or Geographic Coverage</u></b>	<b><u>Highest Monthly Rate</u></b>

## **APPENDIX #4**

### **PSAP, PUBLIC SERVICE AGENCIES, AND DISPATCH METHODS**

#### **Livingston County 911 Central Dispatch PSAP**

##### **LAW ENFORCEMENT AGENCIES:**

**Agency Name: Michigan State Police & DNR – Brighton Post**

**Address: 4337 Buno Rd., Brighton, MI 48114**

**Business Line: 810-227-1051**

**Dispatch Method: 800 MHz Radio**

**Jurisdiction: Livingston County**

**Agency Name: Livingston County Sheriff**

**Address: 150 S. Highlander Way, Howell, MI 48843**

**Business Line: 517-546-2440**

**Dispatch Method: 800 MHz Radio**

**Jurisdiction: Livingston County**

**Agency Name: Hamburg Township Police Department**

**Address: 10409 Merrill Rd., Hamburg, MI 48139**

**Business Line: 810-231-9391**

**Dispatch Method: 800 MHz Radio**

**Jurisdiction: Hamburg Township**

**Agency Name: Green Oak Township Police Department**

**Address: 9400 Whitmore Lake Rd., Brighton, MI 48116**

**Business Line: 810-231-9626**

**Dispatch Method: 800 MHz Radio**

**Jurisdiction: Green Oak Township**

**Agency Name: Unadilla Township Police Department**

**Address: 126 Webb St, Gregory, MI 48137**

**Business Line: 734-498-2325**

**Dispatch Method: 800 MHz Radio**

**Jurisdiction: Unadilla Township**

**Agency Name:** Howell Police Department  
**Address:** 611 E. Grand River Ave. #201, Howell, MI 48843  
**Business Line:** 517-546-1330  
**Dispatch Method:** 800 MHz  
**Jurisdiction:** City of Howell

**Agency Name:** Brighton City Police Department  
**Address:** 440 S. 3<sup>rd</sup> St, Brighton, MI 48116  
**Business Line:** 810-227-2700  
**Dispatch Method:** 800 MHz Radio  
**Jurisdiction:** City of Brighton

**Agency Name:** Fowlerville Village Police Department  
**Address:** 213 S. Grand Ave, Fowlerville, MI 48836  
**Business Line:** 517-223-8711  
**Dispatch Method:** 800 MHz Radio  
**Jurisdiction:** Village of Fowlerville

**Agency Name:** Pinckney Village Police Department  
**Address:** 220 S. Howell St, Pinckney, MI 48169  
**Business Line:** 734-878-3700  
**Dispatch Method:** 800 MHz Radio  
**Jurisdiction:** Village of Pinckney

#### **FIRE DEPARTMENTS:**

**Agency Name:** Hamburg Township Fire Department (Including all sub-stations)  
**Main Address:** 3666 M-36, Pinckney, MI 48169  
**Business Line:** 810-222-1100  
**Dispatch Method:** VHF Simulcast/800 MHz  
**Jurisdiction:** Hamburg Township

**Agency Name:** Howell Area Fire Department (Including all sub-stations)  
**Main Address:** 1211 W. Grand River Ave, Howell, MI 48843  
**Business Line:** 517-546-0560  
**Dispatch Method:** VHF Simulcast/800 MHz  
**Jurisdiction:** Cohoctah Twp., Howell Twp., Marion Twp., Oceola Twp., Howell City

**Agency Name: Brighton Area Fire Authority (Including all sub-stations)**

**Main Address: 615 W. Grand River Ave, Brighton, MI 48116**

**Business Line: 810-229-6640**

**Dispatch Method: VHF Simulcast/800 MHz**

**Jurisdiction: Genoa Twp., Brighton Twp., Brighton City**

**Agency Name: Fowlerville Area Fire Department (Including all sub-stations)**

**Main Address: 200 N. Grand St, Fowlerville, MI 48836**

**Business Line: 517-223-8561**

**Dispatch Method: VHF Simulcast/800 MHz**

**Jurisdiction: Conway Twp., Handy Twp., Iosco Twp., Village of Fowlerville**

**Agency Name: Putnam Township Fire Department (Including all sub-stations)**

**Main Address: 3250 W. M 36, Pinckney, MI 48169**

**Business Line: 734-878-6788**

**Dispatch Method: VHF Simulcast/800 MHz**

**Jurisdiction: Putnam Twp.**

**Agency Name: Hartland Deerfield Fire Authority (Including all sub-stations)**

**Main Address: 3205 Hartland Rd., Hartland, MI 48353**

**Business Line: 810-632-7676**

**Dispatch Method: VHF Simulcast/800 MHz**

**Jurisdiction: Hartland Twp., Deerfield Twp., Southern half of Tyrone Twp.**

**Agency Name: Unadilla Township Fire Department (Including all sub-stations)**

**Main Address: 116 Main St, Gregory, MI 48137**

**Business Line: 734-498-2551**

**Dispatch Method: VHF Simulcast/800 MHz**

**Jurisdiction: Unadilla Twp.**

**Agency Name: Green Oak Charter Township Fire Department (Including all sub-stations)**

**Main Address: 9384 Whitmore Lake Rd, Brighton, MI 48116**

**Business Line: 810-231-3663**

**Dispatch Method: VHF Simulcast/800 MHz**

**Jurisdiction: Green Oak Twp.**



**Agency Name:** Fenton Township Fire Department  
**Main Address:** 2191 Bowles St, Fenton, MI 48430  
**Business Line:** 810-629-1911  
**Dispatch Method:** Call to Genesee County Central Dispatch  
**Jurisdiction:** North-west portion of Tyrone Twp.

**Agency Name:** Fenton Fire Department  
**Main Address:** 205 E. Caroline St, Fenton, MI 48430  
**Business Line:** 810-629-2242  
**Dispatch Method:** Call to Fenton City Dispatch  
**Jurisdiction:** North-east portion of Tyrone Twp.

**AMBULANCE AGENCIES:**

**Agency Name:** Livingston County EMS (Including all sub-stations)  
**Main Address:** 1911 Tooley Rd., Howell MI 48855  
**Business Line:** 517-546-6220  
**Dispatch Method:** VHF Simulcast/800 MHz Radio  
**Jurisdiction:** Livingston County

**Agency Name:** Huron Valley Ambulance  
**Main Address:** 1200 State Circle, Ann Arbor, MI 48108  
**Business Line:** 734-994-4111  
**Dispatch Method:** Call to Huron Valley Ambulance Dispatch  
**Jurisdiction:** Mutual Aid to South-east portion of Green Oak Twp.

**Agency Name:** Stockbridge Area Ambulance  
**Main Address:** 109 S. Center St, Stockbridge, MI 49285  
**Business Line:** 517-851-7943  
**Dispatch Method:** Call to Ingham County 911 Central Dispatch  
**Jurisdiction:** Mutual Aid to Unadilla Twp.

**APPENDIX #4 Cont.**

**PSAP**

**LAW ENFORCEMENT AGENCIES:**

**Agency Name:**

**Address:**

**Business Line:**

**Dispatch Method:**

**Jurisdiction:**

**FIRE DEPARTMENTS:**

**Agency Name:**

**Address:**

**Business Line:**

**Dispatch Methods:**

**Jurisdiction:**

**AMBULANCE AGENCIES:**

**Agency Name:**

**Address:**

**Business Line:**

**Dispatch Methods:**

**Jurisdiction:**

**MISCELLANEOUS AGENCIES:**

**Agency Name:**

**Address:**

**Business Line:**

**Dispatch Methods:**

**Jurisdiction:**

RESOLUTION

NO: 2020-01-017

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Authorizing the Elimination of a Full-time Dispatcher Position and Creation of a Part-time Quality Improvement Specialist Position – Central Dispatch**

**WHEREAS,** the 911 Central Dispatch Department has a need for a part-time Quality Improvement Specialist position; and

**WHEREAS,** for purposes of continuity and maintaining the established high standards for delivery of 911 service to the community and first responders of Livingston County, the 911 Central Dispatch Department would function more efficiently if approval of the part-time Quality Improvement Specialist position were granted; and

**WHEREAS,** the duties of the unofficial part-time Quality Improvement Specialist have been shared by the management team and services were also contracted out to the “National Q” division of Priority Dispatch; these have become difficult to manage, causing strain on both the administration and operations of the center as well as a failure by National Q to deliver the services we need in a timely manner; and

**WHEREAS,** due to the steady increase of emergency and non-emergency incidents, fluctuations in staffing levels, consistent on-going training, state and inner-departmental training requirements, certifications, continuing education requirements, there is a need for an onsite additional dedicated part-time Quality Improvement Specialist; and

**WHEREAS,** additionally, this will be a cost savings to the department as there will no longer be a need to contract out services to National Q and we are eliminating one (1) of the full-time dispatcher positions to acquire this needed position; and

**WHEREAS,** funding for same is available in the 911 Central Dispatch Budget.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby establish the part-time Quality Improvement Specialist position in the 911 Central Dispatch Department.

**CURRENT:**

Position #	Description	Group/BU	FTE	Status
32500121	DISPATCHER	911	1.00	A

**PROPOSED:**

Position #	Description	Group/BU	FTE	Status
32500121	DISPATCHER	911	1.00	I
32500146	QUALITY IMPROVE SPECIALIST	NU	0.50	A

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**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorize the appropriate  
Budget Amendment(s) to effectuate the above.

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MOVED:  
SECONDED:  
CARRIED:





# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Chad Chewning, 911 Director**  
**Date: January 6, 2020**  
**Re: Part-Time Quality Improvement Specialist Position**

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Throughout the course of the past several years, Livingston County 911 has been established as a high-functioning central dispatch center which has earned accreditations for providing services in Emergency Medical Dispatch (EMD), Emergency Police Dispatch (EPD), and Emergency Fire Dispatch (EFD). The accreditations are not only an honor to receive as awards, but they also depict the high-quality of performance we have set as our standard for providing emergency and non-emergency services to the residents, visitors, and public safety responders of Livingston County.

As we continue to increase services and train new staff, it has been difficult to provide the training and feedback the dispatchers need to continue providing this same high-level of service. We have been sharing these duties amongst the management team with the full-time Quality Improvement Specialist, as well as contracting services out through Priority Dispatch's National Q division to assist in reviewing calls for all three disciplines. The quality of service we provide has begun to suffer due to lack of consistent quality call-reviewing from National Q, and additionally they are unable to provide feedback for calls in a timely manner. National Q runs 2-3 weeks behind and while we are taking an average of 400-450 calls per day, we must be reviewing more than just the minimum required calls, and providing feedback for calls at a much faster turnaround time to provide training and improve poor performance.

The part-time Quality Improvement Specialist position would be an in-house, onsite position that will fulfill the current needs of training and dispatch call-review and follow up to assist us in reaching our previous level of high-standard performance and to continue maintaining those excelling quality standards. We are trading one (1) full-time dispatcher position to acquire this position and will also cancel the National Q services which will be a cost savings to the department. Thank you for your consideration. Please see me with any questions.

## **LIVINGSTON COUNTY JOB DESCRIPTION**

### **QUALITY IMPROVEMENT SPECIALIST - 911**

**Supervised By:** Deputy Director - 911

**Supervises:** No supervisory responsibility

**FLSA Status:** Exempt

#### **Position Summary:**

Under the supervision of the Deputy Director - 911 is responsible for participating in strategic long range planning to develop department goals, management philosophy, policies and resource utilization to provide effective 911 customer service to the community. Responsible for the research, development and implementation of the quality improvement program and participates in the department's CTO system training. Participates in the day-to-day operations of the dispatch center including recruitment, hiring process, and observing and evaluating floor personnel.

#### **Essential Job Functions:**

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Responsible for the research, development, and implementation of a comprehensive quality assurance program. Evaluates administrative and procedural activities of the department as related to customer service and makes recommendations for improvement.
2. Reviews a percentage of calls per month for each employee and produces quality assurance reports using applicable software.
3. Oversees department programs by reviewing forms, reports, and other documents for compliance with operational policies and procedures.
4. Participates in the departmental accreditation process if implemented.
5. Develops, evaluates, and updates new educational programs and testing material for staff.
6. Researches new developments in 911 and provides training as needed.
7. Researches and identifies community education needs and determines an effective strategy for implementation.

8. Assists the department in participating in community organizations to promote the department's image and programs by attending events and preparing materials.
9. Assists with the resolution of internal and/or external complaints.
10. May be required to perform the duties of a dispatcher/trainer.
11. May be required to perform duties outside normal working business hours.
12. Performs other duties as directed.

**Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- Bachelor's Degree in business administration, human resources, emergency management, communications, or related field and three years of progressively more responsible experience in a dispatch communications center including experience as a dispatcher.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Must obtain LEIN Operator, Emergency Medical Dispatch (EMD), and CPR certifications within one year of hire.
- Michigan Vehicle Operator's License.
- Thorough knowledge of the principles and practices of business administration and developing and implementing policies and procedures in an emergency dispatch center.
- Considerable knowledge of trends in emergency management, equipment related to emergency dispatch, researching, developing, and implementing operations and developing policies and procedures for quality improvement and best practices in a dispatch call center,
- Skill in maintaining accurate and detailed records, and applying local, state and federal laws, rules and regulations.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and assisting with developing policy and service recommendations.
- Skill in effectively communicating ideas and concepts orally and in writing.

- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and 911 technologies, Microsoft Suite applications and specialized communications software, databases and equipment.

**Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents, and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 15 lbs. without assistance. Accommodation will be made, as needed, for office employees required to lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate.

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Signature of Employee

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Date

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Signature of 911 Director/Deputy Director

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Date



## CONTACT INFORMATION

Requester: Chad ChewningTitle of Requester: DirectorDept. Phone Number/Extension: 517.540.7682Date Requested: 12/27/2019

## POSITION INFORMATION

Position Title: QI Specialist - Quality Assurance - Part TimeSupervisor: Operations Manager Lowe

1. Is the purpose of this request to fill a position as a result of a vacancy?

Yes ☐ No ☒

If so, name of person last holding this position: \_\_\_\_\_

2. Is the purpose of this request to reclassify a current position?

Yes ☐ No ☒

3. Is the purpose of this request to change the scheduled hours of an existing position?

Yes ☐ No ☒

From: \_\_\_\_\_ To: \_\_\_\_\_

If so, name of current incumbent: \_\_\_\_\_

4. Is the purpose of this request to transfer a current position?

Yes ☐ No ☒

If so, Current Department: \_\_\_\_\_

Proposed Department: \_\_\_\_\_

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐Position Status: Full Time (30+) ☐ Part-Time (21-29) ☒ Part-Time (20 or Less) ☒ Number of hours per week: 20Justification of request / change of position (REQUIRED): New position

## FUNDING INFORMATION

Base Annual Salary: \$27,235/HR27.6436/hr 57,499/yrThis position is funded in whole or in part by a grant: Yes ☐ No ☒ % Funded: \_\_\_\_\_Allocation (Required): Current: Org. 261 32500 % 100

Proposed (If changing): Org. \_\_\_\_\_ % \_\_\_\_\_

Position will be funded by: General Fund ☐ Enterprise Fund ☐ Special Revenue Fund ☒ Internal Service Fund ☐

## REQUIRED APPROVALS

Supervisor (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

Department Head Chad Chewning

Date \_\_\_\_\_

## HR OFFICE ONLY

Job Class: 7083 Job Title: Qual Improvement Spec. 911 Grade/Step: 95 / 1FTE: .50 Employee Group: NU HR Reviewed: Ammy Hill Date: 1-8-2020

## BUDGET OFFICE ONLY

Position Control # 32500146 Org. 26132500Funds Available: Yes ☐ No ☐ Object Code: 704000 ☐ 706000 ☐ 706001 ☒Comments: requires Board approvalBudget Reviewed: WattDate: 1/9/2020

Resolution #:

Board Authorized on Date: \_\_\_\_\_





## CONTACT INFORMATION

Requester: Chad ChewningTitle of Requester: DirectorDept. Phone Number/Extension: 517.540.7682Date Requested: 12/27/2019

## POSITION INFORMATION

Position Title: DispatcherSupervisor: Operations Manager Lowe

1. Is the purpose of this request to fill a position as a result of a vacancy?

Yes ☐ No ☒

If so, name of person last holding this position: \_\_\_\_\_

2. Is the purpose of this request to reclassify a current position?

Yes ☐ No ☒3. Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒ From: \_\_\_\_\_ To: \_\_\_\_\_

If so, name of current incumbent: \_\_\_\_\_

4. Is the purpose of this request to transfer a current position?

Yes ☐ No ☒

If so, Current Department: \_\_\_\_\_ Proposed Department: \_\_\_\_\_

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐ Number of hours per week: \_\_\_\_\_Justification of request / change of position (REQUIRED): Eliminate (1) Dispatcher position

## FUNDING INFORMATION

Base Annual Salary: \$37,129.00 This position is funded in whole or in part by a grant: Yes ☐ No ☒ % Funded: \_\_\_\_\_Allocation (Required): Current: Org. 261 32500 % \_\_\_\_\_ Proposed (If changing): Org. \_\_\_\_\_ % \_\_\_\_\_Position will be funded by: General Fund ☐ Enterprise Fund ☐ Special Revenue Fund ☒ Internal Service Fund ☐

## REQUIRED APPROVALS

Supervisor (If applicable) \_\_\_\_\_ Date \_\_\_\_\_

Chad Chewning 12/27/19  
Department Head Date

## HR OFFICE ONLY

Job Class: 6032 Job Title: Dispatcher Grade/Step: DSP / 1FTE: 1.0 Employee Group: 911 HR Reviewed: Army Hill Date: 1-8-2020

## BUDGET OFFICE ONLY

Position Control # 32500121 Org. 26132500Funds Available: Yes ☐ No ☒ Object Code: 704000 ☐ 706000 ☐ 706001 ☐Comments: requires Board approvalBudget Reviewed: [Signature] Date: 1/9/2020

Resolution #: \_\_\_\_\_ Board Authorized on Date: \_\_\_\_\_

RESOLUTION

NO: 2020-01-018

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Authorizing the Signing of the 2020 Administrative Services Agreement, Schedules, and Exhibits for Renewal Term January 2020 to December 2020 with Blue Cross Blue Shield of Michigan**

**WHEREAS,** Livingston County contracts with Blue Cross Blue Shield of Michigan to administer health and dental benefits to its employees and retirees; and

**WHEREAS,** Livingston County has received the 2020 Administrative Services Agreement and various Schedules and Exhibits to renew Livingston County's contract with Blue Cross Blue Shield of Michigan for Administrative Services.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the attached Administrative Services Agreement, Schedules, and Exhibits after review by legal counsel.

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**MOVED:**

**SECONDED:**

**CARRIED:**



**Blue Cross  
Blue Shield  
Blue Care Network**  
of Michigan

Nonprofit corporations and independent licensees  
of the Blue Cross and Blue Shield Association

## GROUP SIGNATURE PAGE

Effective for 01/01/2020 – 12/31/2020

### Between Blue Cross Blue Shield of Michigan and LIVINGSTON COUNTY (CID – 106931)

Group and Blue Cross Blue Shield of Michigan agree to sign the specified documents checked-off below (“Documents”) via this Group Signature Page. Also included are the 2020 Exhibit 1 to Schedule A (Value-Based Provider Reimbursement), the 2020 Schedule B BlueCard Disclosures, and the 2020 Stop Loss Policy (if applicable).

Each party’s Signature is the legal equivalent of a manual / handwritten signature on the specified Documents. By providing their Signatures below, the parties are legally bound by the terms and conditions in the Documents. Group agrees that no certification authority or other third-party verification is necessary to validate Group’s Signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of Group’s Signature or the Documents.

#### Documents Included:

- ☐ **ASC Contract Amendment**
- ☒ **Schedule A**
  - Exhibit 1 to Schedule A
  - ☒ Exhibit 2 to Schedule A
- **Schedule B**
  - Exhibit 1 to Schedule B

#### Stop-Loss Insurance

- **Stop-Loss Policy**
- ☒ Stop-Loss Exhibit

#### **REQUIRES GROUP SELECTION** (Specific Stop Loss Only)

Group is electing **Specific Stop-Loss**  
“Run-Out” Coverage:

☐ Yes ☐ No

Policyholder Initials: \_\_\_\_\_

- ☐ **Amendment to Stop-Loss Insurance**

Upon signature by the parties, this page will be electronically attached to the Documents and stored for reference and record. Group may review this documentation by requesting a copy from their BCBSM salesperson.

#### BLUE CROSS BLUE SHIELD OF MICHIGAN:

#### GROUP CUSTOMER:

<b>By:</b> (Signature)	<b>By:</b> (Signature)
<b>Name:</b> (Print)	<b>Name:</b> (Print)
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**Blue Cross Blue Shield of Michigan**  
**SCHEDULE A – Renewal Term (Effective 01/01/2020 thru 12/31/2020)**  
**Administrative Services Contract (ASC)**

1. **Group Name** LIVINGSTON COUNTY
2. **Customer ID** 106931
3. **ASC Funding Arrangement** Weekly Invoice

4. **Line(s) of Business and Products**

Line of Business	Applicable
Facility	X
Facility Foreign	
Facility Domestic	
Professional	X
Prescription Drugs	X
Dental	X
Vision	
Hearing	

Products	Applicable
Flexlink	

5. **Administrative Fees**

The below administrative fees cover the Lines of Business and Products checked in Section 4 above, unless otherwise indicated.

A. Fixed Administrative Fees	Admin Fee Per Contract Per Month	Estimated Monthly Contracts	Estimated Monthly Admin Fee	Effective Start Date	Effective End Date
i. 2020 Base Admin Fee	\$74.37	556	\$41,349.72	01/01/2020	12/31/2020

**B. Variable Administrative Fees – Not Applicable**

6. **Data Feeds – Not Applicable**

7. **Hospital Advance**

Category	Amount
Hospital Advance	\$255,719.00

8. **Advanced Deposit Monthly Cap Amount – Not Applicable**

9. **BCBSM Account**

1840-09397-3	Comerica	0720-00096
Wire Number	Bank	American Bank Association

10. **Late Payment / Interest Charges**

- A. Late Payment Charge 2%
- B. Health Care Provider Interest Charge 12%

## 11. Buy-Ups

Program	Pricing Method	Unit Price	Unit Volume	Amount	Effective Start Date	Effective End Date
Online Visits	PCPM	\$0.20	556	\$111.20	01/01/2020	12/31/2020
Blue Cross Health & Well-being Access	PCPM	\$1.50	115	\$172.50	01/01/2020	12/31/2020
Physician Health Screening	PCPM	\$1.00	556	\$556.00	01/01/2020	12/31/2020
Wellness Plus	PCPM	\$1.50	556	\$834.00	01/01/2020	12/31/2020
Health Savings Account (HSA)	PCPM	\$2.95	54	\$159.30	01/01/2020	12/31/2020

## 12. Shared Savings Programs

BCBSM has implemented programs to enhance the savings realized by its customers. As stated below, BCBSM will retain as administrative compensation a percent of the recoveries or cost avoidance. Administrative compensation retained by BCBSM through the Shared Savings Program will be available through reports obtained on eBookshelf:

Program:	BCBSM Retention of:	
A. Pre-Payment Forensic Billing Review:	30%	Cost avoidance of improper hospital billing identified by third party vendor(s) through forensic pre-payment billing review.
B. Advanced Payment Analytics:	30%	Recoveries of claims overpayments identified by third party vendor(s) using proprietary data mining analytics and enhanced reviews.
C. Subrogation:	30%	Recoveries of claims overpayments from subrogation efforts.
D. Provider Credit Balance Recovery:	30%	Recoveries of claims overpayments obtained by third party vendor(s) through enhanced review of hospital patient accounting systems.
E. Non-Participating Provider Negotiated Pricing:	30%	Cost avoidance for out-of-network, non-participating Claims equal to the difference between the amount that would have been paid pursuant to the Group's benefit design (before Enrollee cost-share is applied) and the amount actually paid for such Claims (before Enrollee cost-share is applied) as a result of third-party vendor negotiations or benchmark-based pricing.
F. Rebate Service Fee for Medical Prescription Drugs:	10%	Medical benefit drug rebates on Claims incurred in the renewal term net of the Rebate Administrator Fee. The Rebate Administrator Fee is 5.25% of gross rebates for medical benefit drug Claims.
G. Rebate Service Fee for Pharmacy Prescription Drugs:	10%	Pharmacy benefit rebates on Claims incurred in the renewal term net of the Rebate Administrator Fee charged and retained by the Rebate Administrator. The Rebate Administrator Fee is (i) 3% of gross rebates for BCBSM clinical formulary, custom formulary, and custom select formulary drug Claims, including specialty drug Claims and (ii) 8.2% of gross rebates for Part D formulary drug Claims, including Part D specialty drug Claims.



### **13. Traditional Prescription Drug Pricing and Administrative Compensation**

BCBSM has negotiated pricing for prescription drugs with its pharmacy benefit manager ("PBM"). Group acknowledges and agrees the amount BCBSM pays PBM for a prescription drug may be more or less than the amount Group pays BCBSM for such prescription drug. Enrollee coinsurance will be calculated based on the amount Group pays BCBSM for the prescription drug.

In addition to any other administration compensation paid to BCBSM by Group, BCBSM shall retain as administrative compensation as follows for the above Traditional Prescription Drug Pricing arrangement ("Traditional Rx Drug Pricing Admin Fee"):

- a. Up to one (1) percentage point of the aggregated AWP discount BCBSM receives from its PBM for drugs classified by BCBSM as retail (excluding mail order) brand drugs; and
- b. Up to four (4) percentage points of the aggregated AWP discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order generic drugs.

BCBSM's actual Traditional Rx Pricing Admin Fee depends on Group's prescription drug utilization, drug mix, pharmacy choice, and a pharmacy's usual and customary charges. BCBSM will credit Group with any amount that was collected during the Contract Year that exceeds the amounts specified in (a) and (b) above. The amount retained by BCBSM as administrative compensation will be reported to the Group.

Group agrees to timely incorporate language into Group's Summary Plan Description or equivalent document that any Enrollee cost-sharing that is calculated as a percentage will be based upon the amount Group pays BCBSM for the prescription drug.

### **14. 3<sup>rd</sup> Party Rx Vendor Fee**

If Group's prescription drug benefits are administered by a third-party vendor, BCBSM will charge Group an administrative fee of \$5.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage and administer the medical benefit without administering the prescription drug benefit.

### **15. 3<sup>rd</sup> Party Stop-Loss Vendor Fee**

If Group obtains stop-loss coverage from a third-party stop-loss vendor, BCBSM will charge an additional fee of \$8.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage Group's benefits.

### **16. Agent Fees**

This Schedule A does not include any fees payable by Group to an Agent. If Group has an Agent Fee Processing Agreement on file with BCBSM, please refer to that agreement for fees and details.

### **17. Medicare Contracts**

If Group has Medicare contracts that are being separated from the current funding arrangement, all figures within the current funding arrangement will be adjusted.

## **18. Compensation Agreement with Providers**

The Group acknowledges that BCBSM or a Host Blue may have compensation arrangements with providers in which the provider is subject to performance or risk-based compensation, including but not limited to withholds, bonuses, incentive payments, provider credits and member management fees. Often the compensation amount is determined after the medical service has been performed and after the Group has been invoiced. The Claims billed to Group include both service-based and value-based reimbursement to health care providers. Group acknowledges that BCBSM's negotiated reimbursement rates include all reimbursement obligations to providers including provider obligations and entitlements under BCBSM Quality Programs. Service-based reimbursement means the portion of the negotiated rate attributed to a health care service. Value-based reimbursement is the portion of the negotiated reimbursement rate attributable to BCBSM Quality Programs, as described in Exhibit 1 to Schedule A. BCBSM negotiates provider reimbursement rates and settles provider obligations on its own behalf, not Group. Group receives the benefit of BCBSM provider rates, but it has no entitlement to a particular rate or to unbundle the service-based or value-based components of Claims.

BCBSM Quality Programs may also include risk sharing arrangements with certain provider entities ("PE"), e.g., physician organizations, facilities, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside risk for a performance year. The PE's performance will be measured by comparing its total cost of care trend for attributed members to BCBSM's statewide total cost of care trend which may be equated to a per member per month amount. BCBSM will calculate each PE's performance approximately 11 months after the end of a performance year.

If the PE's performance results in a payment of additional reimbursement, Group may be invoiced an additional amount based on its attributed membership to that PE. If the PE's performance results in a return of reimbursement, Group may receive a credit based on its attributed membership to that PE. BCBSM will provide Group with supporting documentation for such amounts. Invoice or credit to Group will occur in conjunction with BCBSM's customer savings refund process as set forth in the administrative services contract.

Notwithstanding the above, in the first year of the program (2020), BCBSM will not invoice Group for any additional reimbursement earned by a PE. Moreover, reimbursement returned to BCBSM will be used to offset any additional reimbursement earned by a PE in the following year. BCBSM will not retain any amounts resulting from such risk sharing arrangements.

See Schedule B to ASC and Exhibit 1 to Schedule A for additional information.

## **19. Out-of-State Claims**

Amounts billed for out-of-state claims may include BlueCard access fees and any value-based provider reimbursement negotiated by a Host Blue with out-of-state providers. See Schedule B to ASC and Exhibit 1 to Schedule A for additional information.

## **Exhibit 1 to the Schedule A: Value-Based Provider Reimbursement**

As in prior years, the Claims billed to Group include amounts that BCBSM reimburses health care providers including reimbursement tied to value. BCBSM has adopted a provider payment model that includes both fee-based and value-based reimbursement. BCBSM does not unbundle Claims and does not retain any portion of Claims as compensation. Provider reimbursement is governed by separate agreements with providers, BCBSM standard operating procedures, and BCBSM Quality Programs, which are subject to change at BCBSM's discretion. BCBSM shall provide Group with at least sixty (60) days' advance written notice of any additions, modifications or changes to BCBSM Quality Programs describing the change and the effective date thereof.

BCBSM negotiates provider reimbursement rates on its own behalf and makes those rates available to customers through its products and networks. The reimbursement rates can, and often do, vary from provider to provider. Providers may qualify for higher reimbursement rates for satisfying requirements of certain BCBSM Quality Programs, including, for example, Pay-for-Performance (PFP) rates and Value Based Contracting (VBK) rates earned by hospitals and Patient Centered Medical Home (PCMH) rates earned by physicians.

Provider reimbursement rates also capture provider commitments to BCBSM Quality Programs. For example, hospitals participating in Hospital Collaborative Quality Initiatives (CQIs) agree to allocate a portion of their reimbursement to fund inter-hospital quality initiatives.

Providers may also receive reward and incentive payments from BCBSM Quality Programs funded through an allocation from provider reimbursement or collected from Group's Customer Savings Refund. Such allocations may be to a pooled fund from which value-based payments to providers are made. For example, pursuant to the Physician Group Incentive Program (PGIP), physicians agree to allocate a percentage of each Claim to a PGIP fund, which in turn makes reward payments to eligible physician organizations demonstrating particular quality and pays physician organizations for participation in collaborative initiatives. Starting in 2019, an additional portion of a provider's contractual reimbursement (the "Risk Allocation") on most claims will be allocated to a Risk Pool for payment to organized systems of care based on cost/quality performance.

BCBSM Quality Programs may also include risk sharing arrangements with certain provider entities ("PE"), e.g., physician organizations, facilities, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside risk for a performance year. The PE's performance will be measured by comparing its total cost of care trend for attributed members to BCBSM's statewide total cost of care trend which may be equated to a per member per month amount. BCBSM will calculate each PE's performance approximately 11 months after the end of a performance year.

If the PE's performance results in a payment of additional reimbursement, Group may be invoiced an additional amount based on its attributed membership to that PE. If the PE's performance results in a return of reimbursement, Group may receive a credit based on its attributed membership to that PE. BCBSM will provide Group with supporting documentation for such amounts. Invoice or credit to Group will occur in conjunction with BCBSM's customer savings refund process as set forth in the administrative services contract.

Notwithstanding the above, in the first year of the program (2020), BCBSM will not invoice Group for any additional reimbursement earned by a PE. Moreover, reimbursement returned to BCBSM will be used to offset any additional reimbursement earned by a PE in the following year. BCBSM will not retain any amounts resulting from such risk sharing arrangements.

As explained in the Blue Card Program disclosure (Schedule B to ASC), an out-of-state Blue Cross Blue Shield Plan (“Host Blue”) may also negotiate fee-based and/or value-based reimbursement for their providers. A Host Blue may include all provider reimbursement obligations in Claims or may, at its election, collect some or all of its value-based provider (VBP) reimbursement obligations through a per attributed member per month (PaMPM) benefit expense, as in, for example, the Blue Distinction Total Care (BDTC) Program. All Host Blue PaMPM benefit expenses for VBP reimbursement will be consolidated on your monthly invoice and appear as “Out-of-State VBP Provider Reimbursement.” The supporting detail for the consolidated amount will be available on e-Bookshelf as reported by each Host Blue Plan. Host Blues determine which members are attributed to eligible providers and calculate the PaMPM VBP reimbursement obligation based only on these attributed members. Host Blue have exclusive control over the calculation of PaMPM VBP reimbursement.

Value-based reimbursement includes other obligations and entitlements pursuant to other BCBSM Quality Programs funded in a similar manner to those described in this Exhibit. Additional information is available at [www.valuepartnerships.com](http://www.valuepartnerships.com) and [www.bcbs.com/totalcare](http://www.bcbs.com/totalcare). Questions regarding provider reimbursement and BCBSM Quality Programs or Host Blue VBP reimbursement should be directed to your BCBSM account representative.

**BLUE CROSS BLUE SHIELD OF MICHIGAN**  
**Exhibit 2 to Schedule A**  
**For Effective 1/1/2020 – 12/31/2020**

- |               |                   |
|---------------|-------------------|
| 1. Group Name | LIVINGSTON COUNTY |
| 2. CID        | 106931            |

This Exhibit 2 to Schedule A modifies and/or supplements the 2020 Schedule A based on any non-standard arrangements with Group. If there is a conflict between the terms of the Schedule A and this Exhibit 2, the terms of this Exhibit 2 will control and govern the rights and obligations of the parties.

1. Modifications to Schedule A:
  - a. Section 5 is modified to add the following:

**Base Admin Fee**

BCBSM agrees to hold the 2020 Base Administrative Fee of \$74.37 PCPM for Year 2021 and Year 2022 contingent on LIVINGSTON COUNTY retaining the current Lines of Business, Medical, Prescription Drugs, Stop-Loss and current enrolled segments.

2. Additional non-standard fees and services are added under a new section, Section 20:

**20. Miscellaneous Fees/Credits**

BCBSM will provide LIVINGSTON COUNTY a one-time Implementation Credit of \$100,000 contingent upon the Group renewing all lines of business with BCBSM and the Schedule A is signed by the Group. A line item credit will be issued and made available to the Group's invoice by January 31, 2020.



**Schedule B  
BlueCard Disclosures  
Inter-Plan Arrangements**

**Out-of-Area Services**

**Overview**

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Enrollees access healthcare services outside the geographic area BCBSM serves, the Claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSM for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSM serves, Enrollees obtain care from Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Enrollees may obtain care from Providers in the Host Blue geographical area that do not have a contractual agreement (“Nonparticipating Providers”) with the Host Blue. BCBSM remains responsible for fulfilling its contractual obligations to you. BCBSM’s payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when paid as medical claims / benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSM to provide the specific service or services, are not processed through Inter-Plan Arrangements.

**A. BlueCard® Program**

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Enrollees access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

**1. Liability Calculation Method Per Claim – In General**

**a. Enrollee Liability Calculation**

The calculation of the Enrollee liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the Participating Provider's billed covered charges or the negotiated price made available to BCBSM by the Host Blue.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue’s local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider’s billed charge and

the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

#### **b. Group Liability Calculation**

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment / Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

### **2. Claims Pricing**

The Host Blue determines a negotiated price, which is reflected in the terms of each Host Blue's healthcare Provider contracts. The negotiated price made available to BCBSM by the Host Blue may be represented by one of the following:

- (i) an actual price. An actual price is a negotiated payment in effect at the time a Claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed charges for covered services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare Providers or a similar classification of its Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or an average price in its respective Provider agreements. The use of estimated or average pricing may result in a difference (positive or negative) between the price Group pays on a specific Claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Enrollee and Group is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Group will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Group. If Group terminates, Group will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated / drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

### **3. BlueCard Program Fees and Compensation**

Group understands and agrees to reimburse BCBSM for certain fees and compensation which BCBSM is obligated under the BlueCard Program to pay to the Host Blue, to the Blue Cross and Blue Shield Association (BCBSA), and/or to vendors of BlueCard Program related services. The specific Blue Card Program fees and compensation that are charged to Group and which Group is responsible related to the foregoing are set forth in Exhibit 1 to this Schedule B. BlueCard Program Fees and compensation may be revised annually from time to time as described in H below.

### **B. Negotiated Arrangements**

With respect to one or more Host Blue, instead of using the BlueCard Program, BCBSM may process your Enrollee claims for covered healthcare services through Negotiated Arrangements.

In addition, if BCBSM and Group have agreed that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in BCBSM's Negotiated Arrangement(s) for National Accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Enrollees access such network(s). In negotiating such arrangement(s), BCBSM is not acting on behalf of or as an agent for Group, the Group's health care plan or Group Enrollees.

#### **1. Enrollee Liability Calculation**

Enrollee liability calculation for covered healthcare services will be based on the lower of either billed covered charges for covered services or negotiated price that the Host Blue makes available to BCBSM that allows Group's Enrollees access to negotiated participation agreement networks of specified Participating Providers outside of BCBSM's service area.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment / Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

#### **2. Group Liability Calculation**

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under the contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed

charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

### **3. Claims Pricing**

Same as in the BlueCard Program above.

### **4. Fees and Compensation**

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangement may be revised annually as described in section H below. In addition, the participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to Group under the Negotiated Arrangements are set forth in Exhibit 1 to this Schedule B.

## **C. Special Cases: Value-Based Programs**

### *Value-Based Programs Overview*

Group Enrollees may access covered healthcare services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment / Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

### *Value-Based Programs under the BlueCard Program*

### *Value-Based Programs Administration*

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost / quality goals in the following ways, including but not limited to retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to BCBSM, which BCBSM will pass directly on to Group as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives / Shared Savings settlements is part of the Claim. These charges are passed to Group via an enhanced Provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor

(e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the Claim, they may be billed as a Per Attributed Member Per Month (PaMPM) amount for Value-Based Programs incentives / Shared Savings settlements to Group outside of the Claim system. BCBSM will pass these Host Blue charges directly through to Group as a separately identified amount on the Group's invoices.

The amounts used to calculate either the supplemental factors for estimated pricing or PaMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, the Host Blue will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PaMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PaMPM price methods, described above, are calculated. If Group terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of the administrative services contract.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated / drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

**Note:** Enrollees will not bear any portion of the cost of Value-Based Programs except when the Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

#### *Care Coordinator Fees*

The Host Blue may also bill BCBSM for Care Coordinator Fees for Covered Services which BCBSM will pass on to Group as follows:

1. PaMPM billings; or
2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare



Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement / contract, BCBSM and Group will not impose Enrollee cost sharing for Care Coordinator Fees.

#### *Value-Based Programs under Negotiated Arrangements*

If BCBSM has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Enrollees, BCBSM will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

#### **D. Return of Overpayments**

Recoveries of overpayments from a Host Blue or its Participating Providers and Nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare Provider bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts determined in the ways noted above will be applied so that corrections will be made, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from the Host Blue to BCBSM they will be credited to the Group account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments or recovery amounts. The fees of such a third party may be charged to Group as a percentage of the recovery.

Unless the Host Blue agrees to a longer period of time for retroactive cancellations of membership, the Host Blue will provide BCBSM the full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSM will request such refunds for a period of up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this agreement / contract.

#### **E. Inter-Plan Programs: Federal / State Taxes / Surcharges / Fees**

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSM will provide prior written notice of any such surcharge, tax or other fee to Group, which will be Group liability.

#### **F. Nonparticipating Healthcare Providers Outside BCBSM's Service Area**

##### **1. Enrollee Liability Calculation**

###### **a. In General**

When covered healthcare services are provided outside of BCBSM's service area by Nonparticipating Providers, the amount an Enrollee pays for such services will generally be based on either the Host Blue's Nonparticipating Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

###### **b. Exceptions**

In some exception cases, BCBSM may pay Claims from Nonparticipating Providers outside of BCBSM's service area based on the Provider's billed charge, such as in situations where an Enrollee did not have reasonable access to a Participating Provider, as determined by BCBSM in BCBSM's sole and absolute discretion or by applicable state law. In other exception cases, BCBSM may pay such Claims based on the payment BCBSM would make if BCBSM were paying a Nonparticipating Provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area Nonparticipating Provider payment. BCBSM may choose to negotiate a payment with such a Provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

## **2. Fees and Compensation**

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group and that Group will be responsible for in connection with the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in H below.

## **G. Blue Cross Blue Shield Global Core (Formerly known as BlueCard Worldwide® Program)**

### **1. General Information**

If Enrollees are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered healthcare services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists Enrollees with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Enrollees receive care from Providers outside the BlueCard service area, the Enrollees will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

- **Inpatient Services**

In most cases, if Enrollees contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Enrollees to pay for covered inpatient services, except for their cost-share amounts / deductibles, coinsurance, etc. In such cases, the hospital will submit Enrollee Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Enrollee paid in full at the time of service, the Enrollee must submit a Claim to obtain reimbursement for covered healthcare services. Enrollees must contact BCBSM to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard service area will typically require Enrollees to pay in full at the time of service. Enrollees must submit a Claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Enrollees pay for covered healthcare services outside the BlueCard service area, they must submit a Claim to obtain reimbursement. For institutional and professional claims, Enrollees should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSM, the Blue Cross Blue Shield Global Core Service Center, or online at [www.bcbsglobal.com](http://www.bcbsglobal.com). If Enrollees need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

## **2. Blue Cross Blue Shield Global Core Program-Related Fees**

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group under the Blue Cross Blue Shield Global Core Program and that Group is responsible for relating to the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section H below.

### **H. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSM shall provide Group with at least sixty (60) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Group right to terminate the ASC without penalty by giving written notice of termination before the effective date of the change. If Group fails to respond to the notice and does not terminate the ASC during the notice period, Group will be deemed to have approved the proposed changes, and BCBSM will then allow such modifications to become part of the ASC.

### **Exhibit 1 to the Schedule B**

BlueCard Program Access Fees may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in BCBSM's administrative fee, unless otherwise agreed to by Group. The BlueCard Access Fee is charged by the Host Blue to BCBSM for making its applicable Provider network available to Group's Enrollees. The BlueCard Access Fee will not apply to Nonparticipating Provider Claims. The BlueCard Access Fee is charged on a per-Claim basis and is charged as a percentage of the discount / differential BCBSM receives from the applicable Host Blue and is capped at \$2,000.00 per Claim. The percentages for 2020 are:

1. 3.97% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 2.21% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 2.05% for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts;

For Groups with more than 50,000 Blue PPO or traditional enrolled contracts, Blue Card Access Fees are waived and not charged to the Group. If Group's enrollment falls below 50,000 PPO enrolled contracts, BCBSM passes the BlueCard Access Fee, when charged, directly on to the Group.

Instances may occur in which the Claim payment is zero or BCBSM pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSM will pay the Host Blue's Access Fee and pass it directly on to the Group as stated above even though the Group paid little or had no Claim liability.



**STOP-LOSS INSURANCE POLICY**  
between

**BLUE CROSS BLUE SHIELD OF MICHIGAN**  
a Nonprofit Mutual Insurer

**Herein called "the Company"**

and

LIVINGSTON COUNTY

**Herein called "the Policyholder"**

The Exhibit attached hereto and made a part of this Policy shall establish the Policyholder's Group Name, Customer ID, and the Policy Period.

In consideration of the Exhibit attached hereto and in consideration of the payment made by the Policyholder of all premiums when due as hereinafter provided, the Company agrees to make the payments herein specified, subject to the provisions and conditions of this Policy.

All definitions of the administrative services agreement between the Policyholder and the Company (herein called the "Administrative Services Contract") shall apply equally to this Policy unless otherwise specified in this Policy or the Exhibit.

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE POLICYHOLDER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE POLICYHOLDER IS A NON-SUBSCRIBER, THE POLICYHOLDER LOSES THOSE BENEFITS THAT WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE POLICYHOLDER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

This Policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218, MCL 500.2236.



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## SECTION I DEFINITIONS

Additional definitions applicable to this Policy are contained in the Administrative Services Contract.

1. **"Additional Administrative Compensation" or "AAC"** has the meaning as defined in the applicable Administrative Services Contract.
2. **"Aggregate Stop-Loss Coverage"** means the Amounts Billed during the Policy Period (less Specific (Individual) Stop-Loss Claims, if any) that exceed the Aggregate Attachment Point. For any aggregate credits to be provided, a twelve-month Policy Period is required.
3. **"Aggregating Specific Deductible"** means a deductible, in addition to the specific Attachment Point, that must be satisfied during the Policy Period before Amounts Billed are reimbursable under this Policy.
4. **"Amounts Billed"** means paid Claims in addition to the combined amount of BlueCard Fees and AAC, if any. AAC and/or BlueCard Fees shall only be included as "Amounts Billed" where such AAC or fees are paid in association with the types of Claims Covered specified on the Exhibit and in settlement of Claims for any benefits under the Plan, and are:
  - (a) In the case of new coverage or existing customer adding Stop-Loss coverage: (i) incurred and paid during the Policy Period or (ii) incurred prior to and paid during the Policy Period for which Policyholder is not reimbursed or paid by the prior Stop-Loss carrier, as specified on the Exhibit.
  - (b) In the case of a renewal of existing coverage, incurred on or after the Original Effective Date of Policy and paid during the most current Policy Period, as specified on the Exhibit.
  - (c) Paid during the Run-Out Period, where applicable, in accordance with the provisions of this Policy.

Claims, AAC, and BlueCard Fees are considered "incurred" on the date the associated service or supply is furnished; Claims, AAC, and BlueCard Fees are considered "paid" on the date they are processed.

5. **"Amounts Billed"** shall not include:
  - (a) AAC or BlueCard Fees associated with claims incurred prior to the Original Effective Date of Policy, except as specified on the Exhibit;
  - (b) AAC or BlueCard Fees associated with claims incurred after the termination date of this Policy;
  - (c) Extra-contractual damages of any nature, compensatory damages, punitive damages, or any similar damages however assessed (including as a result of settlement), or any payments made as an exception to the Plan;
6. **"Attachment Point"** means the dollar amount above which Stop-Loss Insurance will apply as indicated in Items A.3. and/or B.3. of the most current Exhibit to this Policy provided, however, that the Attachment Point for Aggregate Stop-Loss Insurance shall never be less than the minimum specified in Item A.3. of the most current Exhibit. The Aggregate Attachment Point may be revised retroactive to the first month of the Policy Period by the Company on any date the Company determines that there has been a change in Coverages or the number of Coverage Units has changed by an amount equal to 10% or more of total enrollment from the number shown in Items A.5. of the Exhibit.

7. **"BCBS Plan"** means a company that has been licensed by the Blue Cross and Blue Shield Association ("BCBSA").
8. **"BlueCard Fees"** means the fees assessed under the national program established by BCBSA under which BCBS Plan Enrollee claims are processed by BCBS Plans when an Enrollee receives health care services outside of the area served by their BCBS Plan.
9. **"Claim"** means "Claim" as that term is defined in the Administrative Services Contract.
10. **"Claims Covered"** means the coverage specified in Items A.1. and/or B.1. of the most current Exhibit.
11. **"Coverage Unit"** means an Employee plus such person's eligible enrolled dependents. Those dependents are not counted separately but are included within the Employee's "Coverage Unit."
12. **"Enrollee"** means "Enrollee," as that term is defined in the Administrative Services Contract unless the Administrative Services Contract provides coverage for inmates of a penal institution, in which case "Enrollee" means "Inmate," as defined in such Administrative Services Contract.
13. **"Effective Date of Policy"** means the Policy Period start date referenced in the Exhibit.
14. **"Employee"** means "Employee," as that term is defined in the Administrative Services Contract unless the Administrative Services Contract provides coverage for inmates of a penal institution or participants in a Trust Fund, in which case "Employee" means "Inmate" or "Participants," as defined in the relevant Administrative Services Contract.
15. **"Exhibit"** means the attached Exhibit to the Stop-Loss Coverage Policy or any subsequent replacement Exhibit supplied by the Company specifying the particulars of this Policy. The specifications or items of the Exhibit shall be applicable for the Policy Period indicated on the Exhibit, except that any item of the Exhibit may be changed in accordance with the provisions described in this Policy.
16. **"Final Policy Period"** means the period of time beginning on the first day of the Policy Period specified on the most current Exhibit and ending on the date the Policy is terminated.
17. **"Month"** means each succeeding calendar Month period beginning on the first day of the Policy Period.
18. **"Original Effective Date of Policy"** means the date the Policyholder became a Blue Cross Blue Shield of Michigan Stop-Loss Insurance policyholder. If Stop-Loss coverage was terminated for any reason, the Original Effective Date of Policy means the start date of the most recent uninterrupted policy periods.
19. **"Plan"** shall mean the self-funded Group Health Plan of the Policyholder.
20. **"Policy"** as used herein means this Stop-Loss Coverage Policy.
21. **"Policy Period"** means the period of coverage beginning and ending on the dates shown on the most current Exhibit.
22. **"Proof of Loss"** means evidence of the Plan's payment or liabilities of Amounts Billed by or on behalf of an Enrollee during the Policy Period.
23. **"Run-In Period"** means the period immediately prior to the initial Policy Period, if any, as specified in Items A.1. and/or B.1. of the Exhibit.

24. **"Run-Out Amounts Billed"** means those Amounts Billed that are incurred on or after the Effective Date of Policy but prior to termination and that are paid during the Run-Out Period.
25. **"Run-Out Period"** means the 24-month period immediately following the termination of this Policy.
26. **"Specific Stop-Loss Coverage"** means the Amounts Billed during the current Policy Period in excess of the Individual Attachment Point in Item B.3. of the Exhibit and the Aggregating Specific Deductible in Item B.4. of the Exhibit, if applicable, per Policy Period.
27. **"Stop-Loss Claims"** means the Amounts Billed for which the Company assumes responsibility and risk.
- (d) If the Amounts Billed that have accumulated during the Policy Period for any Coverage Unit exceed the amount indicated in Item B.3. and the Aggregating Specific Deductible indicated in Item B.4., if applicable, of the most current Exhibit to this Policy, such excess, up to the maximum amounts indicated, if any, shall be referred to in this Policy as **Specific (Individual) Stop-Loss Claims** and the coverage provided hereunder for such claims as **Specific Stop-Loss Insurance**. A monthly review will occur to determine if such excess exists.
  - (e) Specific Stop-Loss Insurance does not extend beyond the termination date of this Policy unless coverage for Run-Out Stop-Loss Insurance is elected at least twelve months prior to termination of the ASC.
  - (f) If, during the Run-Out Period, Run-Out Amounts Billed exceed the Attachment Point indicated in Item B.3. and the Aggregating Specific Deductible indicated in Item B.4., if applicable, of the most current Exhibit to this Policy, such excess, if any, shall be referred to in this Policy as **Run-Out Stop-Loss Claims** and the coverage provided hereunder for such claims as **Run-Out Stop-Loss Insurance**.
  - (g) If, during the current Policy Period, aggregate Amounts Billed less Specific (Individual) Stop-Loss Claims, if any, exceed the Attachment Point indicated in Item A.3. of the most current Exhibit to this Policy, such excess, if any, shall be referred to in this Policy as **Aggregate Stop-Loss Claims** and the coverage provided hereunder for such claims as **Aggregate Stop-Loss Insurance**.
  - (h) Stop-Loss Claims may also include claims paid by the Policyholder's prior claim administrator as specified on the Exhibit.
28. **"Stop-Loss Premium"** means the Monthly or annual premium, calculated by multiplying the number of Coverage Units for a particular Month by the premium rate indicated in Items A.4. and/or B.5. of the most current Exhibit, that is required by the Company for the risk assumed for the Stop-Loss Insurance indicated in Item A.1. and/or B.1. of the most current Exhibit. The Policyholder shall pay to the Company the Stop-Loss Premium on the first date after it receives the Stop-Loss Premium invoice that Amounts Billed must be paid under the Administrative Services Contract. If the Policyholder's payment is more than one business day late, the Policyholder shall pay a late fee in the amount as described in this Policy.

The Stop-Loss Premium shall be subject to change by the Company (and the Aggregate Stop-Loss Attachment Point revised retroactive to the first month of the Contract Year) as follows:

- (i) At the end of the Policy Period shown in the most current Exhibit, provided that thirty (30) days prior written notice is given by the Company;
- (j) On the implementation date of any changes or benefit variances in the Policyholder's Plan, its administration, or the level of benefit valuation which would increase the Company's risk;

- (k) On any date changes imposed by governmental entities increase expenses incurred by the Company provided that such increases shall be limited to an amount sufficient to recover such increase in expenses; or
- (l) On any date the Company determines that there has been a change in Coverages or the number of Coverage Units has changed by an amount equal to 10% or more of total enrollment from the number shown in Items A.5. and/or B.6. of the Exhibit.

## SECTION II POLICY PROVISIONS

1. **INDEMNIFICATION OF RISK.** The Company hereby agrees to indemnify the Policyholder as specified in the section of this Policy entitled SETTLEMENTS against the Amounts Billed pursuant to the Plan during the Policy Period which are in excess of the Attachment Point specified in Items A.3. and/or B.3. of the most current Exhibit. If the Policyholder selects an Aggregating Specific Deductible as part of its Policy, in addition to the Attachment Point specified in Item B.3., a deductible of amount specified in Item B.4. in Amounts Billed must be met before any indemnification is made by the Company. This additional deductible amount may be met on behalf of one or more Enrollees and must be an accumulation of Amounts Billed in excess of those applied to the specific Attachment Point within the Policy Period. The Company shall not be liable for, nor shall the indemnification be extended to, any claim or liability for extra-contractual, compensatory, or punitive damages, including interest, statutory penalties and attorney fees. Unless otherwise specified in the Exhibit, the Company shall not be liable for the cost of administration of a Plan, including any costs related to investigation, payment or other services provided by a third-party administrator or any other party.
2. **ENTIRETY.** This Policy, the most current Exhibit, and any attachments shall constitute the entire Policy between the parties for the purposes of this Policy and shall supersede any and all prior or contemporaneous Policies or understandings, either oral or in writing, between the parties with respect to the subject matter herein. This Policy shall not create any right or legal obligation between the Company and any Enrollee under the Plan.
3. **MODIFICATION.** Except for the Exhibit to this Policy, which may be changed at any time in accordance with the provisions of this Policy by notifying the Policyholder in writing of such change, no modification, amendment, change, or waiver of any provision of this Policy shall be valid unless agreed to by an officer of Company and an authorized representative of the Policyholder.

## SECTION III PREMIUM PROVISIONS

1. **PREMIUM PAYMENT.** The premium amounts to be paid to the Company as consideration for the insurance provided hereunder shall be specified on the Exhibit and the method of payment shall be set forth in the Administrative Services Contract.
2. **REMITTANCE.** The Company shall bill the Policyholder for the Stop-Loss Premium amount due and the Policyholder shall remit payment as set forth in the Administrative Services Contract. A remittance will be considered received when actually delivered into the possession or control of the Company.
3. **LATE FEE.** A late fee shall be assessed for the late remittance of any amount(s) due and payable to the Company by the Policyholder. This charge shall be an amount equal to the lesser of:
  - (a) 2.0% of any outstanding amount due; or
  - (b) The maximum rate permitted by state law.



4. **NOTICE, SUBROGATION, AND PROOF OF LOSS.** The Company shall reimburse the Policyholder as specified in the section of this Policy entitled SETTLEMENTS. Payment to the Policyholder in settlement of claims hereunder shall not be construed as a waiver of, or prohibition against, the Company's right to adjudicate or make further adjustments to such settlements. The subrogation provisions of the Administrative Services Contract are hereby incorporated by reference except to the extent they conflict with a specific provision of this Policy.

No action at law or in equity shall be brought to recover on this Policy more than three (3) years from the date of Termination of the Policy regardless of any "Run-Out" Coverage.

If any time limitation of this section of the Policy is less than that permitted by the state of Michigan at the time this Policy is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

The books and records of the Policyholder which pertain to the Plan, including any Proof of Loss required by the Plan, shall be open to the Company and its representatives at all times during the usual business hours for inspection.

5. **RUN-OUT STOP-LOSS PREMIUM.** If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Insurance and only if selected at least twelve months prior to termination of the Administrative Services Contract), the Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for the final month before termination by the Specific Stop-Loss Premium amount indicated in Item B.5. and shall be payable for the first three months after termination of the Administrative Services Contract. However, if the number of Coverage Units in the final month is less than the number in the month exactly one year earlier, BCBSM shall calculate the Monthly Premium using the higher count from one year earlier.

#### **SECTION IV SETTLEMENTS**

1. **SPECIFIC (INDIVIDUAL) STOP-LOSS SETTLEMENT.** The invoices or payment schedules provided under the Administrative Services Contract shall include the premium due under this Policy as well as any credits to the Policyholder for Specific (Individual) Stop-Loss Claims existing at that time. To the extent that a true-up is needed to reflect corrections or adjustments based on the actual number of Employees covered at any one-time during Policy Period or for other reasons, including but not limited to recovery of claims, the Company will provide, within 120 days after the end of each Policy Period during which this Policy is in effect, an annual settlement. Any deficit or surplus resulting from this settlement will be reflected in a subsequent bill. If the Policyholder owes payment to the Company, the Company reserves the right to deduct amount(s) owed from any payment due the Policyholder as a result of the settlement.

If this Policy is terminated prior to the expiration of the Policy Period, claim settlements for Specific (Individual) Stop-Loss Claims will be made, as specified herein, for only those full Months of the Policy Period immediately preceding Policy termination. Specific Stop-Loss Insurance shall not extend beyond the termination date of this Policy.

2. **AGGREGATE STOP-LOSS SETTLEMENT.** For any Aggregate Stop-Loss Claims, the claim settlement shall be provided to the Policyholder by the Company within 120 days after the end of each Policy Period during which this Policy is in effect. If the Policyholder owes payment to the Company, the Company reserves the right to deduct amount(s) owed from any payment due the Policyholder as a result of the settlement.

If the settlement reflects that Claims for the Policy Period are less than 90% of expected Claims for the Policy Period, no Aggregate Stop-Loss benefit shall be payable to the Policyholder. If the settlement reflects that Claims for the Policy Period are equal to or greater than 90% of expected Claims for the Policy Period and exceed the Attachment Point for Aggregate Stop-Loss Insurance for that Policy Period, then Aggregate Stop-Loss Claims, to the extent funded by the Policyholder, minus any Specific (Individual) Stop-Loss Claims, shall be the responsibility of the Company. If the Attachment Point exceeds the Claims, then no Aggregate Stop-Loss benefit shall be payable to the Policyholder.

3. **RUN-OUT PERIOD SETTLEMENT.** If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Insurance and only if selected at least twelve months prior to termination of the Administrative Services Contract), credits shall be provided to the Policyholder for Run-Out Stop-Loss Claims under this Policy as part of the Run-Out process under the Administrative Services Contract. Within 120 days following the Run-Out Period, the Company shall prepare a settlement statement that will include a final reconciliation of all Run-Out Stop-Loss Claims.

## **SECTION V**

### **GENERAL PROVISIONS**

1. **LIMITATION OF LIABILITY.** Liability for any errors or omissions by the Company (or its officers, directors, employees, agents, or independent contractors) in the administration of this Policy, or in the performance of any duty or responsibility contemplated by this Policy, shall be limited to the maximum benefits which should have been paid under the Policy had the errors or omissions not occurred (including the Company's share of any arbitration expenses incurred under the Policy), unless any such errors or omissions are adjudged to be the result of intentional misconduct, gross negligence, or intentional breach of a duty by the Company.
2. **TERM AND TERMINATION.** This Policy shall continue in full force and effect from year to year unless terminated as provided herein.

This Policy may be terminated as follows:

- (a) By either party at the end of any Policy Period following thirty (30) days prior written notice to the other.
- (b) By both parties on any date mutually agreed to in writing.
- (c) Notwithstanding any other provision of this Policy, if Policyholder fails to timely pay any amounts owed, the Company may, after five days' notice in writing, terminate the Policy.

This Policy will terminate automatically:

- (d) On the date the most current Exhibit terminates as specified in the Exhibit, unless a replacement Exhibit for the period immediately following is executed by the Company and the Policyholder;
- (e) On the date the Plan terminates; or
- (f) On the date the Administrative Services Contract terminates.

In the event of termination of this Policy for any reason prior to the expiration of a Policy Period, no Aggregate Stop-Loss Insurance will exist for the Final Policy Period or Run-Out Period. The Policyholder will be required to fund all claims during the Final Policy Period and Run-Out Period. The Company shall have no obligation to determine a Claim settlement for the period during which coverage was not in effect nor shall the Company refund any portion of the premium(s) to the Policyholder.

3. **ADVISORS.** Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Policy. Neither party has executed this Policy in reliance on any representations, warranties, nor statements made by the other party hereto other than those expressly set forth herein.
4. **ASSIGNMENT.** No part of this Policy, or any rights, duties, or obligations described herein, shall be assigned or delegated without the prior express written consent of both parties. Any such attempted assignment shall be null and void. The Company's standing contractual arrangements for the acquisition and use of facilities, services, supplies, equipment, and personnel from other parties shall not constitute an assignment under this Policy.
5. **GOVERNING LAW.** This Policy shall be governed by, and shall be construed in accordance with, the laws of the State of Michigan without regard to any state choice-of-law statutes, and any applicable federal law.
6. **INSOLVENCY.** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Enrollees under a Plan.
7. **LIABILITY.** The Company will have neither the right nor the obligation under this Policy (though such right or obligation may exist under the separate Administrative Services Contract) to directly pay any Enrollee or provider of professional or medical services. The Company's sole liability is to the Policyholder, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit an Enrollee to have a direct right of action against the Company. The Company will not be considered a party to the Plan or to any supplement or amendment to it by reason of this Policy.
8. **NO WAIVER.** The failure of either the Policyholder or the Company to insist upon strict performance of any of the terms of this Policy shall not be construed as a waiver of its respective rights or remedies with respect to any subsequent breach or default in any of the terms of this Policy.
9. **NOTICES.** Unless otherwise provided in this Policy, any notice required shall be given in writing and sent to the other party either by hand-delivery, electronic message to a designated representative of the other party, or postage-pre-paid U.S. first-class mail at the following address or such other address as a party may designate from time to time:  
  
If to Policyholder:           to the Policyholder's address as shown in the Administrative Services Contract  
  
If to the Company:           Blue Cross Blue Shield of Michigan  
                                      600 Lafayette East, Mail Code B612  
                                      Detroit, Michigan 48226-2998
10. **OFFSET.** Any payment or overpayment made to the Policyholder due to an error or mistake must be promptly refunded to the Company upon notice to the Policyholder of such error or mistake. The Company may offset any refund owed to the Policyholder for such payment or overpayment or any premium owed to the Company against any reimbursement due to the Policyholder.
11. **SERVICE MARK LICENSEE STATUS.** The Company is an independent licensee of BCBSA and is licensed to use the "Blue Cross" and "Blue Shield" names and service marks in Michigan. The Company is not an agent of BCBSA and, by entering into this Policy, Policyholder agrees that it did so based solely on its relationship with the Company or its agents. Policyholder agrees that BCBSA is not a party to this Policy, has no obligations under this Policy, and that no BCBSA obligations are created or implied under this Policy.

12. **SEVERABILITY.** In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Policy, but this Policy shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **TAXES.** Any taxes imposed, increased, or adjudged due by any lawful authority on or after the Effective Date of Policy, that directly pertain to this Policy, whether relating to fees, services, benefits, payments, or any other aspect of this Policy or the Plan and that the Company is required to pay or remit shall be reimbursed by the Policyholder as invoiced by the Company.

## EXHIBIT TO THE STOP-LOSS COVERAGE POLICY

Policyholder: **LIVINGSTON COUNTY**

Customer ID: **106931** Policy Period: **01/01/2020** through **12/31/2020**

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

### A. AGGREGATE STOP-LOSS INSURANCE

Attachment Point percentage of the expected Claims for the Policy Period	125%
1. Claims Covered	Renewal of Existing Coverage: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.
2. Lines of Business Covered	Medical Claims and Outpatient Prescription Drug Claims covered by Stop-Loss Policy
3. Attachment Point (per Coverage Unit)	\$16,974.00
4. Monthly Premium (per Coverage Unit)	\$5.65
5. Number of Coverage Units	556

### B. SPECIFIC STOP-LOSS INSURANCE

1. Claims Covered	Renewal of Existing Coverage: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.
2. Lines of Business Covered	Medical Claims and Outpatient Prescription Drug Claims covered by Stop-Loss Policy
3. Specific (Individual) Attachment Point (per Coverage Unit)	\$150,000
4. Aggregating Specific Deductible	N/A
5. Monthly Premium (per Coverage Unit)	\$132.03
6. Number of Coverage Units	556



7. "Run-Out" Coverage

To elect "Run-Out" Coverage, Group must check the appropriate box on the **Group Signature Page**.

*"Run-Out" Coverage applies to claims incurred on or after the Original Effective Date of Policy and paid during the Run-Out Period.*

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**C. ADDITIONAL PROVISIONS TO SPECIFIC STOP-LOSS INSURANCE**

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**SECOND YEAR RATE CAP & NO-NEW LASER**

The Company will not change the Specific Premium rate in Item B.5 for the Second Year Policy Period by more than the percentage noted, as long as the Attachment Point remains the same in item B.3 and Aggregating Specific Deductible remains the same in item B.4 per Coverage Unit. The Company will not apply additional lasers in the Second Year Policy Period, referenced in this Section.

<b>Rate Cap:</b>	50%
<b>Second Year Policy Period:</b>	01/01/2021
through	12/31/2021

RESOLUTION

NO: 2020-01-019

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Courts, the Livingston County Board of Commissioners, and the Michigan Association of Public Employees representing Court Employees – Human Resources**

**WHEREAS,** negotiations have resulted in a tentative agreement between the Livingston County Courts, the Livingston County Board of Commissioners, and the Michigan Association of Public Employees (hereinafter referred to as “MAPE”), effective 1/1/2020 through 12/31/2022; and

**WHEREAS,** the Court union employees have ratified the tentative agreement; and

**WHEREAS,** the modifications to the agreement are consistent with Board policy concerning wages and benefits; and

**WHEREAS,** the Chief Judges of the Livingston County Courts have approved the tentative agreement; and

**WHEREAS,** the Livingston County Courts wish to enter into this agreement with the collaboration of the Board of Commissioners.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the attached agreement reached between the Livingston County Courts, the Livingston County Board of Commissioners, and MAPE for the period of 1/1/2020 through 12/31/2022.

**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.

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MOVED:  
SECONDED:  
CARRIED:

Livingston Courts Tentative Agreement  
January 15, 2020

1. Duration 3 years-January 1, 2020 thru December 31, 2022
2. Article 4-The Employer recognizes the right of the Union to designate a Steward and an Alternate from the seniority list in each court as follows:
  - Friend of the Court
  - Central Services, Circuit Court, Probate Court, and Juvenile Courts**
  - District Court
3. Article 7 Add headings for grievance procedure:
  - Step 1 Oral Presentation
  - Step 2 Written
  - Step 3 Appeal to Chief Judge
  - Step 4 Arbitration
4. Article 8 D Appeal of Discharge or Suspension. Should the discharged or suspended employee or a Steward consider the discharge or suspension to be improper, a ~~complaint~~ **written grievance** shall be presented ~~in writing~~ through the Steward beginning at STEP 3 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. ~~The Employer~~ **Chief Judge or his/her designee, a representative of the Local Union and a MAPE representative shall meet within twenty (20) working days of the grievance being filed in an attempt to resolve the grievance. The Judge shall give his/her answer in writing** will review the discharge or suspension and give its answer within five (5) regularly scheduled working days **after the meeting.** ~~after receiving the complaint.~~ If the decision is not satisfactory to the Union, the matter shall be referred to STEP 4 of the grievance procedure.
5. Article 9 B For purposes of seniority, the following specific units are hereby recognized:
  1. **Friend of the Court**
  2. **Central Services, Circuit Court, Probate Court, and Juvenile Court**
  3. **District Court**
  - ~~1. The Circuit Court and Friend of the Court as one unit:~~
  - ~~2. District Court:~~
  - ~~3. Probate Court:~~
  - ~~4. Juvenile Court.~~
6. Article 9 E-In the event there is a vacancy in any unit, said vacancy shall be posted unit-wide (all Courts) **on designated bulletin boards** for a period of five (5) working days **and may also be posted or advertised outside of the three court units.** In the situation where the Employer waives a job requirement(s) this decision will be included in the posted

notice. Employees in the unit where the vacancy occurs may bid for the job. Employees in the other court units may apply for the job during this time, but shall not be given any preference or additional consideration, or do they have the right to “bid” for the same as provided hereunder. ~~After said five (5) days, the vacancy may be posted or advertised outside of the three court units.~~

7. Article 9 E 1-Language change-Those bidding for the vacancy from the unit where the vacancy occurs shall be given preference for said job based upon seniority, **no prior substantiated disciplinary action** and ability to do the work.
8. Article 9 E 2-Employees who bid and are employed hereunder shall be given up to a **thirty (30)** ~~ninety (90)~~ day trial period. Any employee disqualified for the bidded job within the **thirty (30)** ~~ninety (90)~~ days shall be given a written statement of reasons for the disqualification.
9. Article 9 E 3-During said **thirty (30)** ~~(90) day~~ trial period, at any time, at the employing judge’s sole discretion, said employee may be disqualified.
10. Article 9 G-Employees who bid as a matter of right or by acceptance, who are disqualified **within the first thirty (30) days or elect to return to their previous job within the first thirty (30) days after working on the job** shall be permitted to return to their previous job with full seniority rights.
11. Article 12-Add the word **work** to clarify change in name, address or phone number must be reported within five (5) **work** days.
12. Article 15 A- Add Language-Leaves of absence without pay for periods not to exceed six (6) months or a period of time equal to an employee’s accumulated seniority----for the below stated reasons. **Once an employee has exhausted all paid leave banks, an employee has thirty (30) calendar days to apply in writing for an unpaid Leave of Absence which may begin retroactive to the first day of unpaid leave, if approved.** However, it is expressly understood----leave. This Section does not apply to a Family and Medical Leave Act (FMLA) leave unless otherwise noted.
13. Article 16-Delete last paragraph: ~~Notices of job postings (for Circuit Court and Friend of the Court), on board is designated for this purpose and is located in the Employee’s Lounge in the Law Center.~~
14. Article 22-Add Language to beginning of first paragraph-**Subject to the Michigan Paid Medical Leave Act, 2018 PA 369**, Employees covered by this Agreement shall accrue 3.7 hours of sick leave-----prior to the date of absence.

15. Article 22 C 2-Add Language-Due to exposure to contagious disease by which the health of others would be endangered by attendance at work, **Employees sick with the flu or other contagious illness are encouraged to stay home.**----physician in such a case.
16. Article 23 A-Vacation Leave-Add new language:
- In addition to the above accumulated vacation days, employees may purchase up to forty (40) additional hours of vacation time at their straight time rate. For purposes of this Agreement, purchased vacation days shall be treated the same as accumulated vacation days.
- An employee who has purchased pre-tax vacation under the VP Plan must use all purchased vacation by the end of the Plan Year. If an employee is not able to use all the purchased hours, Human Resources Department will arrange for a TAXABLE cash reimbursement, known as a VP Plan vacation cash-out.
17. Article 23 B-Anything to the contrary notwithstanding in ~~Section~~ **Article 23**, an employee shall not accrue **be eligible to take vacation leave during his/her probationary period.** ~~nor be eligible to take vacation.~~ Upon completion of said probationary period, an employee shall be credited with earned vacation time.
18. Article 23 D-Vacations shall not be accumulated from year to year, nor will there be pay for unused time, except for up to **one hundred sixty (160) hours** ~~ten (10) days~~ may be accumulated and used the next year. There will be no pay for unused accrued vacation time lost as a result of this subsection.
19. Article 23 E-~~As used in this Section 23, the term year shall mean a year period from the employee's anniversary date of hire.~~ **Effective in 2021, the term "year", as it pertains to Section 23, shall mean the calendar year beginning January 1st.**
20. Article 23 F-~~If an employee retires, or severs his/her employment, he/she~~ **Upon either death, retirement, or severance of employment, an employee shall be paid for will** ~~receive~~ all previously accrued unused vacation credit, including that accrued per month in the current year to the date of severance of employment. **In the event of death the beneficiary or estate shall be paid.**
21. Article 25 A-Employees **hired prior to January 1, 2011** shall pay by payroll deduction 5% of MERS eligible wages effective the first pay date after January 1, 2011. Members shall be entitled to and receive an annual statement of the pension contributions.
22. Article 26 C-Dental Insurance-Increase coverage to **80% for Class II Services** and annual maximum to **\$1,200.** **NOTE: Dental insurance to become effective upon signing of CBA.**



23. Article 26 E-Flexible Benefit Plan. Effective July 1, 1992, the employees may participate in the county of Livingston Flexible Benefit Plan,-----available under the Agreement. **The County wishes to eliminate the PPO 1 benefit for lack of participation. As such, the parties agree that in the fall of 2019 plan year, the employees will have their last opportunity to enter the PPO 1 plan. If an employee elects to sign up for the PPO 1 Plan, they may do so. If they opt out of the PPO 1 Plan, they may not enter the plan at a future date and time. Those remaining in the plan as well as employees transferring into the Court bargaining unit who are enrolled in PPO 1, shall remain so long as the plan is offered by the insurance carrier and until such time as the employee chooses to opt out of PPO 1 in favor of another option.**
24. Article 26 F (1)-Add sentence to end of paragraph: **Employees with a County employed spouse may receive either insurance coverage from the County or the opt-out amount, not both.**
25. Article 32 B-Wages-New Language; **When an employee is promoted or reclassified he/she shall be placed on the step of the new pay grade that provides for a minimum five (5%) pay increase. A promoted/reclassified employee shall then advance in steps in accordance with this new anniversary date. NOTE: Propose to delete Section 1-5 of Article 32, old language that pertained to previous CBA**
26. Article 33 Delete-~~EXCEPTION: Notwithstanding the above, because a requirement of the Video Operation/Clerk position is that the person be a law school student, Tuition Reimbursement shall not apply to this position as to law school tuition and expense reimbursement claims.~~
27. Article 34 E-Definitions:
1. In the case of the Livingston County Circuit Court, the term "court" as used in this Agreement shall include the Friend of the Court office, **Central Services, Circuit Court, District Court, Juvenile Court, and Probate Court.**
  2. For the purposes of this Agreement, the term "unit" ~~or "court"~~ means that the **Friend of the Court, Circuit Court, Probate Court, Juvenile Court, Central Services,** and the District Court, respectively, shall be treated separately.
  3. The term "Employer" shall refer to **the Chief Judge, and as to Judicial Secretaries, the term "Employer" shall refer to** each employing judge in each respective court.
28. Article 37 A-The Bargaining Committee will include not more than four (4) employees-one from **Friend of the Court; one from Central Services, Circuit, Probate Court, and Juvenile Courts; and one from District Court** ~~District Court, one from Probate Court, one from Circuit Court,~~ and the Local President; and, in addition-----if necessary.

**29. Article 39-Substance Abuse Policy:**

**It is the intent of Livingston County Courts to provide a drug-free, safe and secure work environment for employees. To ensure a safe and efficient work place, Livingston County Courts will strictly enforce the following rules:**

- 1. No employee shall possess, distribute, use or be impaired by alcohol, marijuana, or illegal prohibited drugs on Livingston County property, while on Livingston County Courts business, or during working hours, including rest and meal periods. "Illegal prohibited drugs" are those substances that are illegal to sell or possess.**
- 2. Where management can demonstrate reasonable suspicion that an employee may be under the influence of drugs, including marijuana, or alcohol, Livingston County Courts, at its discretion, may require the employee to submit to breath, urine or blood testing, at Livingston County Court's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in immediate dismissal.**
- 3. Employees subject to the Drug-Free Work Place Act who are convicted of any criminal drug violation occurring in the workplace must report such conviction to their supervisor within five (5) days of the conviction.**

**Livingston County Courts sincerely desire to help employees who have alcohol or drug-related problems. It is the employee's responsibility to seek assistance.**

**Requests for such a leave of assistance will be considered confidential. However, seeking assistance after disciplinary action has begun or is imminent will not preclude disciplinary action.**

**Employees with drug or alcohol problems which have not resulted in, or are not the immediate subject of, disciplinary action may request approval to take unpaid leave to participate in an approved rehabilitation or treatment program. Requests for such a leave of absence will be considered confidential. The cost of participating in the program may be covered by the health insurance provided by the Courts, as outlined in your summary plan description (SPD). The Courts will require the employee to demonstrate satisfactory completion of the program before he or she returns to work.**

- 30. Article 38 C 2-Longevity-No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of ~~twenty-five thousand dollars (\$25,000.00)~~ forty-seven thousand dollars (\$47,000.00).**

31. Appendix A-Wages:

1. Effective January 1, 2020 1.5% wage increase
2. Effective January 1, 2021 1.5% wage increase
3. Effective January 1, 2022 2.0% wage increase

“Me Too” clause for second and third years (2021 and 2022) of the CBA as to non-union wage increases ONLY. If non-union employees receive a percentage wage higher than the Court bargaining unit receives, members shall receive the same increase. Similarly, if any non-union employee receives any off-scheduled payment in lieu of wages, members shall receive the same payment.

RESOLUTION

NO: 2020-01-020

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Approving Appointment of Zacharie Stephen as Back-up Magistrate for the 53rd District Court – District Court**

**WHEREAS,** Zacharie Stephen is a current full-time (40 hours per week) Law Clerk for the District Court; and

**WHEREAS,** this position is an existing position and the job description requires “on call” duties; and

**WHEREAS,** the position above meets all of the requirements of MCL 600.8507 to become a magistrate: he has been approved by the Chief Judge; he is a registered elector in the County of Livingston; he is licensed to practice law in the State of Michigan; and he will have a performance bond in the amount of \$50,000; and

**WHEREAS,** funding for this position is provided for in the current budget.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the appointment of Zacharie Stephen as a 53rd District Court Magistrate

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**MOVED:**

**SECONDED:**

**CARRIED:**



LIVINGSTON COUNTY, MICHIGAN  
**TRIAL COURTS**

204 S. Highlander Way, Howell, MI 48843  
Phone 517.540.7814 Fax 517.546.0048  
Email [rsacharski@livgov.com](mailto:rsacharski@livgov.com)

## MEMORANDUM

**To:** Livingston County Board of Commissioners

**From:** Roberta Sacharski, Trial Court Administrator

**Date:** January 9<sup>th</sup>, 2020

**RE:** Resolution Approving the Appointment of Zacharie Stephen as Back-up Magistrate for the 53<sup>rd</sup> District Court

The Livingston County Trial Courts have a need for an additional Magistrate to adequately assist with after-hour duties. Zacharie Stephen is a full-time Law Clerk working in the District Court and “on call duties” are contemplated in the job description.

Zacharie Stephen is a registered elector in Livingston County, will file a performance bond in the amount of \$50,000 with the Livingston County Treasurer and Chief Judge, and is licensed to practice law in Michigan. He will serve at the pleasure of the Chief Judge, will take the constitutional oath of office, and will complete a training course in traffic law adjudication and sanctions given by SCAO.

In this position, Zacharie will serve as back up Magistrate when necessary and for afterhours on call duties.

Thank you.



RESOLUTION

NO: 2020-01-021

LIVINGSTON COUNTY

DATE: January 27, 2020

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**Resolution Approving Appointments to Livingston County Boards and Committees  
- Board of Commissioners**

**WHEREAS,** the terms of representatives on the following Livingston County Boards and Committees have expired; and

**WHEREAS,** the following appointments have been recommended:

**Community Mental Health Authority Board**

**Renewals:**

Lisa Berry-Bobovski ..... Term expires 12.31.2022  
Gary McIntosh ..... Term expires 12.31.2022  
Joanne Pfeffer ..... Term expires 12.31.2022  
Mary Serio..... Term expires 12.31.2022

**Planning Commission**

**Renewals:**

Laura Abramson ..... Term expires 10.31.2022  
Bill Anderson ..... Term expires 10.31.2022

**Airport Zoning Board of Appeals**

**Renewal:**

Bill Anderson ..... Term expires 12.31.2022

**Livingston Leadership Council on Aging**

**Renewals:**

Kathleen Kline-Hudson ..... Term expires 12.31.2021  
Greg Kellogg..... Term expires 12.31.2021  
Mark Robinson..... Term expires 12.31.2021  
Anne Rennie..... Term expires 12.31.2021  
Becky Lybrink..... Term expires 12.31.2021  
Jim McGuire ..... Term expires 12.31.2021  
Christine Hur..... Term expires 12.31.2021  
Amber Hojnacki..... Term expires 12.31.2021

**New Members:**

Jim Gilmore..... Term expires 12.31.2021

Lou Ann Lathrop..... Term Expires 12.31.2021  
Mikki Dudra..... Term Expires 12.31.2021

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates contingent upon each member fulfilling to the sole satisfaction of all County background-check requirements and verifications..

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**MOVED:**  
**SECONDED:**  
**CARRIED:**