

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

AGENDA

April 20, 2020

4:30 PM

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: February 18, 2020

3. APPROVAL OF AGENDA

4. REPORTS

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1 Planning Department

Resolution Approving the Submission of a Federal Emergency Management Agency (FEMA) Request for Public Assistance and Subsequent Public Assistance Grant Application

6.2 Jail

Resolution Authorizing a Contract Renewal with Blue Cross Blue Shield for Discounted Medical Billing

6.3 Sheriff

Resolution Authorizing the JAG Grant Purchase of MILO Range Training Simulator

7. CALL TO THE PUBLIC

8. ADJOURNMENT

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

MEETING MINUTES

February 18, 2020

7:30 PM

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

Members Present:

Robert Bezotte, Dennis Dolan , Carol Griffith, Gary Childs

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Bob Bezotte at 7:30 pm

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: January 21, 2020

Minutes approved as presented.

Moved By C. Griffith

Seconded By D. Dolan

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

3. APPROVAL OF AGENDA

Agenda approved as amended by moving Resolution 6.8 up to the start of Resolutions for Consideration.

Moved By D. Dolan

Seconded By C. Griffith

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

4. REPORTS: None.

5. CALL TO THE PUBLIC

The following individuals spoke at call to the public regarding Resolution 6.1:

Cindy Kalogeropoulos - 7888 Partridge Hill Drive, Brighton, MI

Mary Kaven Barron - 2735 Earl Lake Drive, Howell, MI

Beth Dewman - Brighton Township, MI

Marcia Dicks - 8017 Ore Knob Drive, Fenton, MI

Susan Niethammer - 11204 Colony Road, Pinckney, MI

Marie Joppich - 6829 Chambers, Pinckney, MI

Andrew Pavlica - 403 Cumberland Dr., Howell, MI

Mark Wilsey - 1848 Gully Road, Howell, MI

Cheri Mollison - 2055 Gregory Rd., Fowlerville, MI

Dennis Boychuck - 11254 Colony Rd., Pinckney, MI

Oscar Scudder - 3752 Jewel Road, Howell MI

Cindy Michniewicz - 3140 Shehan Rd., Howell MI

Michael Spagnuolo - 206 Woodlake Dr., Brighton MI

Dave Pike - 7415 Bauchat, Brighton, MI:

Mike Knieper - Hamburg Twp., MI

Phanu Amatyakul - 6539 Snowshoe Lane Brighton, MI

Dan Wholihan - Genoa Township, MI

Denise O'Connell - 6049 Tipsico Lake, Holly, MI

Donna Smith - City of Howell, MI

Don Schmid - 13118 Rohn Rd., Fenton, MI

Bob Gomes - 2808 Birchwood Howell, MI

Bill Fear - 8702 N. Christine, Brighton, MI

Nathan Brock - Marion Twp., MI

Jane Locke - Genoa Twp., MI

Mike Detmer - City of Howell, MI

Joe Duke - Unadilla Twp., MI

Dennis Herrick - 7499 Fleming Road, Fowlerville, MI

Anna-Marie Rodriguez-Pelizzari - 3711 Stratton, Howell, MI

Wes Nakagiri - Hartland Twp., MI

Betty Nelson - Hamburg Twp., MI

Rob Rodriguez-Pelizzari - 3711 Stratton, Howell, MI

Rick Knieper - Hamburg Twp., MI

Doug Helzerman - Handy Twp., MI

6. RESOLUTIONS FOR CONSIDERATION

6.1 Board of Commissioners

Resolution Affirming the Livingston County Board of Commissioner's Support of Constitutional Rights (also known as 2A Sanctuary)

Committee Chair Bezotte introduced Resolution.

Moved By D. Dolan

Seconded By C. Griffith

Yes (3): R. Bezotte, D. Dolan , and C. Griffith

No (1): G. Childs

Motion Carried (3 to 1)

6.2 Department of Public Works

Resolution Authorizing an Agreement with Battery Solutions, LLC. to Provide Battery Recycling Services

Rob Spaulding, DPW Coordinator, introduced the Resolution to the Committee.

Moved By C. Griffith

Seconded By D. Dolan

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

6.3 Central Dispatch

Resolution Authorizing the Purchase and Installation of Additional VHF Microwave Equipment for the Fire and EMS Paging System and a Supplemental Appropriation

Chad Chewning, 911 Director, presented the Resolution.

Moved By C. Griffith

Seconded By G. Childs

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

6.4 Central Dispatch

Resolution Authorizing the Realignment of the Overall Project Budget for the New 911 Central Dispatch Facility

Cindy Catanach, Acting County Administrator, presented the Resolution.

Moved By D. Dolan

Seconded By C. Griffith

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

6.5 Planning Department

Resolution Authorizing the Honorary Naming of Park Features at Fillmore County Park

Kathleen Kline-Hudson, Planning Director, introduced the Resolution.

Moved By G. Childs

Seconded By C. Griffith

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

6.6 Planning Department

Resolution Authorizing Lutz County Park UNSP Application for Recognition

Resolution presented by Planning Director, Kathleen Kline-Hudson.

Moved By C. Griffith

Seconded By D. Dolan

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

6.7 Planning Department

Resolution to Adopt Fillmore County Park Rules

Planning Director, Kathleen Kline-Hudson, introduced the Resolution.

Moved By D. Dolan

Seconded By G. Childs

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

6.8 Planning Department

Resolution to Adopt Amended Lutz County Park Rules

Resolution presented by Planning Director, Kathleen Kline-Hudson.

Moved By D. Dolan

Seconded By C. Griffith

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)

7. CALL TO THE PUBLIC

The following individuals spoke at Item 7. Call to the Public regarding Resolution 6.1:

Dan Wholihan - Genoa Township, MI

Oscar Scudder - 3752 Jewel Road, Howell MI

Don Schmid - 13118 Rohn Rd., Fenton, MI

Rick Knieper - Hamburg Twp., MI

Anna-Marie Rodriguez-Pelizzari - 3711 Stratton, Howell, MI

8. ADJOURNMENT

Meeting adjourned at 9:30 pm.

Moved By C. Griffith

Seconded By G. Childs

Yes (4): R. Bezotte, D. Dolan , C. Griffith, and G. Childs

Motion Carried (4 to 0)



Carol Sue Jonckheere, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Submission of a Federal Emergency Management Agency (FEMA) Request for Public Assistance and Subsequent Public Assistance Grant Application – Planning Department

WHEREAS, on March 13, 2020, President Trump declared a national emergency for the Coronavirus (COVID-19) Pandemic response which included the State of Michigan, and

WHEREAS, this emergency declaration designated all counties in Michigan as eligible for Category B, Emergency Protective Measures, of the Federal Emergency Management Agency's (FEMA) Public Assistance Grant Program, and

WHEREAS, if an eligible organization has or may have at least \$3,300 in eligible, uninsured Category B, Emergency Protective Measures costs, the organization should submit a FEMA Request for Public Assistance and subsequent grant application to the Michigan State Police, Emergency Management and Homeland Security Division, and

WHEREAS, various Livingston County departments have collectively incurred at least \$3,300 in COVID-19 related costs and the FEMA Public Assistance Grant may reimburse a maximum 75% of the COVID-19 related costs, and

WHEREAS, the Livingston County Planning Department has staff designated as Professional Emergency Managers (PEM) with substantial grant writing and administration expertise necessary to compile documentation for any work and costs that may be eligible under Category B, Emergency Protective Measures.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approves the submission of a FEMA Request for Public Assistance and subsequent grant application to the Michigan State Police, Emergency Management and Homeland Security Division, and

BE IT FURTHER RESOLVED that the Chairperson 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
PLANNING DEPARTMENT

304 East Grand River Avenue, Howell, MI
Phone (517) 546-7555 Fax (517) 552-2347
Web Site: <https://livgov.com/plan/>

Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson, Planning Director
Date: 4/20/20
Re: FEMA Public Assistance Grant

This resolution is for approval to submit a Federal Emergency Management Agency (FEMA) Request for Public Assistance and subsequent Public Assistance Grant Application in order to claim Livingston County reimbursement for a maximum 75% of COVID-19 related costs incurred by Livingston County departments since January 20, 2020.

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing a Contract Renewal with Blue Cross Blue Shield for Discounted Medical Billing - Jail

WHEREAS, the jail currently has a contract for off-site medical billing with Blue Cross Blue Shield Michigan (BCBSM) that is up for renewal on 04/01/20; and

WHEREAS, when an inmate is sent off-site, BCBSM provides a discount if the provider is a member of BCBS network; and

WHEREAS, this discount also applies to prescription drugs and off-site dental visits; and

WHEREAS, BCBSM applies their discounted rate of 48% to 52% and charges the county an 11% administrative fee for the use of their discount; and

WHEREAS, when an inmate is inpatient and Medicaid is not applicable, the hospital requires an additional administrative fee of 9.5% (AAC Fee) that would come off the BCBS discounted rate; and

WHEREAS, BCBS invoices the Sheriff's Office monthly with a detailed claim report for all discounted claims including administrative fees; and

WHEREAS, BCBS processed 153 medical claims in 2019 for the Sheriff's Office totaling \$476,509 which after discounts, the Sheriff's Office was responsible for \$167,136, a savings of \$309,373.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes to renew the contract for discounted medical services with Blue Cross Blue Shield for a Two (2) year period, commencing 4/01/2020 and expiring 3/31/2022.

BE IN FURTHER RESOLVED that 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 SHERIFF'S OFFICE

**150 S. Highlander Way
Howell, Michigan 48843-2323
(517) 540-7974
dadas@livgov.com**

DATE: March 10, 2020

TO: Livingston County Board of Commissioners

FROM: Lt. Dan Adas

RE: Blue Cross Blue Shield of Michigan Inmate Offsite Medical Contract

Attached for your consideration and approval is a resolution authorizing the Sheriff's Office to continue the contract with Blue Cross Blue Shield of Michigan (BCBSM) for inmate offsite medical for a term of two (2) years. This contract discounts offsite medical bills that the Sheriff's Office incurs for inmate doctor or hospital visits. BCBSM provides an ID enrollment number for an inmate when they are scheduled to be sent offsite. This number would qualify the inmate for the BCBS discount if the provider is a member of the BCBS network. This discount would also apply to prescription drugs, offsite dental and pre-booking in custody medical clearances. There are 33,000 doctors and 152 hospitals that are members of the BCBS network, which includes the hospitals we currently use.

A contract with BCBSM should result in a discount of 48% to 52% and the county would be charged an 11% administrative fee. If the inmate is admitted or considered inpatient and Medicaid is not applicable, the hospital would require an additional administrative fee of 9.5%. In 2019, BCBSM processed 153 medical claims for the Sheriff's Office totaling \$476,509. After discounts, the Sheriff's Office was responsible for \$167,136, a savings of \$309,373.

BCBSM invoices the Sheriff's Office monthly for all claims processed in that month as well as the corresponding administrative fee. A detailed claims report accompanies the monthly invoice. Currently, Michigan Department of Corrections and 46 Michigan county jails are all under contract with BCBSM.

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



**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 04/01/2020 – 3/31/2021

**Between Blue Cross Blue Shield of Michigan and
COUNTY OF LIVINGSTON, A POLITICAL SUBDIVISION AND MUNICIPAL (CID – 287179)**

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:

By: (Signature)	By: (Signature)
Name: (Print)	Name: (Print)
Title:	Title:
Date:	Date:

Blue Cross Blue Shield of Michigan
SCHEDULE A – Renewal Term (Effective 04/01/2020 thru 03/31/2021)
Administrative Services Contract (ASC)

1. **Group Name** COUNTY OF LIVINGSTON, A POLITICAL SUBDIVISION AND MUNICIPAL
2. **Customer ID** 287179
3. **ASC Funding Arrangement** Monthly 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 – Not Applicable**

B. Variable Administrative Fees	Percentage	Effective Date	Effective Date
i. Administrative Fee Percent (%) of Claims	11.0%	04/01/2020	03/31/2022
ii. Additional Administrative Compensation*	9.5%	04/01/2020	03/31/2022

*In exchange for a fixed administrative fee, BCBSM will retain as Additional Administrative Compensation (AAC), nine and one-half percent (9.5%) of the Michigan Hospital discounts. AAC is included in the medical claims cost that is contained in the Groups Amount Billed. The AAC is separate from and does not include BlueCard fees.

6. **Data Feeds – Not Applicable**

7. **Hospital Advance – Not Applicable**

8. **Advanced Deposit Monthly Cap Amount – Not Applicable**

9. **BCBSM Account**

1840-09397-3

Wire Number

Comerica

Bank

0720-00096

American Bank Association

10. Late Payment / Interest Charges

A. Late Payment Charge	2%
B. Health Care Provider Interest Charge	12%

11. Buy-Ups – Not Applicable**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 – Not Applicable**14. 3rd 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. 3rd 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 Exhibit 1 to Schedule A and Schedule B to ASC 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.

<p style="text-align: center;">Exhibit 1 to the Schedule A: Value-Based Provider Reimbursement</p>
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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 and 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.

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. 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.

FW: BCBS Contract Proposal

Adas, Dan <DAdas@livgov.com>

Mon 4/13/2020 12:20 PM

To: Kristen Landis <KLandis@livgov.com>

This was her response I figure we just go forward with getting this to PS.

From: Johnson, Yvonne <YMoore@bcbsm.com>

Sent: Monday, April 13, 2020 11:48 AM

To: Adas, Dan <DAdas@livgov.com>

Subject: [EXT] RE: BCBS Contract Proposal

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

Will have the revisions back to you by 4\17\20

Yvonne Johnson

Prison Health Services

Key Account Manager

Office (313) 448-7910

Cell (313) 498- 2896

Fax 1-866-526-7177

ymore@bcbsm.com



From: Adas, Dan <DAdas@livgov.com>

Sent: Saturday, April 11, 2020 7:04 AM

To: Johnson, Yvonne <YMoore@bcbsm.com>

Subject: RE: BCBS Contract Proposal

[External email]

Yvonne, I'm thinking below is a mistake. You put that it is a two(2) year agreement but yet put the term offered is from 04/01/20 – 3/31/21. This should be 03/31/22 right. Please advise. I am trying to get this in front of the board on 04-20-20 and then final approval on 04/27/20 where I can get final signatures. Thanks Lt. Adas

Page 26 of 35

From: Johnson, Yvonne <YMoore@bcbsm.com>

Sent: Tuesday, March 3, 2020 2:40 PM

To: Adas, Dan <DAdas@livgov.com>

Subject: [EXT] RE: BCBS Contract Proposal

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

Hello,

Here is the medical renewal for the inmates.

We are offering you a 2 year agreement.

The term offered is from 4\1\20 – 3\31\21.

Please review, sign and return to me by 3\23\20.

Any questions, please let me know.

Thanks,

Yvonne Johnson

Prison Health Services

Key Account Manager

Office (313) 448-7910

Cell (313) 498- 2896

Fax 1-866-526-7177

ymoore@bcbsm.com



From: Johnson, Yvonne
Sent: Monday, March 02, 2020 10:36 AM
To: Adas, Dan <DAdas@livgov.com>
Subject: RE: BCBS Contract Proposal

Good morning,

I was only approved to offer a two year contract for you.

That is being created and I should have it to deliver to you by tomorrow.

Yvonne Johnson
Prison Health Services
Key Account Manager
Office (313) 448-7910
Cell (313) 498- 2896
Fax 1-866-526-7177
ymoore@bcbsm.com



From: Adas, Dan <DAdas@livgov.com>
Sent: Monday, March 02, 2020 10:22 AM
To: Johnson, Yvonne <YMoore@bcbsm.com>
Subject: FW: BCBS Contract Proposal

[External email]

Yvonne,

Was wondering if you have heard anything yet on a contract with updated dates and length of the renewal. If you remember I requested if we could get a 1 year contract with an option of 4 one year renewals. The reason for this would be it would just be a signature from the board chair instead of going in front of three different boards for contract renewal yearly. Thanks Lt. Adas

From: Jeff Leveque <JLeveque@livgov.com>
Sent: Thursday, February 27, 2020 9:48 AM
To: Adas, Dan <DAdas@livgov.com>
Subject: BCBS Contract Proposal

Dan, did we ever get an actual proposed agreement yet? I looked back in my emails and didn't see anything.

Lieutenant Jeffery A. LeVeque
Jail Administrator



Livingston County Sheriff's Office
150 S. Highlander Way
Howell, MI 48843
Main - 517-546-2445
Direct - 517-540-7939
Cell - 517-294-3659
jleveque@livgov.com

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Blue Cross Blue Shield of Michigan and Blue Care Network of Michigan are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the JAG Grant Purchase of MILO Range Training Simulator - Sheriff

WHEREAS, resolution 2019-08-120 authorized Justice Assistance Grant (JAG) program funding in the amount of \$350,000; and

WHEREAS, in the FY20 grant application, the Sheriff's Office had to articulate the need for the live fire shooting simulator equipment; and

WHEREAS, upon approval of the FY20 JAG approval, the Sheriff's Office was locked into purchasing these or similar items; and,

WHEREAS, this new scenario-based simulator with live fire capabilities will improve decision making in emergency response and expose Deputies to a variety of situations in a safe and productive environment; and

WHEREAS, the federal 1122 program, owned and operated by the Department of Defense, was identified as a source of supply for this system which allows states and units of local government access to federal sources of supply to purchase equipment; and

WHEREAS, the system cost is \$97,155 after a current MILO customer credit of \$5,000 and detailed savings listed below:

MILO Item	1122 Program Price	Retail Price	Savings
Range Advanced w/live fire training & accessories	47,145.00	49,995.00	\$2,850.00
Range Advanced Training System w/accessories	23,695.00	24,995.00	1,300.00
Recoil Kits for both pistol & rifle, and install accessories	31,315.00	33,475.00	2,160.00
TOTALS	102,155.00	108,465.00	6,310.00

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the purchase of the MILO Range Training Simulator utilizing JAG Grant funds in the amount of \$97,155 as described above.

BE IT FURTHER RESOLVED that 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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RESOLUTION NO:

PAGE: 2

MOVED:

SECONDED:

CARRIED:



**Procurement Synopsis
For
Live Fire Training System for the Sheriff's Department**

The Sheriff's Office received Justice Assistance Grant (JAG) program funding through the U.S. Department of Justice. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs related to law enforcement and corrections programs.

In applying for the grant, the County had to articulate the need for the live fire shooting simulator equipment. With the JAG approval, the County was locked into purchasing those, or similar, items. Through this \$350,000 grant, the Sheriff's Office is proposing the purchase of a new scenario-based simulator with live fire capabilities. This will improve decision making in emergency response, and expose Deputies to a variety of situations in a safe and productive environment.

Working with Procurement staff, the federal 1122 Program was identified as a source of supply for this system. The 1122 Program, owned and managed by the Department of Defense, allows states and units of local government access to federal sources of supply to purchase equipment to support counter-drug, homeland security, and emergency response activities.

The MILO Range Training Simulator is available through the 1122 Program. The MILO Range Training Simulator is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario-based exercise with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

In addition to experiencing efficiencies through a direct purchase, the County will realize savings through an 1122 Program purchase. The following reflects the system cost and savings:

MILO Item	1122 Program Price	Retail Price	Savings
Range Advanced w/live fire training & accessories	47,145.00	49,995.00	\$2,850.00
Range Advanced Training System w/accessories	23,695.00	24,995.00	1,300.00
Recoil Kits for both pistol & rifle, and install accessories	31,315.00	33,475.00	2,160.00
TOTALS	102,155.00	108,465.00	6,310.00

In addition to the \$6,310.00 savings reflected above, a \$5,000.00 credit will be applied to the purchase for being a current MILO customer, making the total purchase price \$97,155.00 and total savings of \$11,310.00. Grant monies remaining after this purchase will be used in the purchase (at a later date) of firearms for this system.

Based on the above, approval is requested for purchase of the MILO Range Training System.



State of Michigan

1122 PROGRAM ORDER FORM – GSA SCHEDULE ITEMS ONLY

Date 4/8/2020

- ☐ Counter-Drug
☐ Homeland Security
☒ Emergency Response

Ordering Law Enforcement Agency

Agency Livingston County Sheriff Office

Point of Contact: Lieutenant Mike Nast

E-Mail mnast@livgov.com

Phone #: 517-540-7912

Cell #: 517-404-0250

Fax#: 517-552-2542

Ship to

Law Enforcement Agency: Livingston County Sheriff Office

Address: 150 S Highlander Way

City: Howell

Zip: 48843

Point of Contact: Lieutenant Mike Nast

Justification for Order: Provide a narrative of how the requested equipment will support your counter-drug, homeland security and/or emergency response mission. Be descriptive:

The Livingston County Sheriffs Office is interested in purchasing a new scenario based simulator with live fire capabilities. This will improve decision making in emergency response, and expose Deputies to a variety of situations in a safe and productive environment. LCSO has decided to invest in MILO.

Selected Vendor

Company Name: MILO Range Training Systems (MRTS) GSA Contract #: GS- 00F-332CA

Point of Contact: Jesse Wimmer

Phone: 303-378-5283

Fax: 734-531-4002

Item #	Item Description	Qty	Purchase Price	Retail Price	Savings
MILO-RNG-A	Milo range advanced W/Live fire training and accesoris	1	47,145.00	49,995.00	2,850.00
MILO-RNG-A	Milo range advanced training system with accesoris	1	23,695.00	24,995.00	1,300.00
MILO-RECOIL	Milo recoil kits for both pistol and rifle and install accesoris	1	31,315.00	33,475.00	2,160.00
	Credit for being a current milo customer				5,000.00

Order Total \$97,155.00

Purchase Authorized by:

Title: Sheriff Michael Murphy

Head of Local Agency/Chief Executive Official

Signature: 

Please e-mail this form to Genevieve Hayes at:

hayesg2@michigan.gov

SPOC Approval

☒ Yes ☐ No

Terms and Conditions-

1. Understanding that DTMB staff does not endorse or recommend any specific vendor, product, or service. The agency will deal directly with the vendor regarding product or service issues.
2. Agreement that the undersigned agency representative, who has the authority to do so, holds the State of Michigan harmless in the event of any lawsuit or claim arising as a result of the acquisition or use of products or services provided under this program.
3. The State has not determined or can guarantee that use of the 1122 Program will satisfy any local purchasing ordinances or policies.

Updated 08/2014

FW: 1122 Form

Mike Nast <MNast@livgov.com>

Mon 4/6/2020 3:48 PM

To: Penny Saites <saites@macservcorp.com>

Penny,

Here is Genevieve's approval.

From: Hayes, Genevieve (DTMB) [mailto:HayesG2@michigan.gov]

Sent: Monday, April 06, 2020 11:24 AM

To: Mike Nast

Subject: [EXT] RE: 1122 Form

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

Hi Mike,

This is approved – thanks.

I can physically sign the form and forward you a copy for your files once we return to the office.

Please let me know when/if you do indeed move forward and place the order.

Thank you,

Genevieve Hayes

Division Director, Policy and Training Division

Central Procurement Services, Customer Experience

State of Michigan

517-230-2817

hayesg2@michigan.gov



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Current bids: michigan.gov/sigmavss

Info for vendors: michigan.gov/miprocurement

RESOLUTION

NO: 2019-08-120

LIVINGSTON COUNTY

DATE: August 26, 2019

Resolution Authorizing the Sheriff's Office and the County of Livingston to Apply for FY 2020 Byrne Justice Assistance Grant - Sheriff

WHEREAS, the Livingston County Sheriff's Office wishes to enter an application into the FY2020 Byrne Justice Assistance Grant, through the Michigan State Police, under the Technology Enhancement Projects section; and

WHEREAS, the purpose of the grant is to acquire funding to make technology enhancements to the Sheriff's Office through the purchase of new equipment and software; and

WHEREAS, the state funding are a one-time funds that do not require any County matching or cash match funds; and

WHEREAS, the County of Livingston will be applying to receive up to \$350,000 in reimbursement funds from the State of Michigan, through the Byrne Justice Assistance Grant.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Sheriff's Office to apply and if awarded enter into contract with the State of Michigan, for the Byrne Justice Assistance Grant wherein Livingston County could receive a maximum of \$350,000 in State reimbursement funds effective October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to the 2020 Byrne Justice Assistance Grant upon review by Civil Counsel.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment necessary to effectuate this \$350,000 grant award.

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MOVED:
SECONDED:
CARRIED: