

FINANCE COMMITTEE

AGENDA

April 22, 2020

7:30 AM

Zoom Virtual Meeting Room

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

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

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4

Meeting minutes dated: April 8, 2020

4. TABLED ITEMS FROM PREVIOUS MEETINGS

5. APPROVAL OF AGENDA

6. CALL TO THE PUBLIC

7. INTERVIEWS

District 8 Commissioner Candidates

1. Tabitha Dolan
2. Jay Gross
3. Jessica Sharpe

8. REPORTS

8.1 FY 2020 Budget Status through March 31, 2020

Hilery DeHate, Acting Finance Officer

9. RESOLUTIONS FOR CONSIDERATION

9.1 Fiscal Services

8

Resolution to Authorize a First Quarter Supplemental Appropriation to the Fiscal-Year 2020 Budget

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10. CLAIMS

Dated: April 22, 2020

11. PREAUTHORIZED

Dated: April 9 through April 22, 2020

12. CALL TO THE PUBLIC

13. ADJOURNMENT

FINANCE COMMITTEE

MEETING MINUTES

April 8, 2020, 7:30 a.m.

Zoom Virtual Meeting Room 399-700-0062

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

Members Present Kate Lawrence, Douglas Helzerman, William Green, Wes Nakagiri, Robert Bezotte, Carol Griffith, and Gary Childs (seats for District 5 and District 8 are vacant)

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Lawrence at 7:35 a.m.

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: March 18, 2020

Motion to approve the minutes as presented.

Moved by: G. Childs

Seconded by: R. Bezotte

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the minutes as presented.

Moved by: W. Green

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

6. CALL TO THE PUBLIC

Cindy Catanach, Acting County Administrator, announced that she has requested Department Directors and Elected Officials to compile costs related to COVID 19.

7. REPORTS

None.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Health Department

Resolution to Reclassify a Part Time Public Health Nurse (PHN) Program Coordinator Position (Grade 10) to a Part Time Public Health Nurse (PHN) (Grade 9) Position

No questions.

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

8.2 Emergency Medical Services

Resolution Approving Appointments of the Livingston County Medical Examiner & Deputy Medical Examiners

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: G. Childs

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

8.3 Emergency Medical Services

Resolution Authorizing the Write-off of Aged Receivables

Recommend Motion to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: G. Childs

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

8.4 LETS

Resolution Authorizing Grant Application and Contract for Supplemental FY 2020 Federal Section 5307 Funding for COVID-19 Response

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte
Seconded by: W. Green

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

8.5 LETS

Resolution Authorizing Temporary Waiver of Passenger Fares During COVID-19
Emergency

Recommend Motion to the Board of Commissioners.

Moved by: G. Childs
Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

8.6 Fiscal Services

Resolution to submit the Estimated 2021 General Fund Budget to the Allocation Board
Recommend Motion to the Board of Commissioners.

Moved by: W. Green
Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

8.7 Fiscal Services

Resolution to Accept the Annual Out-of-State Travel Report for 2019
Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte
Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

9. CLAIMS

Dated: April 8, 2020

Recommend Motion to the Board of Commissioners.

Moved by: W. Green
Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

10. PREAUTHORIZED

Dated: March 19 through April 8, 2020

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

11. CALL TO THE PUBLIC

Undersheriff Warder stated that they have begun gathering data to determine the costs that have increased in Sheriff's Office due to COVID 19.

12. ADJOURNMENT

Motion to adjourn the meeting at 8:05 a.m.

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and G. Childs

Motion Carried (7 to 0)

Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Authorize a First Quarter Supplemental Appropriation to the Fiscal-Year 2020 Budget – Fiscal Services

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended; and

WHEREAS, the proposed amendment recognizes actual expenditure activity for the first quarter of 2020 and includes:

- Increase/decreases in departmental expenditures to correspond to actual activity
 - Net-zero transfer for Fiscal Services additional procurement services through CoPro+ covered by personnel savings
 - Net-zero transfer for Jail increased inmate medical and reduced inmate food expense
- Increased expenditures for Health Department for software, Hep A outreach & response and COVID-19 response offset by an increase in grant revenue
- Increased expenditures for Sheriff Donation Fund for Crime Victim Unit and Community Outreach supplies covered by fund balance
- Increased expenditures for Social Welfare for emergency client needs covered by fund balance
- A net-zero transfer for Public Defender for mileage, office supplies, equipment and other operational needs; and

WHEREAS, the proposed amendment includes the increased costs in the amount of \$7,052 for two position reclassifications in the County Clerk office authorized by Personnel Committee resolutions 2020-02-110PC and 2020-02-111PC; and

WHEREAS, the proposed amendment adjusts General Fund revenue to anticipated collection levels for:

- Net-zero transfer from District Court to Circuit Court for Judge's salary reimbursement
- Increase in Probate Court Judge's salary reimbursement in the amount of \$10,582
- Decrease for Juvenile Court adoption home study fees in the amount of \$2,000
- Increase for in reimbursement for Election costs in the amount of \$6,800
- Decrease in Jail federal inmate housing reimbursement for average daily population reduction for the first quarter in the amount of \$143,000; and

WHEREAS, resolution 2019-04-050 authorized a Community Correction grant in the amount of \$85,168. The proposed amendment includes establishing a budget for F275 Community Corrections and reducing F239 by \$85,168 to accurately reflect the Community Corrections grant in the appropriate fund.

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the following supplemental appropriations to the Fiscal-Year 2020 Budget as illustrated below:

FUND	Approved 2020 budget	Proposed amendment	Amended 2020 budget
101 - General Fund	\$51,658,048	\$ 7,052	\$51,665,100
221 - Health	\$ 4,124,170	\$ 64,000	\$ 4,188,170
230 - Sheriff Donations	\$ 500	\$ 3,000	\$ 3,500
239 - Court State Grants	\$ 622,748	\$ (85,168)	\$ 537,580
260 - Public Defender	\$ 2,532,119	\$ -	\$ 2,532,119
275 - Community Corrections	\$ -	\$ 85,168	\$ 85,168
290 - Social Welfare	\$ 9,000	\$ 500	\$ 9,500

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the Fiscal Services office.

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MOVED:
SECONDED:
CARRIED:

EXPENDITURES					
2020 Amended				Proposed Amended	
Special Revenue Funds					
21065100	EMS	\$	10,542,142	\$	- \$ 10,542,142
21110100	CENSUS 2020	\$	50,000	\$	- \$ 50,000
21414100	FOC Family Counseling	\$	14,000	\$	- \$ 14,000
21514100	FOC	\$	2,790,160	\$	- \$ 2,790,160
21814900	REDD GRANT	\$	61,518	\$	- \$ 61,518
22160100	Health	\$	4,124,170	\$	64,000 \$ 4,188,170
23030100	Sheriff Donation Fund	\$	500	\$	3,000 \$ 3,500
23143000	Animal Shelter Donations	\$	-	\$	- \$ -
23816800	Courts FED Grants	\$	461,349	\$	- \$ 461,349
23826717	Family Support	\$	305,544	\$	- \$ 305,544
23830100	Sheriff - Federal Grants	\$	314,275	\$	- \$ 314,275
23833100	Sheriff Marine Safety	\$	5,600	\$	- \$ 5,600
23842600	FED Emergency Mngmnt	\$	176,862	\$	- \$ 176,862
23872100	Planning Federal Grants	\$	24,555	\$	- \$ 24,555
23916800	Courts STATE Grants	\$	622,748	\$	(85,168) \$ 537,580
23926718	Crime Victims Rights	\$	167,421	\$	- \$ 167,421
23930100	Sheriff State Grants	\$	12,000	\$	- \$ 12,000
23930106	Sheriff Traffic Secondary Road	\$	132,446	\$	- \$ 132,446
23943000	Animal Shelter State Grants	\$	25,000	\$	- \$ 25,000
23944100	DPW State Grants	\$	-	\$	- \$ -
24469000	CDBG Grant	\$	17,255	\$	- \$ 17,255
24527800	ROD Survey & Remon	\$	166,245	\$	- \$ 166,245
25522300	Princ Res Exemption	\$	7,322	\$	- \$ 7,322
25626801	ROD Automation	\$	314,113	\$	- \$ 314,113
26017200	Indigent Defense	\$	2,532,119	\$	- \$ 2,532,119
26132500	911 Central Dispatch	\$	4,299,628	\$	- \$ 4,299,628
26132525	911 Enhanced	\$	372,254	\$	- \$ 372,254
26132526	911 Training	\$	26,646	\$	- \$ 26,646
26335100	Sheriff CO Training	\$	20,000	\$	- \$ 20,000
26530100	Drug Law Enforcement	\$	4,500	\$	- \$ 4,500
26630100	DEA Equitable Sharing	\$	6,166	\$	- \$ 6,166
26821500	Concealed Pistol Licensing	\$	67,240	\$	- \$ 67,240
26914500	Law Library	\$	-	\$	- \$ -
27536200	Community Corrections	\$	-	\$	85,168 \$ 85,168
27830100	Sheriff Victim Svcs Unit	\$	1,075	\$	- \$ 1,075
29067000	Social Welfare	\$	9,000	\$	500 \$ 9,500
29266200	Child Care Juvenile	\$	2,041,993	\$	- \$ 2,041,993
29266300	Child Care Social Services	\$	1,065,000	\$	- \$ 1,065,000
29568900	Veteran Services	\$	1,038,133	\$	- \$ 1,038,133
29630100	Criminal Forfeiture	\$	1,890	\$	- \$ 1,890
Enterprise Funds					
51744100	Landfill	\$	105,650	\$	- \$ 105,650
54237100	Building & Safety	\$	3,272,246	\$	- \$ 3,272,246
5750275	Reg Wastewater O&M	\$	3,438	\$	- \$ 3,438
5780275	Septic Receiving	\$	1,592,264	\$	- \$ 1,592,264
58105400	Airport	\$	1,397,319	\$	- \$ 1,397,319
58853800	LETS	\$	5,536,946	\$	- \$ 5,536,946
59535100	Jail Commissary	\$	175,765	\$	- \$ 175,765
Internal Service Funds					
63126500	Facility Services	\$	2,881,566	\$	- \$ 2,881,566
63622800	Information Technology	\$	5,655,173	\$	- \$ 5,655,173
66126300	Car Pool	\$	1,980,529	\$	- \$ 1,980,529
67785200	Benefit Fund	\$	10,954,169	\$	- \$ 10,954,169

REVENUES					
2020 Amended				Proposed Amended	
\$	(10,542,142)	\$	-	\$	(10,542,142)
\$	(50,000)	\$	-	\$	(50,000)
\$	(14,000)	\$	-	\$	(14,000)
\$	(2,619,177)	\$	-	\$	(2,619,177)
\$	(61,518)	\$	-	\$	(61,518)
\$	(3,651,326)	\$	(376,318)	\$	(4,027,644)
\$	(500)	\$	-	\$	(500)
\$	-	\$	-	\$	-
\$	(461,349)	\$	-	\$	(461,349)
\$	(305,544)	\$	-	\$	(305,544)
\$	(314,275)	\$	-	\$	(314,275)
\$	(5,600)	\$	-	\$	(5,600)
\$	(279,527)	\$	-	\$	(279,527)
\$	(24,555)	\$	-	\$	(24,555)
\$	(644,842)	\$	85,168	\$	(559,674)
\$	(167,421)	\$	-	\$	(167,421)
\$	(12,000)	\$	-	\$	(12,000)
\$	(132,446)	\$	-	\$	(132,446)
\$	(25,000)	\$	-	\$	(25,000)
\$	-	\$	-	\$	-
\$	(42,855)	\$	-	\$	(42,855)
\$	(65,000)	\$	-	\$	(65,000)
\$	(6,150)	\$	-	\$	(6,150)
\$	(204,000)	\$	-	\$	(204,000)
\$	(2,554,318)	\$	-	\$	(2,554,318)
\$	(4,272,325)	\$	-	\$	(4,272,325)
\$	(372,250)	\$	-	\$	(372,250)
\$	(26,646)	\$	-	\$	(26,646)
\$	(20,000)	\$	-	\$	(20,000)
\$	(2,000)	\$	-	\$	(2,000)
\$	(3,000)	\$	-	\$	(3,000)
\$	(120,780)	\$	-	\$	(120,780)
\$	-	\$	-	\$	-
\$	-	\$	(85,168)	\$	(85,168)
\$	(1,250)	\$	-	\$	(1,250)
\$	(9,000)	\$	-	\$	(9,000)
\$	(2,041,993)	\$	(74,000)	\$	(2,115,993)
\$	(1,065,000)	\$	-	\$	(1,065,000)
\$	(1,011,000)	\$	-	\$	(1,011,000)
\$	-	\$	-	\$	-
\$	(75,400)	\$	-	\$	(75,400)
\$	(2,273,500)	\$	-	\$	(2,273,500)
\$	-	\$	-	\$	-
\$	(2,150,414)	\$	-	\$	(2,150,414)
\$	(1,501,242)	\$	-	\$	(1,501,242)
\$	(5,273,608)	\$	-	\$	(5,273,608)
\$	(129,000)	\$	-	\$	(129,000)
\$	(2,646,720)	\$	-	\$	(2,646,720)
\$	(4,846,837)	\$	-	\$	(4,846,837)
\$	(1,579,550)	\$	-	\$	(1,579,550)
\$	(10,954,169)	\$	-	\$	(10,954,169)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Amending Livingston County Budget and Authorizing Implementation of Recommendations Proposed To Reduce Appropriations Including a Moratorium on Hiring and Promotions, and Restrictions on Discretionary Spending as a Direct Result of COVID-19 – County Administration

WHEREAS, in response to the Coronavirus pandemic and to mitigate the spread of the virus, a series of significant actions were taken to protect the health and safety of Livingston County employees and Livingston County residents; and

WHEREAS, the response activities undertaken by the State will have unavoidable financial implications and curtail economic activity in Michigan substantially which it is currently and reasonably projected will adversely affect Livingston County and other municipal budgets; and

WHEREAS, it is currently and reasonably projected that County budgeted revenues (including State Share Revenue and reimbursements from the State) will be negatively impacted; demand for federal inmate housing has declined significantly; and charges for service and fees have been reduced because of restricted services imposed by the Stay Home Stay Safe Order; and

WHEREAS, the Michigan Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* (hereafter, “the UBAA”), was enacted to provide a uniform budgeting system for local units of government and to prohibit deficit spending by a local unit. Under the UBAA, if it appears that probable revenues are less than the budgeted estimated revenues during a budget year, the:

(t)he chief administrative officer or fiscal officer **shall** present to the legislative body recommendations which, if adopted, would prevent expenditures from exceeding available revenues for that current fiscal year. The recommendations shall include proposals for reducing appropriations from the fund for budgetary centers in a manner that would cause the total of appropriations to not be greater than the total of revised estimated revenues of the fund, or proposals for measures necessary to provide revenues sufficient to meet expenditures of the fund, or both. ... MCL 141.437(b)

WHEREAS, as required by the UBAA, in preparation for these impacts, Livingston County government must act now to prudently seek to address these projected reductions in the current year budgeted revenue by means of amendment to the County budget and implementation of the proposed recommendations to reduce expenditures including: a freeze on hiring, review all expenditures, and reducing or limiting discretionary spending to seek to address and mitigate the effects of the COVID-19 pandemic on the fiscal health of this County.

THEREFORE BE IT RESOLVED that based on the expected financial and revenue implications to the County, the Livingston County Board of Commissioners authorizes an immediate moratorium on hiring of employees into County positions and promotions. This includes:

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-
- filling existing vacant positions
 - creating new positions
 - reclassifying positions to a higher grade
 - transfer of positions or promotions

BE IT FURTHER RESOLVED that this hiring moratorium does not presently apply to the following classes of vacant positions which are deemed critical in protecting the health, safety, or welfare of the citizens of Livingston County during the COVID-19 emergency:

- 911 Dispatchers
- EMS Paramedics
- Sheriff Deputies and Correction Officers
- Public Health Critical Staff
- Emergency Manager
- IT positions that support the above positions

BE IT FURTHER RESOLVED that exceptions to the hiring moratorium will be considered by the Board of Commissioners, in its discretion, if one or more of the following apply:

- The filling of a vacant position is required by specific legal mandate;
- The reclassification or filling of a position will result in a long term budgetary savings, protect existing state or federal revenue, or secure additional state or federal revenue.

BE IT FURTHER RESOLVED to request an exception to the moratorium and filling a non-critical position, Elected Officials and Department Directors must apply to the Board of Commissioners in writing and provide the Board with sufficient evidentiary justification for such an exception.

BE IT FURTHER RESOLVED that given the severity of the fiscal challenges confronting the County due to the COVID-19 pandemic, the Board of Commissioners directs all Department Heads and Elected Offices in Livingston County government to restrict discretionary spending and aggressively implement cost containment strategies and administrative efficiencies to generate budgetary savings. This includes, but is not limited to eliminating:

- All non-essential purchases

- In-state and out-of-state overnight travel
- Overnight training and/or conferences not required for license, certification, or grant requirement
- Other forms of discretionary expenditure

BE IT FURTHER RESOLVED that essential expenditures in following areas will be exempt:

- Expenditures necessary to respond to COVID-19 that have been coordinated through the Livingston County Emergency Operations Center
- Expenditures necessary to directly protect the health, safety, or welfare of County residents
- Activities necessary to produce budgetary savings, protect existing revenue, or secure additional revenue for Livingston County

BE IT FURTHER RESOLVED that the Board of Commissioners temporarily, and until further notice, rescinds the authority granted in Resolution 2019-11-175 which permitted Departments to enter into contract or purchase items under \$100,000 if it were included in the line item detail of the approved 2020 Budget. Each item or contract over \$25,000 must follow the procurement policy, be essential for operations and now come before the Board of Commissioner for authorization through at least the end of the current fiscal year.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes a budget amendment to General Fund revenue to recognize the decrease in the number of Federal Inmates housed and reduced statutory State Revenue Share from the reduction of sales tax received at the State level because of the Stay Home Stay Safe Executive Order:

FUND	Approved 2020 budget	Proposed amendment	Amended 2020 budget
101 - General Fund Revenue	\$ (51,513,886)	\$ 600,000	\$ (50,913,886)

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes budget amendment reducing general fund expenses for vacant positions as well as for out-of-state and in-state travel as follows:

FUND	Approved 2020 budget	Proposed amendment	Amended 2020 budget
101 - General Fund Expense	\$ 51,665,100	\$ (751,214)	\$ 50,913,886

Department level detail is attached.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes a decrease in the transfer from General Fund to the Capital Replacement Fund F403 in the amount of \$400,000 for 2020 and directs that each of the approved Capital Improvement Projects be reviewed and held until future years until the financial impact from the COVID-19 emergency is better known. Capital projects that will continue to move forward must first be authorized by the Board.

BE IT FURTHER RESOLVED Department Heads must make every effort to further reduce overall County spending, including but not limited to implementing limits on the use of procurement cards, discretionary contracts, and employee reimbursements.

BE IT FURTHER RESOLVED Department Directors and Elected Officials must closely and regularly monitor expenditures to ensure compliance and report any issues to the County Administrator and Financial Officer on a monthly basis. The County Administrator or Financial Officer will provide a financial status report no less than every two months to the Board of Commissioners through the end of the year. This Board of Commissioner Resolution and action does not preclude further and additional future budget revisions or cost savings measures as may be deemed prudent based upon further or additional projections.

BE IT FURTHER RESOLVED all Elected Officials and Appointed Directors must cooperate fully in this effort.

BE IT FURTHER RESOLVED that the Chief Judges shall be provided a copy of this Resolution and the Board's recommendation and request that the Livingston County Courts also agree to implement these budget reduction measures as to Court operations. In the alternative, the Livingston County Courts budget shall be amended and reduced by the commensurate share of the projected shortfall and the Chief Judges shall undertake such

measures the Courts deem necessary to comport with the Board of Commissioners’
“amendments of existing appropriations.”

BE IT FURTHER RESOLVED this will be effective immediately upon approval and will remain in
effect until further notice.

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MOVED:
SECONDED:
CARRIED:

EXPENDITURES

	2020 Amended	Department Vacancies	In-State Travel	Out of State Travel	Reduce Transfer from Capital	Adjust to Contingency	+/-	Proposed Amended
10100001 GF TAXES								
10110100 GF BOARD OF COMMISSIO	\$ 638,681		\$ (1,838)				\$ (1,838)	\$ 636,843
10113100 GF CIRCUIT COURT	\$ 1,089,109		\$ (2,213)				\$ (2,213)	\$ 1,086,896
10113600 GF DISTRICT COURT	\$ 2,118,093		\$ (3,394)				\$ (3,394)	\$ 2,114,699
10114800 GF PROBATE COURT	\$ 800,660		\$ (1,125)				\$ (1,125)	\$ 799,535
10114900 GF JUVENILE COURT	\$ 838,310	\$ (35,135)	\$ (813)				\$ (35,948)	\$ 802,362
10115000 GF GUARDIANSHIP	\$ 8,714						\$ -	\$ 8,714
10115100 GF PROBATION	\$ 73,514						\$ -	\$ 73,514
10116700 GF APPELLATE COURT	\$ 67,210						\$ -	\$ 67,210
10116800 GF CENTRAL SERVICE JUDICIAL	\$ 2,587,872	\$ (33,338)	\$ (266)	\$ (1,300)			\$ (34,904)	\$ 2,552,968
10117200 GF COUNTY ADMINISTRAT	\$ 447,481		\$ (375)				\$ (375)	\$ 447,106
10119200 GF ERP PROJECT	\$ -						\$ -	\$ -
10121200 FISCAL SERVICES	\$ 500,923		\$ (1,125)	\$ (1,965)			\$ (3,090)	\$ 497,833
10121500 GF COUNTY CLERK	\$ 408,539		\$ (375)				\$ (375)	\$ 408,164
10121599 GF COUNTY CLERK CIRCU	\$ 937,417	\$ (54,146)	\$ (188)				\$ (54,334)	\$ 883,083
10122300 GF INTERNAL / EXTERNA	\$ 127,800						\$ -	\$ 127,800
10124800 GF TAX ALLOCATION BOA	\$ 1,495						\$ -	\$ 1,495
10124900 GF PLAT BOARD	\$ 500						\$ -	\$ 500
10125300 GF COUNTY TREASURER	\$ 1,045,873		\$ (806)	\$ (1,416)			\$ (2,222)	\$ 1,043,651
10125700 GF EQUALIZATION	\$ 543,488	\$ (23,522)	\$ (900)				\$ (24,422)	\$ 519,066
10126100 GF COOPERATIVE EXTENS	\$ 241,022						\$ -	\$ 241,022
10126200 GF ELECTIONS	\$ 344,484		\$ (361)	\$ (2,500)			\$ (2,861)	\$ 341,623
10126500 GF FACILITIES SERVICE	\$ 259,158						\$ -	\$ 259,158
10126700 GF PROSECUTING ATTORN	\$ 2,375,482		\$ (3,460)	\$ (2,000)			\$ (5,460)	\$ 2,370,022
10126717 GF PROS. ATTY FAMILY	\$ 103,885						\$ -	\$ 103,885
10126800 GF REGISTER OF DEEDS	\$ 718,181	\$ (16,822)	\$ (608)				\$ (17,430)	\$ 700,751
10126900 GF CIVIL COUNSEL	\$ 239,680						\$ -	\$ 239,680
10127000 GF HUMAN RESOURCES	\$ 713,417			\$ (1,600)			\$ (1,600)	\$ 711,817
10127500 GF DRAIN COMMISSIONER	\$ 2,439,961		\$ (1,846)				\$ (1,846)	\$ 2,438,115
10130100 GF SHERIFF	\$ 8,660,947	\$ (14,557)	\$ (10,179)	\$ (25,613)			\$ (50,349)	\$ 8,610,598
10130106 GF SHERIFF - TRAFFIC	\$ 44,726						\$ -	\$ 44,726
10130143 GF SHERIFF - ANIMAL CNTRL	\$ 202,816		\$ (1,140)				\$ (1,140)	\$ 201,676
10130500 GF COURT SECURITY	\$ 293,813						\$ -	\$ 293,813
10135100 GF JAIL	\$ 12,262,738	\$ (47,185)	\$ (4,594)	\$ (16,526)			\$ (68,305)	\$ 12,194,433
10142600 GF EMERGENCY MNGMT	\$ 153,784		\$ (1,772)	\$ (1,000)			\$ (2,772)	\$ 151,012
10143000 GF ANIMAL SERVICES	\$ 643,201	\$ (28,021)		\$ (1,200)			\$ (29,221)	\$ 613,980
10144100 GF DEPT OF PUBL WORKS	\$ 205,343		\$ (375)				\$ (375)	\$ 204,968
10144500 GF - DRAINS PUBLIC BE	\$ 235,000						\$ -	\$ 235,000
10160100 GF HEALTH DEPARTMENT	\$ 170,000						\$ -	\$ 170,000
10160500 GF CONTAGIOUS DISEASE	\$ 5,000						\$ -	\$ 5,000
10164800 GF MEDICAL EXAMINER	\$ 445,953		\$ (378)				\$ (378)	\$ 445,575
10164900 GF MENTAL HEALTH	\$ 600,470						\$ -	\$ 600,470
10167200 GF AGENCY ON AGING	\$ 159,986						\$ -	\$ 159,986
10172100 GF PLANNING	\$ 417,666		\$ (881)	\$ (1,646)			\$ (2,527)	\$ 415,139
10172800 GF ECONOMIC DEVELOPME	\$ 175,000						\$ -	\$ 175,000
10174700 GF COMMUNITY ACTION P	\$ 609,842						\$ -	\$ 609,842
10185100 GF INSURANCE POLICIES	\$ 1,000,000						\$ -	\$ 1,000,000
10186100 GF RETIREMENT COUNTY	\$ 500,000						\$ -	\$ 500,000
10187000 GF UNEMPLOYMENT INSUR	\$ 25,000						\$ -	\$ 25,000
10189900 GF CHARGEBACKS	\$ 1,000						\$ -	\$ 1,000
10196600 GF APPROPRIATIONS	\$ 890,000				\$ (400,000)		\$ (400,000)	\$ 490,000
10196610 GF APPROPRIATIONS - Court	\$ 2,458,277						\$ -	\$ 2,458,277
10196631 GF APPROPRIATIONS - Other	\$ 936,856						\$ -	\$ 936,856
10196650 GF APPROPRIATIONS - Health	\$ 430,000						\$ -	\$ 430,000
10196800 GF CONTINGENCIES	\$ 466,734					\$ (2,710)	\$ (2,710)	\$ 464,024
General Fund Total	\$ 51,665,100	\$ (252,726)	\$ (39,012)	\$ (56,766)	\$ (400,000)	\$ (2,710)	\$ (751,214)	\$ 50,913,886

REVENUES				
2020 Amended	Reduced Federal Inmates - Jail	Reduced Constitutional Revenue Share+	+/-	Proposed Amended
\$ (38,257,255)		\$ 250,000	\$ 250,000	\$ (38,007,255)
\$ -			\$ -	\$ -
\$ (138,672)			\$ -	\$ (138,672)
\$ (2,534,195)			\$ -	\$ (2,534,195)
\$ (218,537)			\$ -	\$ (218,537)
\$ (239,264)			\$ -	\$ (239,264)
\$ (11,709)			\$ -	\$ (11,709)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (587,600)			\$ -	\$ (587,600)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (212,000)			\$ -	\$ (212,000)
\$ (434,450)			\$ -	\$ (434,450)
\$ (5,000)			\$ -	\$ (5,000)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (91,917)			\$ -	\$ (91,917)
\$ (30,000)			\$ -	\$ (30,000)
\$ -			\$ -	\$ -
\$ (170,900)			\$ -	\$ (170,900)
\$ (354,161)			\$ -	\$ (354,161)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (2,231,215)			\$ -	\$ (2,231,215)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (1,319,055)			\$ -	\$ (1,319,055)
\$ (428,881)			\$ -	\$ (428,881)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (3,766,456)	\$ 350,000		\$ 350,000	\$ (3,416,456)
\$ (34,019)			\$ -	\$ (34,019)
\$ (180,600)			\$ -	\$ (180,600)
\$ (19,200)			\$ -	\$ (19,200)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (8,800)			\$ -	\$ (8,800)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (240,000)			\$ -	\$ (240,000)
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ -			\$ -	\$ -
\$ (51,513,886)	\$ 350,000	\$ 250,000	\$ 600,000	\$ (50,913,886)

OBJECT	ORG	ACCOUNT DESCRIPTION	AVAILABLE BUDGET	% USED	BAR - (75% reduction
860000	10110100	IN-STATE TRAVEL	\$ 2,450.00	0.00	\$ 1,838
860000	10113100	IN-STATE TRAVEL	\$ 2,950.00	0.00	\$ 2,213
860000	10113600	IN-STATE TRAVEL	\$ 4,525.43	13.90	\$ 3,394
860000	10114800	IN-STATE TRAVEL	\$ 1,500.00	0.00	\$ 1,125
860000	10114900	IN-STATE TRAVEL	\$ 1,083.43	35.70	\$ 813
860000	10116800	IN-STATE TRAVEL	\$ 355.00	0.00	\$ 266
860000	10117200	IN-STATE TRAVEL	\$ 500.00	0.00	\$ 375
860000	10121200	IN-STATE TRAVEL	\$ 1,499.36	11.80	\$ 1,125
860000	10121500	IN-STATE TRAVEL	\$ 500.00	0.00	\$ 375
860000	10121599	IN-STATE TRAVEL	\$ 250.00	0.00	\$ 188
860000	10125300	IN-STATE TRAVEL	\$ 1,074.93	28.30	\$ 806
860000	10125700	IN-STATE TRAVEL	\$ 1,200.00	0.00	\$ 900
860000	10126200	IN-STATE TRAVEL	\$ 481.75	3.70	\$ 361
860000	10126700	IN-STATE TRAVEL	\$ 4,613.50	1.80	\$ 3,460
860000	10126800	IN-STATE TRAVEL	\$ 810.75	18.90	\$ 608
860000	10127500	IN-STATE TRAVEL	\$ 2,460.75	35.20	\$ 1,846
860000	10130100	IN-STATE TRAVEL	\$ 12,416.50	0.70	\$ 9,312
860000	10130100	IN-STATE TRAVEL	\$ 1,156.00	3.70	\$ 867
860000	10130143	IN-STATE TRAVEL	\$ 1,520.00	0.00	\$ 1,140
860000	10135100	IN-STATE TRAVEL	\$ 5,149.75	2.80	\$ 3,862
860000	10135100	IN-STATE TRAVEL	\$ 975.61	67.50	\$ 732
860000	10142600	IN-STATE TRAVEL	\$ 2,362.00	0.00	\$ 1,772
860000	10144100	IN-STATE TRAVEL	\$ 500.00	0.00	\$ 375
860000	10164800	IN-STATE TRAVEL	\$ 503.68	40.70	\$ 378
860000	10172100	IN-STATE TRAVEL	\$ 1,175.00	2.10	\$ 881
					\$ 39,010.08

Budget Amendment for non General Funded Positions not done at this time

860000	21065100	IN-STATE TRAVEL	\$ 2,000.00	0.00
860000	21514100	IN-STATE TRAVEL	\$ 2,368.00	5.30
860000	22160100	IN-STATE TRAVEL	\$ 9,251.00	0.50
860000	23826717	IN-STATE TRAVEL	\$ 1,300.00	0.00
860000	23842600	IN-STATE TRAVEL	\$ 3,905.00	0.00
860000	23926718	IN-STATE TRAVEL	\$ 500.00	0.00
860000	24527800	IN-STATE TRAVEL	\$ 250.00	0.00
860000	25626801	IN-STATE TRAVEL	\$ 2,500.00	0.00
860000	26017200	IN-STATE TRAVEL	\$ 2,388.00	0.50
860000	26132500	IN-STATE TRAVEL	\$ 9,555.30	4.40
860000	26132526	IN-STATE TRAVEL	\$ 6,272.47	3.50
860000	29568900	IN-STATE TRAVEL	\$ 2,988.00	0.40
860000	54237100	IN-STATE TRAVEL	\$ 3,966.55	0.80
860000	58105400	IN-STATE TRAVEL	\$ 1,225.22	61.30
860000	58853800	IN-STATE TRAVEL	\$ 1,104.00	1.90
860000	63126500	IN-STATE TRAVEL	\$ 200.00	0.00
860000	63622800	IN-STATE TRAVEL	\$ 2,380.00	0.00
860000		Total 860000 IN-STATE TR	\$ 104,166.98	8.10
		Revenue Total	\$ -	0.00
		Expense Total	\$ 104,166.98	8.10
		Grand Total	\$ 104,166.98	8.10

OBJECT	ORG	ACCOUNT DESCRIPTION	AVAILABLE BUDGET	% USED
860500	10116800	OUT OF STATE TRAVEL	1,300	0.00
860500	10121200	OUT OF STATE TRAVEL	1,965	15.90
860500	10125300	OUT OF STATE TRAVEL	1,416	16.70
860500	10126200	OUT OF STATE TRAVEL	2,500	0.00
860500	10126700	OUT OF STATE TRAVEL	2,000	0.00
860500	10127000	OUT OF STATE TRAVEL	1,600	0.00
860500	10130100	OUT OF STATE TRAVEL	20,073	8.40
860500	10130100	OUT OF STATE TRAVEL	3,000	0.00
860500	10130100	OUT OF STATE TRAVEL	2,540	15.30
860500	10135100	OUT OF STATE TRAVEL	16,526	17.40
860500	10142600	OUT OF STATE TRAVEL	1,000	0.00
860500	10143000	OUT OF STATE TRAVEL	1,200	0.00
860500	10172100	OUT OF STATE TRAVEL	1,646	13.40
			\$ 56,766.92	

Budget Amendment for non-General Fund positions not done at this time

860500	21065100	OUT OF STATE TRAVEL	4,994	0.10
860500	21514100	OUT OF STATE TRAVEL	1,500	0.00
860500	22160100	OUT OF STATE TRAVEL	2,100	15.70
860500	23816800	OUT OF STATE TRAVEL	2,215	83.00
860500	23842600	OUT OF STATE TRAVEL	1,000	0.00
860500	23916800	OUT OF STATE TRAVEL	4,880	0.00
860500	26132500	OUT OF STATE TRAVEL	19,277	8.20
860500	29568900	OUT OF STATE TRAVEL	3,639	19.10
860500	54237100	OUT OF STATE TRAVEL	10,000	0.00
860500	58853800	OUT OF STATE TRAVEL	2,439	2.40
860500	59535100	OUT OF STATE TRAVEL	1,500	0.00
860500	63622800	OUT OF STATE TRAVEL	16,986	0.00
860500		Total 860500 OUT OF STATE TRAVEL	127,297	13.90
		Revenue Total	0	0.00
		Expense Total	127,297	13.90
		Grand Total	127,297	13.90

Position #	Description	Group/BU	Location	Org	Object	CY FTE	Annual Salary	Annual for FTE	9 months	benefits@ 20%	BAR
14900206	DEP JUV REG/CRT REC	CTS	1490	10114900	704000	1.000	39039	\$ 39,039.00	\$ 29,279	\$ 5,856	\$ 35,135
16800120	ACCOUNT CLERK	CTS	1680	10116800	704000	1.000	37042	\$ 37,042.00	\$ 27,782	\$ 5,556	\$ 33,338
21599107	DEPUTY CIRC CRT CLK	NU	2159	10121599	704000	1.000	34774	\$ 34,774.00	\$ 26,081	\$ 5,216	\$ 31,297
21599111	DEPUTY CIRC CRT CLK	NU	2159	10121599	706000	0.730	34774	\$ 25,385.02	\$ 19,039	\$ 3,808	\$ 22,847
25700106	SR APPRAISER	NU	2570	10125700	706001	0.500	52272	\$ 26,136.00	\$ 19,602	\$ 3,920	\$ 23,522
26800105	SR DEPUTY REG OF DEE	NU	2680	10126800	706001	0.500	37382	\$ 18,691.00	\$ 14,018	\$ 2,804	\$ 16,822
30100113	OFFICE ASSISTANT	NU	3010	10130100	706001	0.500	32348	\$ 16,174.00	\$ 12,131	\$ 2,426	\$ 14,557
35100106	JAIL INTAKE SPECIALI	NU	3510	10135100	704000	1.000	37382	\$ 37,382.00	\$ 28,037	\$ 5,607	\$ 33,644
35100109	SWAP OFFICER	NU	3510	10135100	706001	0.500	30091	\$ 15,045.50	\$ 11,284	\$ 2,257	\$ 13,541
43000117	ADMINISTRATIVE AIDE	NU	4300	10143000	706001	0.480	34774	\$ 16,691.52	\$ 12,519	\$ 2,504	\$ 15,022
43000112	KENNEL ASSISTANT	NU	4300	10143000	706001	0.480	30091	\$ 14,443.68	\$ 10,833	\$ 2,167	\$ 12,999
									\$ 210,603	\$ 42,121	\$ 252,723

Budget Amendment on non-General Fund Positions not done at this time

60100129	ENVIRON SANITARI II	NU	6010	22160100	704000	1.000	57499	\$ 57,499.00	\$ 43,124	\$ 8,625	\$ 51,749
60100139	HEARING/VISION TECH	NU	6010	22160100	706001	0.500	34774	\$ 17,387.00	\$ 13,040	\$ 2,608	\$ 15,648
60100145	COMM HEALTH WORKER	NU	6010	22160100	706001	0.250	34774	\$ 8,693.50	\$ 6,520	\$ 1,304	\$ 7,824
											\$ 75,222

32500108	OPERATIONS SUPERVISO	NU	3250	26132500	704000	1.000	57499	\$ 57,499.00	\$ 43,124	\$ 8,625	\$ 51,749
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14900202	PROBATION OFFICER	CTS	1490	29266200	704000	1.000	49626	\$ 49,626.00	\$ 37,220	\$ 7,444	\$ 44,663
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68200108	VETERAN COUNSELOR	NU	6820	29568900	704000	1.000	43200	\$ 43,200.00	\$ 32,400	\$ 6,480	\$ 38,880
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37100127	BUILD INSPEC PLANRVR	NU	3710	54237100	704000	1.000	57499	\$ 57,499.00	\$ 43,124	\$ 8,625	\$ 51,749
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37100128	BUILDING INSPECTOR / R	NU	3710	54237100	704000	1.000	57499	\$ 57,499.00	\$ 43,124	\$ 8,625	\$ 51,749
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\$ 103,498

26500134	DEPUTY FACILITY DIRECT	NU	2650	63126500	704000	1.000	61811	\$ 61,811.00	\$ 46,358	\$ 9,272	\$ 55,630
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26500135	MAINTENANCE MECHAN	NU	2650	63126500	704000	1.000	37382	\$ 37,382.00	\$ 28,037	\$ 5,607	\$ 33,644
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\$ 89,274

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Reorganization of the Juvenile Division of the Trial Courts – Juvenile Court

WHEREAS, the Chief Judge of the Circuit Court, Presiding Judge of the Juvenile Division, the Juvenile and Probate Court Administrator and the Court Financial Officer have evaluated the organizational structure of the Juvenile Court and wish to make changes to that structure to coordinate and improve the reimbursement and collection process; and

WHEREAS, the functions of the Diversion Coordinator position will be distributed and absorbed by other members in the Juvenile Probation Department and the Juvenile Court could benefit from a more streamlined reimbursement and collection process; and

WHEREAS, the Reimbursement & Collections Clerk position will focus on duties pertaining to payment terms and the collection and accounting of court-ordered costs, fees and service reimbursements, and will enhance customer service and interaction, improve the sharing of information and communication and, ultimately, create a more interactive and integrated approach for moving juveniles and their parents through the various stages of reimbursement and collection; and

WHEREAS, the Reimbursement & Collections Clerk position is a revenue capturing position; and

WHEREAS, the Reimbursement & Collections Clerk will be funded 25% by the Child Care Fund and 75% by the Juvenile Court General Fund; and

WHEREAS, this reorganization will result in a decrease in general fund expenditures.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a reorganization of the Juvenile Court changing the Diversion Coordinator position at Grade 8 to the Reimbursement and Collections Clerk position at Grade 4 as described in the chart below.

CURRENT					
Position #	Description	Grade	FTE	ORG	Percent
14900205	DIVERSION	8	1.00	29266200	50%
	COORDINATOR			10114900	50%
PROPOSED					
Position #	Description	Grade	FTE	ORG	Percent
14900205	REIMBURSEMENT &	4	1.00	29266200	25%
	COLLECTIONS CLERK			10114900	75%

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MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY COURTS JOB DESCRIPTION

REIMBURSEMENT & COLLECTIONS CLERK – JUVENILE COURT

Supervised by: Court Financial Officer

Supervises: No supervisory responsibility

Position Summary:

Under the direction of the Court Financial Officer and the Juvenile Court Administrator, performs a variety of tasks in support of the reimbursement and collection functions of the Juvenile Court. Duties include, but are not limited to, posting charges to accounts; assisting families with account balances; setting up payment plans; preparing monthly statements, delinquency letters, and yearly state income tax intercept orders; assisting staff with questions regarding account balances and performing other court-related duties.

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. Interviews payers, reviews financial records and assesses income to determine the ability to pay. Provides information and communicates findings to the probation department and judiciary.
2. Meets face-to-face with juvenile offenders and/or parents to set up payment plans for reimbursements to the court under established guidelines.
3. Communicates with parents and others regarding account balances, payment arrangements, collection procedures and a variety of matters. Provides excellent customer service and works to resolve conflicts.
4. Receives and posts financial court orders and charges to accounts.
5. Monitors compliance with court ordered restitution and other payments. Maintains real-time case notes and monitors dockets to facilitate collection activities. Collaborates with victim right's advocate in Prosecutor's office to facilitate distribution of restitution to victims.

6. Generates monthly invoices to payers identifying current and past due balances and payment requirements.
7. Monitors collection and initiates collection activities such as correspondence to payers; direct contact with payers; redirecting government benefits and child support; and petitions & orders to show cause.
8. Generates and reviews the tax intercept audit and in conjunction with the Court Financial Officer, determines taxes to be intercepted. Prepares and processes orders. Files notices to discharge as necessary.
9. Assists in preparation and maintenance of financial records for the child care fund and other Juvenile Court grant reports.
10. Works collaboratively with Juvenile Court Administration, the Financial, Probation and Court Support Departments to carry out the statutory duties of the court in regard to assessment, reimbursement and collections.
11. Provides financial and collections reporting for Juvenile Court, including providing information to Juvenile Probation Officers regarding status of restitution and financial provisions of probation.
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 qualified individuals with disabilities to perform the job.

Requirements include the following:

- Associate's Degree in accounting, paralegal, business or related field and two years of progressively more responsible experience in bookkeeping or accounting, preferably in a law or court environment.
- The Court, at its discretion, may consider an alternative combination of formal education and work experience.

- Knowledge of the principles and practices of accounting and office procedures.
- Considerable knowledge of bookkeeping principles and practices, cash handling, receipting documents and payments, and providing customer service.
- Skill in assembling data and preparing comprehensive and accurate reports.
- Demonstrated ability to maintain professional integrity and respect for those requiring juvenile services including the ability to lead and earn respect.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with county employees, representatives of other governmental units, professional contacts, elected officials, children and families and the public.
- Skill in the use of office equipment and technology, including Microsoft Suite, On Base, Munis, Judicial Data Warehouse (JDW), Judicial Information System (JIS), Accurint and other database and financial software and the ability to learn new software programs applicable to the position.

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.

2020

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve a Non-Precedent Setting, One Time Only Voluntary Donation of Vacation Time to an Employee within the District Court – District Court

WHEREAS, employees within the District Court have requested the opportunity for employees to donate vacation time to an employee of the District Court who has a serious health condition; and

WHEREAS, said donation would be a totally voluntary action on the part of the employees wishing to contribute their vacation time and will do so by signing and returning the appropriate form provided by the Human Resources Department.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves, subject to written concurrence by the union, the non-precedent setting, one time only voluntary donation of vacation time by County or Court employees to an employee in the District Court who has experienced a serious health condition.

#

MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve a Non-Precedent Setting, One Time Only Voluntary Donation of Vacation Time to an Employee within the 911 Central Dispatch – 911 Central Dispatch

WHEREAS, employees within the 911 Central Dispatch have requested the opportunity for employees to donate vacation time to an employee of the 911 Central Dispatch who has a serious health condition; and

WHEREAS, said donation would be a totally voluntary action on the part of the employees wishing to contribute their vacation time and will do so by signing and returning the appropriate form provided by the Human Resources Department.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves, subject to written concurrence by the union, the non-precedent setting, one time only voluntary donation of vacation time by County or 911 employees to an employee in the 911 Central Dispatch who has experienced a serious health condition.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
911 CENTRAL DISPATCH

300 S. Highlander Way, Howell, Michigan 48843
Phone 517.546.4620 Fax 517.546.5008
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Chad Chewning, 911 Director
Date: April 17, 2020
Re: Donation of Vacation Time for Sick Employee

One of 911 Central dispatch employee was just placed out on medical for a serious health issue that is requiring to be off for several months. In reviewing her available time in her banks she will be short hours to cover the time off with pay.

Please find for your consideration the attached resolution for the donation of vacation time to Jessica Gatton, 911 Dispatcher. Dispatcher Gatton will exhaust her vacation and sick time and will be off work without pay due to a serious health condition. The 911 Department is seeking volunteers that might be willing to donate vacation time to Dispatcher Gatton. The request to allow a non-precedent setting, one-time only, donation of Vacation time was initiated by employees of the 911 Central Dispatch. Agreement from the 911 Central Dispatch Union has been obtain from President Reed to support the donation of vacation hours.

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 Lease Deferment Agreement Between the University of Michigan and the Livingston County EMS Department- Emergency Medical Services

WHEREAS, the University of Michigan is experiencing a significant cash flow challenge as a result of the COVID-19 outbreak,

WHEREAS, the University of Michigan has an existing lease agreement with the EMS department for the lease of hanger space used by Survival flight,

WHEREAS, the University of Michigan has reached out to the EMS department requesting a deferment of rent payments to help offset the cash flow issue,

WHEREAS, our legal counsel has drafted the attached lease deferment agreement and it has been sent to U of M for review and approval,

WHEREAS, The EMS Director and acting County Administrator have reviewed the request and feel that as long as the EMS department is made whole by October 1st, 2020 when the annual bond payment is due that we can financially absorb this short term deferment,

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and authorizes the short-term partial deferment of rent payments proposed by University of Michigan as outlined in the attached First Amendment of Lease agreement with the University of Michigan so as to permit a 50% deferral of rent from the University of Michigan to the EMS Department for the months May, June, & July. The deferred rent shall to be repaid in full on or before September 30th, 2020.

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:

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 04/17/2020
Re: Resolution regarding U of M Lease deferral

I was recently contacted by a representative from U of M regarding the deferment of lease payment as they have experienced a significant cash flow shortage as a result of the COVID -19 outbreak. In their original request they were looking to defer payments out twelve to eighteen months. I had originally discussed it with the acting County administrator and we agreed that we were not in a cash position to be able to help.

During the follow up conversation with the U of M they were also interested in some short term deferments as they had hoped to have some federal funding soon to alleviate some of the cash flow issue.

After looking at our current cash position and timing of our bond payment on the EMS building the acting County administrator and I agreed that we could help with a short term deferment as long as we were made whole by the time that bond payment is due on 10-01-2020.

The draft deferment agreement was created by our legal counsel and forwarded to the U of M for review. I hope to have their approval back before the finance meeting on the 22nd.

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

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made this ___ day of April, 2020, by and between **LIVINGSTON COUNTY** ("Landlord") and **THE REGENTS OF THE UNIVERSITY OF MICHIGAN** ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated June 12, 2012 (the "Lease") pursuant to which Tenant leased, for a term of twenty years, certain hangar and office space at the Emergency Medical Services building located at 1885 N. Tooley Road, Howell, Michigan (the "EMS Facility"); and

WHEREAS, to address and mitigate certain COVID-19 related economic and cash-flow considerations, Landlord and Tenant desire to amend the Lease to defer the Tenant's payment of a portion of Base and Additional Rent for a period of three (3) months with respect to EMS Facility.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to the following:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

2. **Rent Deferment.** Notwithstanding anything to the contrary in Sections 4.0 and 4.1 of the Lease, Landlord hereby agrees to conditionally defer a portion of the Tenant's Base and Additional Rent payments for the period commencing May 1, 2020 and expiring July 31, 2020 (the "Rent Deferment Period").

2.1 During the Rent Deferment Period Tenant shall pay monthly Base and Additional Rent for the EMS Facility in an amount equal to \$13,561.56 per month. The total amount of deferred Base and Additional Rent during the Rent Deferment Period equals \$40,684.65.

2.2 Commencing August 1, 2020 and continuing through and including September 30, 2020, in addition to the payment of Base and Additional Rent specified in the Lease (e.g., \$27,123.11 per month), Tenant shall pay to Landlord the Deferred Rent in two (2) equal monthly installments of \$20,342.11 together with Tenant's August and September monthly installment of Base and Additional Rent.

2.3 Commencing October 1, 2020, Tenant shall pay to Landlord Base and Additional Rent for the EMS Facility in accordance with the schedule for Base and Additional Rent in the Lease (e.g., \$27,123.11 per month for 2020).

3. **Reaffirmation of Terms.** Except as expressly modified hereby, all of the terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

4. **Representations.** Tenant hereby represents and warrants to Landlord that: (i) Tenant is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) Tenant has full power and authority to execute and perform this First Amendment, and (iii) Tenant has taken all action necessary to authorize the execution and performance of this First Amendment.

5. **Counterpart Copies.** This First Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this First Amendment.

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

COUNTY OF LIVINGSTON

BY:

CAROL S. GRIFFITH - CHAIRPERSON
COUNTY BOARD OF COMMISSIONERS

Dated: _____

ated: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
**COHL, STOKER &
TOSKEY, P.C.**
By: **Richard McNulty**
On: April 17, 2020

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	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 – 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.

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 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

Agenda Page 53 of 71

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 accesories	1	47,145.00	49,995.00	2,850.00
MILO-RNG-A	Milo range advanced training system with accesories	1	23,695.00	24,995.00	1,300.00
MILO-RECOIL	Milo recoil kits for both pistol and rifle and install accesories	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



Think Procurement is doing a great job? [Nominate our staff for an Employee Recognition Award!](#)

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:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution to Adopt an Investment Policy Statement for the Livingston County
457(b) Deferred Compensation Plan – Fiscal Services**

WHEREAS, it has been determined that the implementation of an Investment Policy Statement for the Livingston County 457(b) Deferred Compensation Plan will assist the Retirement Plan Advisory Committee in effectively selecting, supervising, and evaluating the investment options provided under the Plan; and

WHEREAS, this Policy has been prepared by Plante Moran, Financial Advisors, and reviewed and approved by the Retirement Plan Advisory Committee; and

WHEREAS, this Resolution has been recommended for adoption by the Personnel Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopts the attached Investment Policy Statement for the Livingston County 457(b) Deferred Compensation Plan.

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**MOVED:
SECONDED:
CARRIED:**

INVESTMENT POLICY STATEMENT
For
Livingston County 457(b) Deferred Compensation Plan

February, 2020

Plante Moran
Financial Advisors

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SUMMARY OF PURPOSE AND OBJECTIVES

Plan Purpose and Objectives

The Livingston County 457(b) Deferred Compensation Plan ("Plan") was originally adopted effective November 1st, 1987 and covers the participants according to the terms of the Plan document, with the objective of offering participants the opportunity to save, manage, accumulate and preserve retirement account assets.

This Investment Policy Statement is issued by the Board of Commissioners of Livingston County (the "Commissioners"). The Commissioners have authorized the Retirement Plan Advisory Committee (the "Committee") to administer specific functions of the Plan, outlined herein and effective as of the date on which this Investment Policy Statement is acknowledged by the Commissioners.

All of the Plan assets are invested at the discretion of the participant, or if permitted, their beneficiary, in investment options selected from a group of alternatives made available by the Plan. The number and types of investment alternatives available and the investment managers retained to manage the alternatives are subject to change. Decisions regarding investment options will be made in the sole interest of the participants and beneficiaries of the Plan.

The provisions of this Investment Policy Statement are subject to the terms of the Plan, the agreement establishing the trust maintained pursuant to the Plan, the charter under which the Committee is organized (if applicable), and any relevant investment advisory agreement. To the extent of any conflict, the terms of such Plan, agreement, charter, or investment advisory agreement control. This Investment Policy Statement does not provide any additional rights to any party other than those that are described in those documents.

Purpose of the Investment Policy Statement

The purpose of this Investment Policy Statement is to assist the Committee in effectively selecting, supervising, and evaluating the investment options provided under the Plan. The primary focus of this Investment Policy Statement is to:

1. Outline the criteria to select and monitor the investment options under the Plan.
2. Effectively manage the selection of investment options under the Plan.

The Committee will formally review this Investment Policy Statement periodically. Any modifications to this Investment Policy Statement will be reviewed and discussed with the appropriate parties prior to implementation.

ROLES AND RESPONSIBILITIES

Plan Participants

Plan participants are responsible for making their own investment decisions based on their own retirement goals, risk tolerances and savings/investment time horizons.

Livingston County Retirement Plan Advisory Committee

The Committee is broadly responsible to oversee the administration of the Plan and investment of the Plan assets. Its duties include executing this Investment Policy Statement, adding, removing, or replacing funds within the Plan, and monitoring and evaluating the performance of service providers in carrying out this Statement.

Livingston County Staff

The appropriate staff of Livingston County, as designated by Livingston County from time to time, is responsible for the day-to-day administrative duties of the Plan and providing the Committee with appropriate information to fulfill its responsibilities.

Investment Consultant

The primary role of the Investment Consultant is to assist the Committee in fulfilling its responsibilities by providing information, analysis and a prudent process that contribute to the success of the investment program. The Investment Consultant is responsible for assisting the Committee in selecting investment options available to Plan participants and ongoing monitoring of investment options. The Investment Consultant is also responsible for assisting the Committee with respect to analyzing fees and summarizing fees paid to various service providers, educating and updating the Committee on investment issues that might impact the Plan, and various other services identified in its Investment Advisory Agreement.

Custodian (Directed Trustee)

The primary role of the Custodian is to provide adequate safekeeping of the assets along with suitable accounting services and reporting. The Custodian also provides proxies for voting when received from mutual funds and investment managers and any other services listed in the Custodial Services Agreement.

Third Party Administrator (TPA)/Record Keeper

The TPA/Record Keeper is responsible for daily administration services along with compliance testing and document filing services in accordance with regulations, and for making accurate and timely plan data accessible to the Committee and staff. The TPA/Record Keeper also provides participant services including but not limited to: web or phone access to account information and planning tools, access to phone representatives, quarterly statements and other services listed in the TPA/Record Keeper Service Agreement.

Investment Managers

The role of each Investment Manager is to manage the Plan assets under its supervision in accordance with guidelines and objectives included in each Investment Manager's agreement, or in accordance with the prospectus for mutual funds and consistent with each Investment Manager's stated investment philosophy and style as presented to the Committee/Investment Consultant. Each Investment Manager also exercises investment discretion in regard to buying, managing and selling assets held in the portfolio, subject to any limitations contained in this document and the Investment Manager's agreement or prospectus.

See the Plan's quarterly report for a listing of Investment Managers.

INVESTMENT OPTION POLICIES

Selection of Investment Options

The Committee will determine, through an understanding of eligible participants, an appropriate number and type of investment options to offer, and which specific Investment Manager to employ for each investment option.

Default Investment

The discretionary assets of participants who do not make an active selection among the available investment options will be placed in the Plan's Qualified Default Investment Alternative ("QDIA"). Permissible QDIA options were reviewed by the Committee, in consultation with the Investment Consultant. The Committee may determine, with the help of the Investment Consultant, to replace the QDIA with another permissible option.

PERFORMANCE OBJECTIVES

Time Horizon

The Committee acknowledges that fluctuating rates of return characterize the securities markets, particularly during short-term time periods. Accordingly, the Committee focuses on

time horizons of three years and greater (e.g. a full market cycle) in evaluating the asset class and investment option performance relative to established benchmarks.

Performance Objectives

Based on the analysis that led to asset allocation and/or investment option decisions, the Committee has identified performance benchmarks for each investment option and the separate mandates within multiple manager options.

The Plan's investment options will be selected to:

1. Seek to achieve an appropriate return given the level of risk.
2. Provide investment returns comparable to returns for investment options having similar investment objectives and risk profiles.
3. Provide a diverse portfolio of investment options covering a range of asset classes.
4. Control administrative and management costs.

INVESTMENT OPTION SELECTION AND EVALUATION

Investment Option Selection

The Committee's intent is to follow a process that embodies the principles of procedural due diligence. Accordingly, when selecting investment options, the Committee, with the assistance of the Investment Consultant, will employ a competitive search process, which includes the following steps:

1. Identification of qualified candidates from Investment Manager search databases maintained by the Investment Consultant or an independent third party.
2. Analysis of qualified candidates in terms of quantitative, qualitative and organizational factors.
3. Selection of finalist candidates based on a due diligence process. Investment options should meet the following minimum criteria:
 - Investment options should correspond to the asset classes appropriate and prudent for eligible Plan participants.
 - The Investment Manager should have a track record managing assets with a similar style.
 - In aggregate, the various share classes of the investment options should have total assets that are sufficient to avoid an excessive concentration of plan assets in the strategy.
 - Options should have a net expense ratio that is lower than the median (50th percentile) of their peer group unless above median expenses are justified for other reasons or factors. (e.g. long-term risk adjusted performance, revenue sharing credits).

Performance Evaluation and Review

With the assistance of the Investment Consultant, the Committee will regularly evaluate the performance of each investment option. In evaluating each investment option, the Committee will consider qualitative factors likely to impact the future performance of the investment option in addition to current and historical quantitative factors.

With the assistance of the Investment Consultant, the Committee has deemed it appropriate to establish objective standards for conducting a review of an Investment Manager.

Some of the conditions that may be considered include:

1. Organizational disruption such as manager changes or material client-servicing problems.
2. Long-term underperformance (defined as five years) in relation to an appropriate broad market index, the median of an appropriate peer group, and risk. If an investment option fails to generate a return premium net of fees in excess of the designated index or indices, performs below the median (50th percentile) of its peer group, and/or has below average alpha (compared to its peer group), then, upon completion of appropriate due diligence, the Committee may decide to eliminate that investment option under the Plan.
3. Shorter-term performance in relation to appropriate style index and the median of an appropriate peer group. A due diligence review process, which may lead to termination, should be initiated if an investment option ranks in the 4th quartile over a one-year period.

As a result of any formal or informal review, the Committee may decide, in its sole discretion to (i) take no action, (ii) monitor the investment option more closely for a period of time, or (iii) remove the investment option.

SERVICE PROVIDER SELECTION AND EVALUATION

In carrying out the policies of this Investment Policy Statement, the Committee may rely on various service providers, in addition to the Investment Managers, including, but not limited to: the Investment Consultant, Custodian, Third Party Administrator, and/or firms providing Plan participants individual investment advice or account management. Such service providers generally shall be evaluated and selected based on the following:

Furthering the Objectives of the Plan in a Cost-Effective Manner. Each service provider is intended to further the objectives of the Plan described in this Investment Policy Statement. The service providers shall be expected to deliver administratively efficient services and charge fees that are reasonable given the service(s) provided.

Core Business Commitment and Expertise. Service providers are intended to have a history of providing services to other retirement plans and its management should demonstrate an ongoing commitment to such business, and its employees should have a reputation among its clients for the quality of its services. The firm should show an appropriate knowledge of applicable statutes and regulations. It should also be able to understand and communicate the Plan sponsor's business culture.

Fiduciary Status and Conflicts of Interest. To the extent required based on the services being provided to the Plan, the service provider shall acknowledge its role as a fiduciary to the Plan. Service providers are expected to disclose any potential conflicts of interest to the Committee.

INVESTMENT FEES AND REVENUE SHARING

The Committee, with the assistance of the Investment Consultant, will analyze investment fees, including revenue sharing, on a periodic basis to determine reasonableness of fees for services provided.

Prepared by:

Reviewed and Accepted:

Plante Moran
Financial Advisors

Date

County Commissioner

Date

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing a Background Check Process for Board Appointments to Committees or Boards – Human Resources

WHEREAS, each year the Livingston County Board of Commissioners makes dozens of appointments to various committees and boards; and

WHEREAS, there is a need for the creation of a consistent and uniform approach to background checks for these appointments that is also sensitive to the variety of appointments and population representation requirements on some committees; and

WHEREAS, Human Resources has worked with civil counsel to develop background check guidelines for Board of Commissioner appointments to committees and boards.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the following guidelines for background checks for Board appointments to committees and boards.

- A. Candidates for Board or Committee membership (whether paid or unpaid) appointed directly by or within the sole authority of the Livingston County Board of Commissioners may be required to undertake background checks (which may include, but is not limited to criminal background and DHHS Child Registry) where:
 - i. Such background checks are required either expressly or by implication by law, regulation, licensing, performance standards, or applicable grant documents; or
 - ii. As otherwise required, in its discretion, by the Board of Commissioners and/or authorized County Elected Officials.
- B. To be considered, all candidates shall be required to authorize the County to secure, at minimum, a criminal conviction history and DHHS Child Registry history from the appropriate law enforcement or other appropriate agency, should the County determine it is required or appropriate to undertake a background check.
- C. Unless required by section (a)(1) or otherwise directed in the discretion of the Board of Commissioners, background checks will normally not be required to be undertaken for Board or Committee candidates or members who are:
 - i. elected officials; or
 - ii. municipal board members or public officials, or

- iii. a representative of a public benefit or charitable non-profit corporation;
- iv. where the candidate's inclusion (or representation of a population to be served) on the Board/Committee is required by law, regulation, municipal agreement or grant document in a representational capacity for a specified elected official/municipal entity/non-profit/or population to be served.

D. The Board retains discretion to permit or require a background check for any and all seats, offices, appointments or candidates for appointment subject to Board approval.

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CARRIED: