

# GENERAL GOVERNMENT AND HEALTH AND HUMAN SERVICES COMMITTEE

## AGENDA

December 7, 2020

4:30 PM

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Zoom Virtual Meeting

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

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

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# GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

## MEETING MINUTES

November 2, 2020, 4:30 p.m.

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Zoom Virtual Meeting Room

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

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

Members Present: Wes Nakagiri, Kate Lawrence, and Jay Gross

Members Absent: William Green

### 1. CALL TO ORDER

The meeting was called to order by Commissioner Nakagiri at 4:30 p.m.

### 2. APPROVAL OF MINUTES

Minutes of Meeting Dated: October 5, 2020

Motion to approve the minutes as presented.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence, and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

### 3. APPROVAL OF AGENDA

Recommend Motion to the Finance Committee.

**Moved by:** J. Gross

**Seconded by:** K. Lawrence

Yes (3): W. Nakagiri, K. Lawrence, and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

### 4. REPORTS

#### 4.1 COVID-19 Health Department Staffing

Dianne McCormick, Health Officer/Health Department Director, provided an update on COVID 19 testing and contact tracing efforts.

Discussion took place between Dianne McCormick and Committee Members regarding compensation for the Public Health Nurse during the pandemic response. A resolution will be presented at the December 7<sup>th</sup> General Government Committee meeting.



**5. CALL TO THE PUBLIC**

Commissioner Douglas Helzerman recited a prayer.

**6. RESOLUTIONS FOR CONSIDERATION**

**6.1 Airport**

Resolution to Concur with the Livingston Aeronautical Facilities Board to Enter Into a Ground Lease Agreement with BWG Aviation, LLC for Airport Property at 3800 West Grand River Avenue

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.2 Airport**

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into a Ground Lease Agreement with Howell Aero Services, Inc for Airport Property at 3380 West Grand River Avenue

Recommend Motion to the Finance Committee.

**Moved by:** J. Gross

**Seconded by:** K. Lawrence

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.3 County Clerk**

Resolution Approving a Budget Amendment to the 2020 Approved Budget for Elections

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.4 Veterans Services**

Resolution Authorizing a Recurrent Yearly Allocation to Assist Non-profit Organizations with the Cost of Veterans Day Banquets

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.5 LETS**

Resolution Authorizing Letter of Agreement for Transportation Services between the Livingston County Community Mental Health Authority and LETS

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.6 LETS**

Resolution Authorizing an Agreement with Corrigan Propane, LLC to Provide LPG Fuel Services for Transit Vehicles

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.7 LETS**

Resolution to Amend the Agreement with DoubleMap, Inc. to Provide Dispatch Software and Mobile Data Terminals for Transit Operations

Recommend Motion to the Finance Committee.

**Moved by:** J. Gross

**Seconded by:** K. Lawrence

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.8 Information Technology**

Resolution the Purchase of 53 Remote Network Switches From Logicalis Inc. to Ensure Secure Network Access

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.9 Information Technology**

Resolution Authorizing the Purchase of an Upgrade and Replacement of the County's Phone System From Logicalis Inc.

Recommend Motion to the Finance Committee.

**Moved by:** J. Gross

**Seconded by:** K. Lawrence

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**6.10 Equalization**

Resolution Approving the Interlocal Agreement for Livingston County to Approve the Designated Assessor for the period January 1, 2021 through December 31, 2025

Recommend Motion to the Finance Committee.

**Moved by:** K. Lawrence

**Seconded by:** J. Gross

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

**7. CALL TO THE PUBLIC**

None.

**8. ADJOURNMENT**

Motion to adjourn the meeting at 6:05 p.m.

**Moved by:** J. Gross

**Seconded by:** K. Lawrence

Yes (3): W. Nakagiri, K. Lawrence , and J. Gross

Absent (1): W. Green

**Motion Carried (3-0-1)**

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Natalie Hunt, Recording Secretary

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

**Resolution Authorizing an Increase in Total Authorized Vehicles in the Facilities Services Fleet - Car Pool**

**WHEREAS,** Facilities Services currently has seven (7) authorized vehicles in its fleet that are used to carry equipment and supplies needed to service the various County facilities and parks; and

**WHEREAS,** the department is requesting an additional vehicle for the additional Maintenance Mechanic position authorized in FY 2020; and

**WHEREAS,** the additional vehicle will be a “step-down” 2015 Ford Transit Connect cargo van transferred from the Animal Shelter for a transfer price of \$10,000; and

**WHEREAS,** the estimated annual vehicle operating costs will be \$766 for auto insurance, \$1,500 for repairs and maintenance, and \$700 for fuel; and

**WHEREAS,** these costs were not included in the Facilities Services 2021 Auto Leasing budget therefore a budget amendment or transfer will be necessary.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve an increase in total authorized vehicles for Facilities Services from seven (7) to eight (8).

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby approve any budget amendments or transfers necessary to effectuate the above.

# # #

**MOVED:  
SECONDED:  
CARRIED:**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Greg Kellogg, Transportation Director**  
**Date: 12/2/2020**  
**Re: Resolution Authorizing an Increase in Total Authorized Vehicles in the Facilities Services Fleet - Car Pool**

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Facilities Services currently has seven (7) authorized vehicles in its fleet that are used to carry equipment and supplies needed to service the various County facilities and parks. The department is requesting an additional vehicle for the additional Maintenance Mechanic position authorized in FY 2020.

The additional vehicle will be a “step-down” 2015 Ford Transit Connect cargo van transferred from the Animal Shelter for a transfer price of \$10,000. The estimated annual vehicle operating costs will be \$766 for auto insurance, \$1,500 for repairs and maintenance, and \$700 for fuel.

These costs were not included in the Facilities Services 2021 Auto Leasing budget; therefore, a budget amendment or transfer will be necessary.

Please do not hesitate to contact me at 517-540-7843 if you have any questions.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Reorganization of the Equalization Department - Equalization Department**

**WHEREAS,** the Equalization Department is reorganizing to more effectively redistribute the work within the department; and

**WHEREAS,** reorganizing will help ensure all the functions of Equalization will be met; and

**WHEREAS,** by redistributing the work flow ensure quality work in both the Agricultural and Industrial Studies; and

**WHEREAS,** upgrading one position and eliminating an Appraiser position will lower the current overall budget for the department; and

**THEREFORE BE IT RESOLVED THAT THE** Livingston County Board of Commissioners hereby authorize the following positions for Equalization:

**CURRENT:**

Position #	Description	Status	Group	Grade	FTE
25700105	APPRAISER	A	NU	6	1.00
25700106	SENIOR APPRAISER	A	NU	8	0.50

**PROPOSED:**

Position #	Description	Status	Group	Grade	FTE
25700105	APPRAISER	I	NU	6	(1.00)
25700106	SENIOR APPRAISER	A	NU	8	1.00

#

#

#

**MOVED:**

**SECONDED:**

**CARRIED:**



CONTACT INFORMATION

Requester: Jacob Sutton Title of Requester: Appraiser
Dept. Phone Number/Extension: 8778 Date Requested: 113020

POSITION INFORMATION

Position Title: Senior Appraiser Supervisor: Sue Bostwick

1. Is the purpose of this request to fill a position as a result of a vacancy? Yes [ ] No [X]

If so, name of person last holding this position:

2. Is the purpose of this request to reclassify a current position? Yes [X] No [ ]

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes [ ] No [X] From: To:

If so, name of current incumbent:

4. Is the purpose of this request to transfer a current position? Yes [ ] No [X]

If so, Current Department: Proposed Department:

Position Type: Regular [X] Term/Grant [ ] Temp. [ ] Unpaid [ ] Special [ ]

Position Status: Full Time (30+) [X] Part-Time (21-29) [ ] Part-Time (20 or Less) [ ] Number of hours per week: 40

Justification of request / change of position (REQUIRED): When hired the position was for a Senior Appraiser. Jacob did not have the educational requirements for the position (holding a MCAO (2)). Therefore he was hired at the Appraiser position. He is currently a MAAO (3) and meets the qualifications for the position and is capable of doing the work.

FUNDING INFORMATION

Base Annual Salary: 52,272 yr./25.1307 hr. This position is funded in whole or in part by a grant: Yes [ ] No [X] % Funded:

Allocation (Required): Current: Org. 10125700 % 100 Proposed (If changing): Org. %

Position will be funded by: General Fund [X] Enterprise Fund [ ] Special Revenue Fund [ ] Internal Service Fund [ ]

REQUIRED APPROVALS

Supervisor (if applicable) Date Department Head Date

HR OFFICE ONLY

Job Class: 6026 Job Title: Senior Appraiser Grade/Step: 8 S / 1

FTE: 1.0 Employee Group: NU HR Reviewed: Amy Hill Date: 12.01.2020

BUDGET OFFICE ONLY

Position Control # 25700106 Org. 10125700

Funds Available: Yes [X] No [ ] Object Code: 704000 [X] 706000 [ ] 706001 [ ]

Comments: requires BOC approval increasing position from .50 FTE to 1.0 FTE and eliminating 25700105 1.0 FTE

Budget Reviewed: [Signature] Date: 12/1/2020

Resolution #: Board Authorized on Date:

# Memorandum

To: Livingston County Board of Commissioners  
From: Sue I. Bostwick  
Date: December 7, 2020  
Re: Resolution – To reorganize the Equalization Department

Three years ago the Equalization Department had a Senior Appraiser position open and attempted to fill it. After several months of trying to fill the position, I chose to hire someone with little experience but working to achieve the MCAO (2) designation. He achieved that designation and went further to receiving his MAAO (3) designation. He now qualifies for that Senior Appraiser position. This not an attempt to enlarge the department but to satisfy the ability of the department to conduct quality appraisal studies and work with the local units. One current Appraiser position will be removed.



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing 2021 Renewal Software Maintenance and Services – Information Technology**

**WHEREAS,** in order to ensure continuity of technical support services and software upgrades for the software used by County Departments, there is a need to renew the following annual software maintenance and services; and

**WHEREAS,** the renewals are in compliance with the Livingston County Procurement Policy; and

**WHEREAS,** funding is available in the 2021 Information Technology Budget.

Vendor	Total of Renewal	Renewal Dates
State of Michigan - JIS	\$101,425	1/1/2021 - 12/31/2021
Central Square	\$321,232	1/1/2021 - 12/31/2021

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the purchase of renewal software maintenance and services for State of Michigan JIS in an amount not to exceed \$101,425 and Central Square public safety in an amount not to exceed \$321,232.

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

# # #

MOVED:  
SECONDED:  
CARRIED:



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Thomas P. Boyd  
State Court Administrator

### MEMORANDUM

DATE: May 11, 2020

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Tom Boyd, State Court Administrator

RE: User Fees for 2021

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To assist your court in preparing for the next fiscal year, this memo provides the 2021 user fees for your court. There will be no increase in the user fee formula, though invoices for individual courts will increase or decrease in part due to changes in case filings. If there are any increases, they will not exceed 5% above current rates. We will continue to evaluate our expenses, particularly during this pandemic, and adjust the user fees each year so we can provide excellent service to you at the lowest cost possible.

The next page shows two fees: (1) the amount that the State Court Administrative Office (SCAO) calculated for your court based on the user fee formula and (2) the amount that is five percent more than what your court currently pays. The 2021 fee for your court will be the LOWER of these two amounts.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public. The latest innovations available from JIS include the text reminder system, iSeries hosting, docket displays, case searches, calendar integration, digital court recording integration, and future products to be announced.

Please contact Nicole Ealy, Supreme Court Finance, at 517-373-2091 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

## User Fees

Effective January 1, 2021

***The 2021 User Fee for the 44th Circuit Court - Livingston is \$38,091.92***

### 44th Circuit Court - Livingston

Average Annual New Filings	2,594.33
Per Case Rate	\$10.25
Base Rate Per Court	\$9,500.00
Base Fee	\$36,091.92
Jury Module, <i>if applicable</i>	NA
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	\$2,000.00
Hosting Fee, <i>if applicable</i>	NA
<b>2021 Calculated User Fee</b>	<b>= \$38,091.92</b>
<u>Current User Fee</u>	<u>\$38,601.00</u>
<b>5% Increase</b>	<b>= \$40,531.05</b>

*Between the 2021 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.*

***The 2021 User Fee for the 44th Circuit Court - Livingston is \$38,091.92.***

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Nicole Ealy.

rsacharski@livgov.com  
hgermain@livgov.com  
analepa@livgov.com  
mhatty@livgov.com

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If you have any questions, please contact:

Nicole Ealy  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)  
Phone 517-373-2091

## 2021 JIS USER FEE FORMULA

### BASE FEE

Obtain the three-year average annual new filings from 2017 to 2019. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

Per Case Rate Circuit/Probate \$10.25	Per Case Rate District/Municipal \$1.40	Base Rate Per Court \$9,500.00
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### ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

Jury Module	The jury module fee is 10 percent of the court’s base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee.
LEIN/SOS Module	The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts.
Hosting Fee	The hosting fee is \$0.20 per case.

### 5% CAP ON 2021 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

#### ***Example XYZ Court***

Average Annual New Filings	23,207
Per Case Rate	\$1.40
Base Rate Per Court	\$9,500.00
Base Fee	\$41,989.80
Jury Module, <i>if applicable</i>	\$4,198.98
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	\$2,000.00
Hosting Fee, <i>if applicable</i>	\$4,641.40
<b>2021 Calculated User Fee</b>	<b>= \$52,830.18</b>
<u>Current User Fee</u>	<u>\$44,600.00</u>
<b>5% Increase</b>	<b>= \$46,830.00</b>

*Between the 2021 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.*

***The 2021 User Fee for the XYZ Court is \$46,830.00.***

## Additional User Fee Invoice Recipient

Quarterly user fee invoices are e-mailed to the court administrator. To add another recipient to these e-mail messages, please complete the following and send it to Nicole Ealy, Supreme Court Finance, by e-mail at [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov).

In addition to the court administrator, please send the quarterly user fee invoice to the following person:

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Court: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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Send this information to:  
Nicole Ealy  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Thomas P. Boyd  
State Court Administrator

### MEMORANDUM

DATE: May 11, 2020

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Tom Boyd, State Court Administrator

RE: User Fees for 2021

---

To assist your court in preparing for the next fiscal year, this memo provides the 2021 user fees for your court. There will be no increase in the user fee formula, though invoices for individual courts will increase or decrease in part due to changes in case filings. If there are any increases, they will not exceed 5% above current rates. We will continue to evaluate our expenses, particularly during this pandemic, and adjust the user fees each year so we can provide excellent service to you at the lowest cost possible.

The next page shows two fees: (1) the amount that the State Court Administrative Office (SCAO) calculated for your court based on the user fee formula and (2) the amount that is five percent more than what your court currently pays. The 2021 fee for your court will be the LOWER of these two amounts.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public. The latest innovations available from JIS include the text reminder system, iSeries hosting, docket displays, case searches, calendar integration, digital court recording integration, and future products to be announced.

Please contact Nicole Ealy, Supreme Court Finance, at 517-373-2091 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

## User Fees

Effective January 1, 2021

**The 2021 User Fee for the 53rd District Court - Livingston is \$41,984.07**

### 53rd District Court - Livingston

Average Annual New Filings	21,774.33
Per Case Rate	\$ 1.40
Base Rate Per Court	\$9,500.00
Base Fee	\$39,984.07
Jury Module, <i>if applicable</i>	NA
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	\$2,000.00
Hosting Fee, <i>if applicable</i>	NA
<b>2021 Calculated User Fee</b>	<b>= \$41,984.07</b>
<u>Current User Fee</u>	<u>\$42,988.34</u>
<b>5% Increase</b>	<b>= \$45,137.76</b>

*Between the 2021 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.*

**The 2021 User Fee for the 53rd District Court - Livingston is \$41,984.07.**

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Nicole Ealy.

mlutz@livgov.com  
hgermain@livgov.com  
analepa@livgov.com  
mhatty@livgov.com

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If you have any questions, please contact:

Nicole Ealy  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)  
Phone 517-373-2091

## 2021 JIS USER FEE FORMULA

### BASE FEE

Obtain the three-year average annual new filings from 2017 to 2019. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

Per Case Rate Circuit/Probate \$10.25	Per Case Rate District/Municipal \$1.40	Base Rate Per Court \$9,500.00
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### ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

Jury Module	The jury module fee is 10 percent of the court’s base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee.
LEIN/SOS Module	The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts.
Hosting Fee	The hosting fee is \$0.20 per case.

### 5% CAP ON 2021 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

<b>Example XYZ Court</b>	
Average Annual New Filings	23,207
Per Case Rate	\$1.40
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<b>2021 Calculated User Fee</b>	<b>= \$52,830.18</b>
<u>Current User Fee</u>	<u>\$44,600.00</u>
<b>5% Increase</b>	<b>= \$46,830.00</b>
<i>Between the 2021 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.</i>	
<b>The 2021 User Fee for the XYZ Court is \$46,830.00.</b>	



## Additional User Fee Invoice Recipient

Quarterly user fee invoices are e-mailed to the court administrator. To add another recipient to these e-mail messages, please complete the following and send it to Nicole Ealy, Supreme Court Finance, by e-mail at [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov).

In addition to the court administrator, please send the quarterly user fee invoice to the following person:

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Court: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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Send this information to:  
Nicole Ealy  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)



## Michigan Supreme Court

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Thomas P. Boyd  
State Court Administrator

### MEMORANDUM

DATE: May 11, 2020

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Tom Boyd, State Court Administrator

RE: User Fees for 2021

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To assist your court in preparing for the next fiscal year, this memo provides the 2021 user fees for your court. There will be no increase in the user fee formula, though invoices for individual courts will increase or decrease in part due to changes in case filings. If there are any increases, they will not exceed 5% above current rates. We will continue to evaluate our expenses, particularly during this pandemic, and adjust the user fees each year so we can provide excellent service to you at the lowest cost possible.

The next page shows two fees: (1) the amount that the State Court Administrative Office (SCAO) calculated for your court based on the user fee formula and (2) the amount that is five percent more than what your court currently pays. The 2021 fee for your court will be the LOWER of these two amounts.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public. The latest innovations available from JIS include the text reminder system, iSeries hosting, docket displays, case searches, calendar integration, digital court recording integration, and future products to be announced.

Please contact Nicole Ealy, Supreme Court Finance, at 517-373-2091 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

## User Fees

Effective January 1, 2021

**The 2021 User Fee for the Livingston County Probate Court is \$21,349.00**

### Livingston County Probate Court

Average Annual New Filings	1,156.00
Per Case Rate	\$10.25
Base Rate Per Court	\$9,500.00
Base Fee	\$21,349.00
Jury Module, <i>if applicable</i>	NA
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	
Hosting Fee, <i>if applicable</i>	NA
<b>2021 Calculated User Fee</b>	<b>= \$21,349.00</b>
<u>Current User Fee</u>	<u>\$22,117.75</u>
<b>5% Increase</b>	<b>= \$23,223.64</b>

*Between the 2021 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.*

**The 2021 User Fee for the Livingston County Probate Court is \$21,349.00.**

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Nicole Ealy.

dshaw@livgov.com  
hgermain@livgov.com  
analepa@livgov.com  
mcavanaugh@livgov.com

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If you have any questions, please contact:

Nicole Ealy  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)  
Phone 517-373-2091

## 2021 JIS USER FEE FORMULA

### BASE FEE

Obtain the three-year average annual new filings from 2017 to 2019. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

Per Case Rate Circuit/Probate \$10.25	Per Case Rate District/Municipal \$1.40	Base Rate Per Court \$9,500.00
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### ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

Jury Module	The jury module fee is 10 percent of the court’s base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee.
LEIN/SOS Module	The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts.
Hosting Fee	The hosting fee is \$0.20 per case.

### 5% CAP ON 2021 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

<b>Example XYZ Court</b>	
Average Annual New Filings	23,207
Per Case Rate	\$1.40
Base Rate Per Court	\$9,500.00
Base Fee	\$41,989.80
Jury Module, <i>if applicable</i>	\$4,198.98
LEIN/SOS Module, <i>applicable to circuit and district courts</i>	\$2,000.00
Hosting Fee, <i>if applicable</i>	\$4,641.40
<b>2021 Calculated User Fee</b>	<b>= \$52,830.18</b>
<u>Current User Fee</u>	<u>\$44,600.00</u>
<b>5% Increase</b>	<b>= \$46,830.00</b>
<i>Between the 2021 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.</i>	
<b>The 2021 User Fee for the XYZ Court is \$46,830.00.</b>	

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In addition to the court administrator, please send the quarterly user fee invoice to the following person:

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Court: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

---

Send this information to:  
Nicole Ealy  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)







Application	Qty	1/1/20-12/31/20
ONESolution JMS Generic Export Interface Annual Maintenance Fee	1	\$ 1,260.00
ONESolution Mugshot Capture Station Software-Add'l Annual Maintenance Fee	1	\$ 722.56
OSSI State of MI-PACC-PAMM Interface Annual Maintenance Fee	1	\$ 840.00
ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	\$ 8,671.08
ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	1	\$ 2,993.58
ONESolution Records Management System Annual Maintenance Fee	1	\$ 34,063.07
ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	\$ 1,135.44
ONESolution Accident Annual Maintenance Fee	1	\$ 2,193.46
ONESolution Barcoding Server License Annual Maintenance Fee	1	\$ 722.56
ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	\$ 3,292.73
ONESolution Bike Registration Annual Maintenance Fee	1	\$ 309.67
ONESolution Civil Processing Annual Maintenance Fee	1	\$ 1,465.74
ONESolution Fleet Vehicle Maintenance Annual Maintenance Fee	1	\$ 309.67
ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	\$ 1,032.20
ONESolution Accident Wizard Annual Maintenance Fee	1	\$ 3,995.03
ONESolution Fire Arms Application Permit Annual Maintenance Fee	1	\$ 309.67
JMS-MS DISPLAY Annual Maintenance Fee	1	\$ 1,509.61
ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	\$ 5,956.80
ONESolution MCT Client-MAPS Annual Maintenance Fee	1	\$ 1,197.37
ONESolution MCT Client AVL License Annual Maintenance Fee	1	\$ 898.11
ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	\$ 201.13
ONESolution MCT Client-MAPS Annual Maintenance Fee	1	\$ 40.48
ONESolution MCT Client AVL License Annual Maintenance Fee	1	\$ 30.37
ONESolution MFR Client-Arrest Annual Maintenance Fee	1	\$ 60.71
ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	\$ 101.20
ONESolution MFR Client-Citation Annual Maintenance Fee	1	\$ 101.20
ONESolution Accident Wizard Annual Maintenance Fee	1	\$ 30.37
ONESolution MFR Client Annual Maintenance Fee	1	\$ 201.13
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	\$ 971.48
ONESolution Bradshaw Consulting Group Marvli's Client Annual Maintenance Fee	1	\$ 3,643.10
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	\$ 60.71
ONESolution Mobile Server Software Annual Maintenance Fee	1	\$ 13,168.46
ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	1	\$ 27,111.09
ONESolution MCT Client-MAPS Annual Maintenance Fee	1	\$ 5,459.76
ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	\$ 1,741.86
ONESolution MCT Client AVL License Annual Maintenance Fee	1	\$ 8,128.69
ONESolution MCT Client AVL License Annual Maintenance Fee	1	\$ 4,080.57
ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	\$ 4,644.98
ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	\$ 1,393.34
ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	\$ 7,215.19
ONESolution MFR Client-Arrest Annual Maintenance Fee	1	\$ 5,203.76
ONESolution MFR Client-Citation Annual Maintenance Fee	1	\$ 8,671.08
ONESolution MFR Client Annual Maintenance Fee	1	\$ 17,254.17
ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	\$ 1,741.86
ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	1	\$ 3,135.42
ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	\$ 5,161.07
ONESolution Parking Ticket Administration Annual Maintenance Fee	1	\$ 1,445.10
ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	\$ 722.56
ONESolution Quartermaster Annual Maintenance Fee	1	\$ 1,135.44
ONESolution Crime Analysis Annual Maintenance Fee	1	\$ 2,580.54
ONESolution Property & Evidence Annual Maintenance Fee	1	\$ 1,341.88
ONESolution RMS Training Module Annual Maintenance Fee	1	\$ 722.56









RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution to Approve the 2021 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2021 MSUE Budget – MSU Extension**

**WHEREAS,** MSU Extension and Livingston County have a long history of working cooperatively to deliver Extension services and MSU Extension is committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

**WHEREAS,** the base MOA, approved in 2012 with MSU Extension will allows for the continued presence of MSU Extension in Livingston County and for expansion of the 4-H program; and

**WHEREAS,** the County portion of the MOA included three primary components. First, the county agrees to provide MSU Extension an annual base assessment of \$99,369. Second, the county agrees to continue providing office space and support staff. Finally, the continuation of the Consumer Horticulture program at 0.75 FTE requires an additional investment of \$79,331 above the base assessment; and

**WHEREAS,** to fully fund the MOA and additional educator position, the 2021 MOA for MSU Extension is \$178,700; and

**WHEREAS,** these funds will allow for the continuation of current programming as well as access to MSU Extension programming staff from around the state.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners approve the 2021 MOA with MSU Extension in the amount of \$178,700.

# # #

MOVED:  
SECONDED:  
CARRIED:

## **AGREEMENT FOR EXTENSION SERVICES**

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on \_\_\_\_\_ by and between Livingston County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (“MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

**NOW THEREFORE** in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

**A. MSUE will provide:**

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **1.5 FTE** 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel (“Personnel”).

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

**B. The County will Provide:**

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
  - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Director.
  - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
  - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
  - d. Access to space for delivering Extension programs.
  - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

**1 FTE County employed Clerical Support Staff**

*Optional:*

4. Funding for additional Extension educators at **\$79,331**. (0.75 FTE \* \$105,775.) assigned to County and reporting to Agriculture and Agribusiness Institute.
5. Funding for additional 4-H program capacity **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Total Annual Assessment in the amount of **\$178,700.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Quarterly

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

**C. Staffing and Financial Summary**

**A. Base Assessment (includes 1.5 FTE 4-H Program Coordination) \$99,369.**

**ADDITIONAL PERSONNEL**

- |  |           |
|--|-----------|
| B. 0 FTE Clerical Support Staff to be employed by MSU      | \$0.      |
| C. 0.75 FTE Educator (Program Area: Consumer Horticulture) | \$79,331. |
| D. 0 FTE Additional 4-H Program Coordination               | \$0.      |
| E. 0 FTE Additional paraprofessional staff                 | \$0.      |

**TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2021: \$178,700.**

**I. Term and Termination**

The obligations of the parties under this Agreement will commence on January 1, 2021 the first day of the County budget year 2021 and shall terminate on the last day of such County budget year 2021. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Livingston County Administration, 304 E. Grand River Ave., Suite 202, Howell, MI 48843, if to the County.

**II. General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.

4. **Entire Agreement.** This Agreement, with its Appendix “A” is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF  
MICHIGAN STATE UNIVERSITY**

**Livingston COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Evonne Pedawi  
Contract & Grant Administration

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(title)

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

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



**Appendix A**  
**Technical Standards for County Internet Connections**

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255  
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)  
35.9.160.36 (1935,443) (authentication)  
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)  
35.9.83.132 (all) (vpn.msu.edu)  
35.9.81.150 (zoom.msu.edu)  
35.9.121.189 and 190 (443) (SharePoint)  
35.8.200.57 (80 and 443) (SharePoint)  
35.9.121.221, 223, and 225 (443) (Exchange)  
35.8.200.56 (80 and 443) (Exchange)  
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)  
35.8.201.200 (443 TCP) (Lync)  
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP – 135, 137-139, 2701-2704, 49152-65535)  
35.8.200.58 (80 and 443) (Lync)  
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199  
MSUE.anr.msu.edu – 35.8.201.199  
Events.anr.msu.edu – 35.8.200.220  
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220  
Expression Engine – 35.8.201.215  
Web Hosting environment (other ANR websites) – 35.8.201.217  
Master Gardener (External) – 128.120.155.54  
Extension.org (External) – 152.46.27.147  
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to [support@anr.msu.edu](mailto:support@anr.msu.edu), where they will be routed to the best person to assist you.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

### Resolution Authorizing 2021 Non-Profit Contracts - Administration

**WHEREAS,** in Resolution 2020-11-271, the Livingston County Board of Commissioners adopted the 2021 Budget on November 23, 2020; and

**WHEREAS,** included in this Budget were appropriations for the various non-profit agencies that provide services to Livingston County citizens.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes contracts with the following non-profit vendors in and for said amounts for the period of January 1, 2021, through December 31, 2021, with two 1-year renewal options:

<b>AAA 1-B</b>	• Local Match:	<b>\$12,284</b>
<b>CATHOLIC CHARITIES</b>	• Adult Day Care:	<b>\$30,000</b>
<b>OLHSA</b>	• County Services:	<b>\$128,117</b>
<b>SENIOR NUTRITION</b>	• Senior Meals:	<b>\$28,400</b>
<b>TOTAL</b>	• Non-Profits:	<b>\$198,801</b>

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

#

#

#

**MOVED:  
SECONDED:  
CARRIED:**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution to Authorize a Contract with Plante Moran to Provide Professional Auditing Services - County Administration**

**WHEREAS,** per PA 2 of 1968 (MCL 141.427), a local unit with a population of 4,000 or more are required to have an audit of their records performed and file a copy of the report with the state treasurer every year; and

**WHEREAS,** proposals were solicited from qualified certified public accountant firms to provide professional auditing services to audit Livingston County financial statements beginning with the fiscal year ending 2020 for a three-year term with an option of two (2) one-year renewal periods; and

**WHEREAS,** an evaluation committee reviewed all proposals and recommends that Plante Moran be awarded a contract; and

**WHEREAS,** the annual rate proposed by Plante Moran for the 2020 audit is \$103,710 which includes \$75,700 for Auditing Services, \$21,020 for the Single Audit, \$1,590 for preparation of the F65 Report, and \$5,400 optional amount for the assistance in preparing a Comprehensive Annual Financial Report (CAFR); and

**WHEREAS,** these services have been budgeted for and approved within the Auditing Services fund for the 2021 fiscal year.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into a contract with Plante Moran to provide professional auditing services which includes the County Audit, Single Audit, F65 Report and the CAFR, at the annual rate as outlined in the proposal, for a term of three years with an option for two (2) one-year renewal periods.

**BE IT FURTHER RESOLVED** that the Board Chair be authorized to sign any and all documents including any engagement letters and renewals as related to this matter after review and approval by Civil Counsel.

# # #

MOVED:  
SECONDED:  
CARRIED:



# LIVINGSTON COUNTY ADMINISTRATION

LIVINGSTON COUNTY, MICHIGAN  
304 E. Grand River Avenue - Suite 202 - Howell MI 48843

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TEL: (517) 546-3669  
EMAIL: NBurd@livgov.com

NATHAN BURD  
COUNTY ADMINISTRATOR

**TO: GENERAL GOVERNMENT/HEALTH & HUMAN SERVICES COMMITTEE  
LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

**FROM: NATHAN BURD – COUNTY ADMINISTRATOR**

**DATE: DECEMBER 2, 2020**

**RE: AUDITING SERVICES CONTRACT**

The existing contract with Plante Moran for auditing services will expire at the end of 2020. The annual audit process begins in late February of each year, so it is imperative that we enter into contract with a firm prior to that date.

A request for proposals for auditing services was published on September 30, 2020. Four proposals were received and a committee consisting of myself, Treasurer Jenny Nash, and Court Financial Officer Heather McCray-Germain reviewed and evaluated each proposal. The attached bid synopsis highlights the key observations. The committee recommends that a contract be awarded to Plante Moran, as they provided the strongest proposal and offer the best value to Livingston County.

Thank you for your consideration of this request. Please feel free to contact me if you have any questions or need any additional information on this topic.



**Bid Synopsis  
For  
Financial & Compliance Auditing Services**

Solicitation: RFP-LC-20-24	RFP Issued & Publicly Posted: 09/30/2020
Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)	RFP Due Date: 11/06/2020
	Proposals Received: 4

The Evaluation Committee has completed evaluation of the proposals received for the Request for Proposals referenced above. Below is a recap of the bid evaluation.

The RFP was publicly posted. Four timely responses were received as follows:

1. Maner Costerisan
2. Plante & Moran
3. Rehmann
4. Yeo & Yeo

A summary of the Evaluation Committee review follows:

**Maner Costerisan**

The client list for Maner Costerisan includes 10 counties in Michigan, and they have audited over 250 governmental units. They appear to be able and qualified to provide the necessary services. The firm and staff have the required GASB and single audit experience, however they have less experience than other respondents. They have a heavy focus on schools. Their sampling focused on compliance and controls testing rather than substantive testing of account balances. Four of the references provided were counties, however, none were similar size in hours quoted; therefore, the committee questioned their ability to handle a job the size of Livingston County. The pricing submitted by Maner Costerisan does not represent the best value for the County, reflecting significantly less hours of work performed at substantially the same fee. Quotes for Drain Commission and DPW were substantially higher than other respondents.

**Plante & Moran**

Plante & Moran submitted a very comprehensive and informative response. Six of the ten largest counties in the state of Michigan are audited by Plante & Moran. The committee had no doubts or concerns about their experience or ability to provide services. Excellent references were provided, including major counties (Wayne, Oakland, Ingham) and the cities of Detroit and Warren. Plante & Moran is the incumbent, and it should be noted that they met all deliverable timelines this year at the height of the Covid-19 pandemic. The fees and hours proposed are in line, as the second lowest bidder in both categories. The evaluation committee believes that, overall, the attention to a team comprised of both experience and technical expertise provides a fantastic value to Livingston. Having technical experts assigned in both the Single Audit and IT arenas is invaluable, as these are areas that continue to grow for Livingston. The County continues to see an increase in the number of federal awards, and continues to look for ways to best utilize the ERP system for financial transacting and reporting are important. Having experts/resources in these two key areas to ensure compliance and controls is of great value.



## Rehmann

With over 200 governmental clients served, and an impressive and vast list of Michigan county clients, the evaluation committee agrees that Rehmann is qualified and has demonstrated the ability to provide the necessary services. The firm clearly understands the terms of the engagement and timelines; however, the proposal mentions preliminary work but did not include on-site pre-audit fieldwork in the time schedule, which would be very important for a new client. Rehmann would not adhere to the County's preferred payment terms, and there were areas of the response that reflected a lack of effort. While all RFP requirements appear to have been addressed, the response seemed vague or overly lackluster, creating concern among the committee of what their deliverables would look like. The proposal reflected the highest hours, with none included for the Comprehensive Annual Financial Report (CAFR), and that increase could be very disruptive to operations.

## Yeo & Yeo

Based on the Yeo & Yeo response, they have performed 130 government audits. They appear to meet the basic requirements, but their client list and range of experience is less than the other respondents. The firm and staff have the required GASB and single audit experience, understand the terms of engagement, and the deliverables timeline. The evaluation committee did have concerns with their ability to handle the size of Livingston County's job, as their largest reference was half the size. The fees were reasonable, solely looking at hours performed; however, proposed 20% increase in hours would result in County staffing disruptions, with a possible end result being overtime to cover normal County tasks.

Based on the above, the evaluation committee is recommending contract award to Plante & Moran to provide professional and compliance auditing services as the company offering the best value to Livingston County. The recommended contract period is three years, with the option to renew for two additional one-year periods at the discretion of the County, for a total contract period not to exceed five (5) years.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution to Amend the Livingston County Procurement Card Policy – Fiscal Services**

**WHEREAS,** there is a need to revise the current Procurement Card Policy to include the recent revisions to the Procurement Policy as authorized within resolution 2020-12-xxx; and

**WHEREAS,** in an effort to gain additional operational efficiency and bring best practices into alignment with the current policy, revisions to the Procurement Card policy include:

- Authorized use of p-cards shall not exceed statutory or approved budgetary limits;
- P-card use does not supersede any approved County Policy;
- Expansion of prohibited spend to include daily meals and gift cards; and
- Format changes to mirror current Procurement Policy.

**WHEREAS,** comparable counties’ procurement credit card policies were recently reviewed and opinion sought from Civil Counsel regarding the proposed revisions; and

**WHEREAS,** based upon the recommendation from Civil Counsel, additional revisions for splitting of purchase requirements and unauthorized purchases were included.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby adopt the Procurement Card Policy, as amended and attached, to be effective with the approval of this resolution.

# # #

**MOVED:  
SECONDED:  
CARRIED:**



# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Cynthia Catanach, Deputy County Administrator/ Financial Officer**  
**Date: December 2, 2020**  
**Re: Resolution to Amend the Livingston County Procurement Card Policy – GENERAL GOVERNMENT/ FINANCE / BOARD**

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Upon review of the current Credit Card Policy, the last revision was completed in September 2013. A review of our current practice as well review of several procurement credit card policies from comparable organizations provide the basis of the recommended policy revision.

The format of the Procurement Card Policy has been revised to include the following four (4) sections: I. Statutory References, II. Application of Policy, III. Authorization and Responsibility and IV. P-card Provisions. This streamlined policy will provide procedural efficiency which is in alignment with the current Procurement Policy.

In application, the procurement card administration is flexible enough to allow for one-time spend transactions based on purchase orders as well as, automatically enforce prohibited category spend.

With the approval of the recommended policy revisions, the County will achieve additional operational and procedural efficiency to continue to expand the current procurement card program in alignment with best practices.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.



LIVINGSTON COUNTY

~~Procurement Card Policy~~ **CREDIT CARD POLICY**

LIVINGSTON COUNTY, MICHIGAN

RESOLUTION # 2020-MM-NNN	APPROVED: MM.DD.YY	EFFECTIVE: M.DD.YY
RESOLUTION # 2013-09-279	APPROVED: 9.16.13	EFFECTIVE: 9.16.13
RESOLUTION #404-100	APPROVED: 4.5.04	EFFECTIVE: 5.3.04

~~IT IS THE INTENT OF THIS POLICY TO COMPLY WITH PUBLIC ACT 1995, NO. 266, EFFECTIVE JULY 8, 1996, AND TO AUTHORIZE AND REGULATE CREDIT CARD TRANSACTIONS ON BEHALF OF LIVINGSTON COUNTY, INCLUDING THE USE OF CREDIT CARDS BY OFFICERS AND EMPLOYEES OF LIVINGSTON COUNTY.~~

I. Statutory Reference

~~This policy complies with Public Act 1995, No. 266, effective July 8, 1996, and to authorize and regulate procurement cards here in after referred to as p-cards, p-card transactions on behalf of Livingston County Elected Officials, Directors and employees.~~

DEFINITIONS

~~**BUDGET:**— A plan of financial operation for a given period of time; including an estimate of all proposed expenditures from the funds of the County and the proposed means of financing the expenditures.~~

~~**CREDIT CARD:**— A card or device issued under a credit card arrangement by a person licensed under Act No. 379 of Public Acts of 1984, being sections 493.101 to 493.114 of the Michigan Compiled Laws, by a person licensed under the consumer financial services act, Act No. 161 of the Public Acts of 1988, being section 487.2051 to 487.2072 of the Michigan Compiled Laws, or by a depository financial institution as definition section 1a of the mortgage brokers, lenders, and servicers licensing act, Act No. 173 of the public Acts of 1987, being section 445.1651a of the Michigan Compiled Laws.~~

~~**CREDIT CARD ARRANGEMENT:**— An unsecured extension of credit for purchasing goods or services from the credit card issuer or any other person that is made to the holder of a credit card and that is accessed with a credit card.~~

~~CREDIT CARD POLICY: A policy adopted by resolution by the Livingston County Board of Commissioners.~~

II. Application of Policy

~~The purpose of this policy is to establish a uniform procurement card process for County issued credit cards (P-card) for Livingston County Elected Officials, Department Directors and employees.~~

III. Authorization and Responsibility

CREDIT CARD PROVISIONS:

~~B.A. The County Board of Commissioners authorizes the County Administrator, or Deputy County Administrator/designee, and the County Financial Officer are designated by this credit card policy as the parties responsible for the oversight and administration of Livingston County's credit p-card program and to effectuate the creation or change of any procedure(s), as necessary issuance, accounting, monitoring, and retrieval and generally for the overseeing~~

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~~compliance with the credit card policy. Elected Officials and Department Heads shall approve issuance of a credit card to his/her employees.~~

~~B. A system of internal controls has been established to monitor the use of p-cards issued by Livingston County as detailed in the Procurement Card Procedures.~~

~~C. The total combined authorized credit limit of all p-cards issued by Livingston County shall not exceed five percent (5%) of the total budget for the current fiscal period.~~

~~D. A department may not expend funds in excess of authorized departmental budget.~~

~~E. An employee issued a p-card is responsible for its protection and custody. In the event the p-card is lost or stolen, the cardholder shall notify the designated P-card Administrator County Administrator and/or the Deputy County Administrator/Financial Officer within one (1) business day or twenty-four hours (24 hours) upon discovery of missing p-card.~~

~~F. A credit p-card may only be used by an authorized officer or employee of Livingston County for the purchase of goods and/or services for the official business of Livingston County. Credit P-Card purchases shall be made in accordance with and shall not supersede any approved policies (e.g. the Procurement Policy, the Employee Business Expense Policy, the Budget Policy, and/ or the Human Resources Policy).~~

~~G. limited to business transactions in the performance of County business. Credit P-cards shall not be used for: used for~~

- ~~• personal use and non-business activity,~~
- ~~• daily meal cash advances,~~
- ~~• standard merchant category exclusions (e.g., liquor, tobacco products) or for cash advances, ATM Transactions;~~
- ~~• gift cards;~~
- ~~• splitting purchases to circumvent the purchase limits on a card, budget limits or to avoid competitive bidding limits or purchasing authority limits~~
- ~~• other purchases not permitted under County or Departmental Policies and Procedures or for which the employee is not authorized.~~

~~C. personal use.~~

#### IV.P-Card Provisions

~~A. Any employee or Elected Official requesting a County issued p-card are required to sign a cardholder's certification of policy compliance.~~

~~B. An officer or employee issued a credit card shall immediately return the p-card to the Fiscal Services Department upon the termination of his/her employment or upon transfer to a new position within Livingston County.~~

~~D.C. The officer or employee using a credit p-card must notify the vendor or merchant that the credit p-card transaction should be tax exempt for goods or services purchased in the State of Michigan. An approved letter from Livingston County Administration should will be provided to the vendor, upon request, if he/she requests documentation for tax and audit purposes.~~

~~E. An officer or employee who has been issued a credit card shall submit to the County Administrator, or designee, documentation detailing the goods and/or services purchased the cost of the goods and/or services, the date of the purchase, and the official business for which the goods and/or services were purchased. When the card is used for travel and/or meals for county business, the employee must fill out a business expense report showing the purpose of the travel or out of county meal(s) along with corresponding original itemized receipts.~~

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~~F. An officer or employee issued a credit card is responsible for its protection and custody and shall immediately notify the credit card company at the toll-free number if the card is lost or stolen. In addition, the County Administrator, or designee, must be notified that the card is lost or stolen on the first available business day.~~

~~G. An officer or employee issued a credit card shall immediately return the credit card to the County Administrator or designee upon the termination of his/her employment or upon transfer to a new position within Livingston County.~~

~~H. A system of internal controls will be established to monitor the use of credit cards issued by Livingston County.~~

~~I. All credit cards invoices must be approved by the County Administrator or designee before payment can be made.~~

~~J.D. The balance including interest due on an extension of credit under the credit p-card arrangement shall be paid for within not more than 60 days of the initial statement date.~~

~~E. Any inappropriate or misuse of p-cards issued by Livingston County may be subject to disciplinary action up to and including termination and/or penalties authorized by law for the unauthorized use of a p-card by employee.~~

~~K. An employee issued a County credit card shall be required to sign a cardholders agreement. Any inappropriate use of credit cards issued by Livingston County will be subject to disciplinary action up to and including termination and/or penalties authorized by law for the unauthorized use of a credit card by an officer or employee.~~

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~~L. The total combined authorized credit limit of all credit cards issued by Livingston County shall not exceed 5% of the total budget for the current fiscal period.~~

~~M. A department may include in their budget and pay the balance due on any credit cards, including annual fee and interest.~~

~~N. Credit card purchases shall be made in accordance with the Livingston County Purchasing Policy.~~

#### ADOPTION OF CREDIT CARD PROCESS

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~~Based on the foregoing Credit Card Policy adopted by the Board of Commissioners, the County Administrator is empowered to adopt and amend, as necessary, any credit card procedures appropriate to carry out this policy. A copy of the credit card policy, procedures and any subsequent amendments shall be made available to the public.~~

~~DATE OF ADOPTION: This policy was adopted by the Board of Commissioners of the County of Livingston at a meeting thereof held on September 16, 2013, through Resolution #2013-09-XX.~~

~~EFFECTIVE DATE: This policy shall become effective September 16, 2013.~~

RESOLUTION #2013-09-279	APPROVED: 9.16.13	EFFECTIVE: 9.16.13
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**V. Policy Review**

**A. This policy shall be reviewed annually by the County Administrator or designee.**

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RESOLUTION ATTACHED

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**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

**Resolution to Amend the Livingston County Procurement Policy – Fiscal Services**

**WHEREAS,** resolution 2019-12-193 authorized several clarifications for function and format changes to the Procurement Policy; and,

**WHEREAS,** to gain additional procedural efficiency and bring best practices into alignment with the current Procurement Policy several revisions are needed:

- Documentation requirement of (3) quotes for purchases valued \$3,001 to \$25,000,
- Emergency procurement documentation and notification requirements;
- Emergency procurement revised to allow County Administrator authorization in exigent circumstances, and
- Cooperative agreement comparison for purchases valued at \$25,000 or more; and,

**WHEREAS,** based upon the recommendation from Civil Counsel additional revisions for clarity were included, as written and approved to form.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby adopts the Procurement Policy, as amended and attached, to be effective with the approval of this resolution.

# # #

**MOVED:  
SECONDED:  
CARRIED:**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Cynthia Catanach, Deputy County Administrator/ Financial Officer**  
**Date: December 2, 2020**  
**Re: Resolution to Amend the Livingston County Procurement Policy – GENERAL GOVERNMENT/ FINANCE / BOARD**

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Upon review of the current Procurement Policy, it has been determined that revisions for clarity and procedural efficiency are needed.

Within Section F. Procurement Requirements, to clarify the documentation requirements (3) quotes has been added for purchases valued at \$3,001 to \$25,000. This is to demonstrate due diligence and to determine market value of the good or service to achieve best value for the County.

Within Section G. Emergency Procurements, this has been revised for operational efficiency to allow the County Administrator to authorize emergency procurements in exigent circumstances. Afterwards, the County Administrator will notify the Board of Commissioners of the emergency procurement in writing as soon as practicable.

In Section H. Cooperative Purchasing/Procurement Programs, the sourcing procedure for cooperative agreements has been revised to incorporate a comparison of available cooperatives for procurements valued at \$25,000 or more. This is to determine the market value of the good or service and achieve best value for the County. In addition, the revision allows the County Administrator to authorize cooperative sourcing recommendations up to \$25,000 and under \$100,000 when included in line detail of the Operating budget.

In Section E and Section H, the County Administrator's agreement or contract authorization was clarified as 'up to \$25,000 per year per contact'.

These revisions are in alignment with the current Procurement Policy.

Upon review of Civil Counsel, the recommended revisions were approved as to form.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

# LIVINGSTON COUNTY PROCUREMENT POLICY

RESOLUTION #2019-12-193	LIVINGSTON COUNTY, MICHIGAN	APPROVED: 12.23.19
RESOLUTION #2018-11-189		APPROVED: 11.19.18
RESOLUTION #2013-09-278		APPROVED: 9.16.13
RESOLUTION #801-261		APPROVED: 8.27.01

## SECTION 1. PROCUREMENT POLICY & AUTHORITY

### A. POLICY

This policy is to establish standards for the purchase of goods and services with public funds such that the County is able to preserve and enhance public trust by maximizing the procurement value of public dollars by engaging in procurement activities that are fair and equitable.

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### B. STATUTORY AUTHORITY

The Board of Commissioners (Board) may establish rules and regulations to manage the interest and business of the County. See: MCL 46.11(m); Act 156 of 1851, as amended.

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### C. PURPOSE AND APPLICATION OF POLICY

The purpose of this policy is to establish a uniform procurement process for Livingston County Elected Officials, Department Directors and employees.

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### D. EXCLUSIONS

- i. The general terms of intergovernmental contracts or agreements (between the County, other governmental entities, or non-profit organizations) are not subject to the requirements of this policy but may be subject to prior Board approval if unusual (specialized) in nature.
- ii. Procurements completed through the utilization of a joint procurement program, established by the State or another local unit of government which operates a cooperative procurement program if it is determined to be cost-effective, and in the County's best interest (for example, MIDEAL and CoPro+).
- iii. In the event of an emergency, the County Administrator is statutorily enabled to authorize and effectuate the necessary procurements, which must then be ratified by the Board.
- iv. The Board reserves the authority to waive any regulations or procedures pertaining to procurement contained in this Policy, if the Board deems it is in the best interest of the County to do so.

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### E. IMPLEMENTATION AUTHORITY

- i. The County Board of Commissioners authorizes the County Administrator, or his/her designee, to effectuate the creation or change of any procedures necessary to implement the Policy.

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ii.—Elected Officials, Department Directors, and immediate supervisors are responsible for

ensuring that the procurement process is followed under this policy and certify so by requisitions via workflow authorization in the County's MUNIS system. Failure to comply with \_  
 -the policy can result in the claim for the purchase being adjusted or disallowed by the Board, and the claim not being paid by the County.

**F. PROCUREMENT REQUIREMENTS**

The Board of Commissioners has established the following requirements for the various levels of procurements. Funds must be budgeted in the appropriate line item PRIOR to purchase. Additional guidance relating to these requirements is included in the "[Fiscal Services Procurement Procedures for Procurement](https://www.livgov.com/administration/Documents/Policies/Procurement_Procedures_Manual%2007.2020.pdf)" [https://www.livgov.com/administration/Documents/Policies/Procurement\\_Procedures\\_Manual%2007.2020.pdf](https://www.livgov.com/administration/Documents/Policies/Procurement_Procedures_Manual%2007.2020.pdf).

AMOUNT OF PURCHASE	CONTACT TO INITIATE PURCHASE	TYPE OF QUOTE NEEDED	REQUISITION / PURCHASE ORDER	AWARD AUTHORIZATION REQUIRED BY
\$50 AND UNDER / PETTY CASH	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000 OR LESS	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000.01 - \$25,000	PROCUREMENT COORDINATOR FISCAL SERVICES DEPARTMENT	Documented DOCUMENTED WRITTEN (3) Quotes	REQUISITION/ PURCHASE ORDER REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 *PLANNED: BUDGETED	FISCAL SERVICES	▲▲ SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 NON BUDGETED	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
OVER \$100,000	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
<b>RECEIVING</b>	DEPARTMENT DIRECTORS & ELECTED OFFICIALS ARE RESPONSIBLE FOR DETERMINING THE PROPER QUANTITY AND QUALITY OF GOODS RECEIVED BEFORE FORWARDING THE INVOICE FOR PAYMENT BY THE COUNTY.			

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requisitions via workflow authorization in the County's MUNIS system. Failure to comply with the policy can result in the claim for the purchase being adjusted or disallowed by the Board, and the claim not being paid by the County.

**F. PROCUREMENT REQUIREMENTS**

The Board of Commissioners has established the following requirements for the various levels of procurements. Funds must be budgeted in the appropriate line item PRIOR to purchase. Additional guidance relating to these requirements is included in the "Fiscal Services Procurement Procedures for Procurement" [https://www.livgov.com/administration/Documents/Policies/Procurement\\_Procedures\\_Manual%2007.2020.pdf](https://www.livgov.com/administration/Documents/Policies/Procurement_Procedures_Manual%2007.2020.pdf).

AMOUNT OF PURCHASE	CONTACT TO INITIATE PURCHASE	TYPE OF QUOTE NEEDED	REQUISITION / PURCHASE ORDER	AWARD AUTHORIZATION REQUIRED BY
\$50 AND UNDER / PETTY CASH	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000 OR LESS	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000.01 - \$25,000	PROCUREMENT COORDINATOR FISCAL SERVICES DEPARTMENT	DOCUMENTED WRITTEN (3) Quotes	REQUISITION/ PURCHASE ORDER REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 * PLANNED: BUDGETED	FISCAL SERVICES	▲▲ SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 NON BUDGETED	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
OVER \$100,000	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
<b>RECEIVING</b>	DEPARTMENT DIRECTORS & ELECTED OFFICIALS ARE RESPONSIBLE FOR DETERMINING THE PROPER QUANTITY AND QUALITY OF GOODS RECEIVED BEFORE FORWARDING THE INVOICE FOR PAYMENT BY THE COUNTY.			

\* **Budgeted Line Item Detail:** On January 1 of each year, Departments with items under \$100,000 with line item detail deemed sufficient by the County Administrator or Deputy County Administrator/Financial Officer, will be authorized to purchase or enter into contract if the item is included in the adopted annual operating budget. The County Administrator is authorized to sign any contracts and purchase orders related to these items.

Variances from the original budgeted amount that are greater than 10 percent, or \$25,000, whichever is lower, will require Board authorization prior to purchase or entering into contract. Variances less than 10 percent, or \$25,000, may be approved by the County Administrator. Purchasing requirements and the Budget Transfer/Amendment policy must be adhered to for all purchases, including those with detail approved through the Operating Budget.

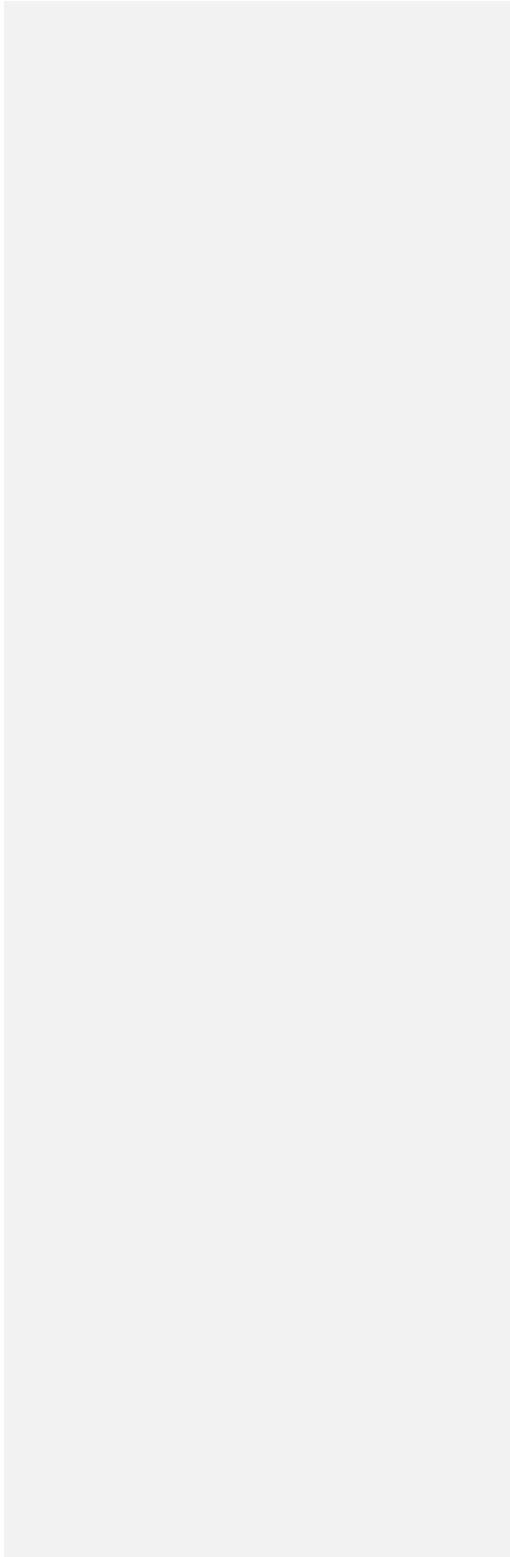
**G. EXEMPTED PURCHASES**

Professional services, intergovernmental contracts, emergency repairs, and reauthorization of contracts via a renewal option as previously approved by the Board are exempted from this policy. Information Technology software license/maintenance/subscription renewals, when included with line item detail in the authorized budget, are exempted from this policy. When it is determined to be in the best interests of the County, the Board may also exempt other purchases on a case by case basis from some or all of

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this policy by a majority vote unless it is required by law.



**H. POLICY STANDARDS**

- i. **Failure to Follow Policy:** The County shall not be responsible for costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding. In addition, or in the alternative, the County may impose on a County employee or officer, for any violations of these Procurement Policies or ethical standards of conduct set forth in this Policy or State statute, disciplinary action up to and including termination of employment.
- ii. **Law and Guidelines:** When the procurement involves the expenditure of Federal or State assistance or contracts, the procurement shall be conducted in accordance with any mandatory applicable Federal or State law. Livingston County will comply with applicable federal law, guidelines, standards, regulations, and grant terms including, but not limited to those outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 CFR Part 200 (Super Circular). See Appendix A.
- iii. **Credit Card (~~Purchasing-Procurement~~ Card) and Online Purchases:** Refer to the ~~Credit Procurement~~ Card Policy.
- iv. **Sales Tax Exemption:** The County shall not be charged or pay sales tax. Livingston County, as a Michigan Constitutional Corporation, is exempt from sales tax per Act 167 of Public Acts established in 1933. Per Section 4 of the General Sales Tax Act, MCL ' 205.54(7); MSA ' 7.525(4)(7), and Michigan Sales and Use Tax Rule, 1979 AC, R205.79, provides that sales to the United States government, the State of Michigan, and their political subdivisions, departments and institutions are not taxable when ordered on a Purchase Order and paid for by warrant on government funds. In the alternative, the government may claim exemption at the time of purchase by providing the seller with a signed statement to the effect that the purchaser is a governmental entity. This position was affirmed by the Michigan Department of Treasury through its Revenue Administrative Bulletin 1990-32, approved on October 11, 1990.
- v. **Policy Review:** This Policy shall be reviewed annually by the County Administrator or designee.

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**SECTION 2. SOURCE SELECTION & CONTRACT FORMATION**

**A. NO DIVISION OF REQUIREMENT/PURCHASE**

Contracts or purchases shall not be artificially divided to circumvent the procurement procedures in this policy. An aggregate of regular, reoccurring purchases shall be determined on an annual basis (for example: gasoline, paper products, cleaning supplies, ammunition) to verify this is not occurring and determine if the items should be competitively bid.

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**B. COMPETITIVE SEALED BIDDING**

A procurement method used when (1) the best value is expected to result from the selection of the lowest evaluated priced offer. Competitive Sealed bidding should be used if (2) time permits the solicitation, submission, and evaluation of sealed bids. (3) It is not necessary to conduct discussions with responding offerors about their bids. Also you should consider utilizing competitive sealed bidding if there is (4) a reasonable expectation of receiving more than one sealed bid.

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- i. An Invitation for Bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement.
- ii. Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations.
- iii. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids.

- iv. Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability. No criteria may be used in the bid evaluation that are not set forth in the Invitation for Bids.
- v. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.

**C. COMPETITIVE SEALED PROPOSAL**

A procurement method utilized when it is either not practicable or not advantageous for the County to procure specified types of supplies, services or construction by competitive sealed bidding.

- i. Proposals shall be solicited through a Request for Proposals.
- ii. Adequate public notice of the Request for Proposals shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations.
- iii. The Request for Proposals shall state the relative importance of price and other factors and subfactors.
- iv. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- v. Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to Livingston County taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.
- vi. Debriefings may be provided upon request to demonstrate the basis for the source selection and contract award.

**D. LOCAL PREFERENCE**

The procurement system is designed to preserve the integrity of Livingston County and promote fair and pure competition for County business. At the same time, when all other factors are equal, vendors/contractors located in Livingston County shall be preferred in the award of purchase orders and contracts in the procurement of goods and services.

**E. SINGLE SOURCE**

A Single-source procurement is one in which the County has selected a single vendor to supply the products or services over the other possible vendors. This may occur where there is significant justification for the single vendor so that there is no practical value in soliciting competition or for other substantial reasons (i.e. the vendor has the products on hand, the vendor currently supplies or is familiar with the existing County equipment, etc.). Single-source procurements must be justified in sufficient detail and documented on the Sole Source/ Single Source Vendor Justification Form (Appendix B), which can be obtained on the county website:

<https://www.livgov.com/administration/Pages/policies.aspx>. Procurement will evaluate each request to and make a determination whether a single source acquisition is appropriate; and make a recommendation to the County Administrator. This form requires the signature of the County Administrator or his/her designee. Single-Source procurements are limited to products or services less than \$25,000 per year and per contract.

**F. SOLE SOURCE PROCUREMENT**

Sole Source providers are used when a particular item or service is procured without a competitive process based on the justification that there is only one (1) appropriate source for the requested product or service. Research and proper justification for awarding to a sole source provider must accompany the Sole Source/ Single Source Vendor Justification Form (Appendix B) which can be obtained on the County

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the link below.

<https://www.livgov.com/administration/Pages/policies.aspx>

This form requires the County Administrator signature or his/her designee. The use of the Sole-Source selection should be used as sparingly as possible, to ensure that procurement activities that are fair, equitable and competitive.

**G. \_\_\_\_\_**

County Board of Commissioners may make, or authorize others to make emergency procurements of supplies, services, or construction items, when there exists a threat to public health, safety, or welfare, or where it is in the County's best interest to do so, provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances, and shall be documented in writing.

The County Administrator may authorize emergency procurements in exigent circumstances. Departments that enter into an emergency procurement must notify the County Administrator by the next business day in writing detailing the emergency and associated cost. Upon notification, the County Administrator shall notify the Board of Commissioners in writing as soon as practicable.

Notwithstanding any other provision of this policy, the County may make or authorize the purchase of supplies, equipment or services available through cooperative purchasing/procurement programs and other associations (i.e. State of Michigan Extended Purchasing Program or other similar programs). The decision to purchase from these programs shall be made by the County Administrator Board of necessary clarification from the Department Director, with the department and considering among other

Bidding requirements shall be waived if it is determined to be in the best interest of the County as determined by the County Administrator based on written communication to support the County Administrator's sourcing decision/County's findings. The County Administrator is authorized to enter agreements or contracts on behalf of the County up to \$25,000 per year and per contract.

For items valued at \$25,000 or more, it is highly recommended that departments review available cooperatives to determine the best market value.  
State of Michigan Extended Purchasing Program (such as MiDeal or other like programs) can be used.

**I. CONTRACT CLAUSES**

All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The County Administrator or designee, after consultation with the County Civil Counsel, may issue clauses appropriate for supply, service or construction contracts.

Such contracts shall include provisions that require any individual or business entity providing goods and/or services to the County shall be required to comply with current provisions of the Americans with Disabilities Act (ADA); (the Equal Opportunity Act for Individuals with Disabilities 42 USC 12101 et seq.); Equal Employment Opportunities (42 USC 2000e), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); the Elliot-Larsen Civil Rights Act (MCL 37.1201 et. seq.), and the Michigan Person with Disabilities Civil Rights Act (MCL 37.1101 et seq.). Such individual or business entity shall not discriminate against any individual with respect to hire, tenure, terms, conditions or privileges of employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of any transaction or agreement between the County and the individual or business entity. The County shall enforce this

covenant through use of sanctions available within this Policy, by contract, or other available legal action.

**J. AMENDMENTS TO INVITATIONS FOR BIDS OR REQUEST FOR PROPOSALS**

An invitation for bids (ITB), a request for proposals (RFP) or other solicitation (RFQ) may be amended by issuance of an addendum prior to the submittal deadline. The addendum shall provide for certain changes, including but not limited to, clarifications in specifications, requirements, and submittals.

**PROPOSALS**

An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, at the discretion of the County if such action is in the best interests of the County. The reasons therefore shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when it is in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reasons for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

All County employees, Officers (Public Servants) and Elected Officials shall conduct themselves in conformity with 1968 PA 317, MCL ' 15.321, et seq.; MSA ' 4.1700 (51) et seq. This Act establishes standards in respect to governmental decisions and conflicts of interest arising out of the solicitation, negotiation, or approval of contracts between the public servants and public entities such as the County.

**B. GRATUITIES, MEALS, FAVORS & GIFTS**

County employees, Directors, appointed or Elected Officials, Volunteers, or Agents shall neither solicit nor accept gratuities, meals, favors, gifts, consulting fees, trips, or anything with more than a de minimis value of twenty-five dollars (\$25.00) from a vendor, potential vendor, family or employees of a vendor, contractors or parties to subcontracts.

**C. GENERAL ETHICAL STANDARDS FOR EMPLOYEES**

Any attempt to realize personal gain through the public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

**D. GENERAL ETHICAL STANDARDS FOR NON-EMPLOYEES**

Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Section.

**Blanket Purchase Order (BPO)** - A purchaser's written document to a supplier formalizing all the terms and conditions of the purchase, including quantity, description of the requested items or services, cost of items being purchased, delivery schedule, terms of payment, and transportation defined over a period of time and up to a maximum dollar amount annually. A purchase order is a legal and binding contract between the County and the vendor.

**Competitive Sealed Bid** - A method for acquiring goods, services and construction for public use in which award is made to the lowest responsive bid and responsible bidder, based solely on the response to the criteria set forth in the Invitation for Bids (IFB) (i.e. bid documents); and does not include discussions or negotiations with bidders.

**Construction** –The process of utilizing labor to build, alter, repair, improve, or demolish any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

**Contract** - 1. An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. 2. A legally binding promise, enforceable by law. 3. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

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**Petty cash** – A small fund of money for incidental expense maintained by the petty cash custodian within the department.

**Procurement** – Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

**Purchase Order (PO)** – A purchaser’s written document to a supplier formalizing all the terms and conditions of the purchase including quantity, description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. A purchase order is a legal and binding contract between the County and the vendor.

**Qualification Based Selection (QBS)** - Vendor selection based on demonstrated competence and qualifications followed by contract negotiation with the most qualified firm relative to fair and reasonable compensation within the legal parameters.

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**Quote** - An informal purchasing process which solicits pricing information from several sources. Verbal quotes (those not received in writing) must be documented.

**Request for Proposals (RFP)** - A method for acquiring goods, services and construction for public use in which other factors will be considered in the selection of vendor in addition to price, or when there is not sufficient information to prepare a specification suitable for competitive sealed bidding, or when it is expected that negotiations with one or more vendors may be required with respect to any aspect of the requirements.

**Requisition** - An internal document by which a department sends details of supplies, services, or materials that are reasonable, required and appropriate for departmental operations to the Procurement Department.

**Services** - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

**Supplies** - All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or permanent interest in land.

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**APPENDIX A**  
**GENERAL PROCUREMENT STANDARDS FOR PURCHASES WITH**  
**FEDERAL GRANTS**

The following apply to all employees authorized to initiate and/or approve purchases paid for with federal grant funds. The purpose is to ensure that the procurement of the goods and services being purchased is transparent, that they are obtained in a cost-effective manner, and in compliance with the **stricter** of the federal general procurement standards for non-federal entities and the County's **Purchasing-Procurement** policy and that the awards are being handled appropriately. At no time can any section of this process supersede the Federal Grant Procurement Requirements set by the grantor. Department employees will be responsible for reading and understanding all requirements of their grant and to work with the **Fiscal Services Procurement/Purchasing** Department to ensure compliance for all purchases. This section does not address all aspects of the Code of Federal Regulations (2 CFR 200) or information required for the accounting portion of the grant money and any other stated requirements for the procurement.

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1. Procuring federal excess and surplus property in lieu of purchasing new equipment and property and whenever such use is feasible and reduces project costs.
2. Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
3. Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. Records will be maintained sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The clerk's office will be the repository for said records and shall be maintained for a period of not less than seven years.
5. Time and material type contracts (open-ended) may be used only after a determination that no other contract is suitable. Time and material type contract means a contract where the cost to the County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Each time and material contract will set a ceiling price that the contractor exceeds at its own risk. A higher degree of oversight is required in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
6. The County alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. The federal awarding agency will not substitute its judgment for that of the County unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.



7. Competition

- A. All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;
  - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (7) Any arbitrary action in the procurement process.
- B. Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated.
- D. Bids and proposals shall identify all the requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- E. All prequalified lists of persons, firms, or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and free competition. Also, potential bidders shall not be precluded from qualifying during the solicitation period.

8. Methods of Procurements. One of the following procurement methods shall be used.

- A. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000.00 (or \$2,000.00 in the case of acquisitions for construction subject to the Davis-Bacon Act). Requirements for making such purchases shall comply according to the appropriate County defined thresholds.
- B. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or

other property that do not cost more than the Simplified Acquisition Threshold (\$150,000.00). All purchases in excess of \$25,000 for the acquisition of goods and services shall require that formal solicitations be sought in compliance with the County's more restrictive practices for making such purchases.

C. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- (1) A complete, adequate, and realistic specification or purchase description is available;
- (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (3) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements shall apply:

- (1) The invitation for bids will be publicly advertised at a minimum in the local newspaper, on the Michigan Inter-governmental Trade Network (MITN) website and solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (2) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (4) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (5) Any or all bids may be rejected if there is a sound documented reason.

D. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized at a minimum in the local newspaper and on the Michigan Inter-governmental Trade Network (MITN) website and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The following method for conducting technical evaluations of the proposals received and for selecting recipients shall be used:

- a. After all proposals are opened and recorded, the purchasing-Fiscal Services department along with the requesting department shall determine if the proposals are responsive. A responsive proposal conforms in all material respects to the RFP.

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- b. Select the evaluation committee members. At a minimum, members should consist of the purchasing-Fiscal Services director and an end user with decision making authority.
  - c. Create a scoring matrix with weighted factors based on the evaluation criteria stated in the RFP.
  - d. Provide members with copies of the proposals and the scoring matrix.
  - e. Members individually review and score all proposals based on the criteria in the RFP. Include written justification for each scoring category.
  - f. Members submit scoring matrices and comments for each responsive proposal to the purchasing-Fiscal Services department.
  - g. The purchasing-Fiscal Services department compiles all the members' matrices to arrive at final scorings.
  - h. A meeting is scheduled with all members to discuss all aspects of the proposals and final scorings.
  - i. The members short-list the top candidates.
  - j. Schedule interviews, if necessary with top candidates.
  - k. Ask for best and final offers from top candidates (optional).
  - l. All members make a joint written recommendation. All scoring sheets, justification and rationale for the recommendation and any other variables that may have been considered are sent to the purchasing-Fiscal Services department.
- (4) Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered;
  - (5) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - (6) Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- E. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
    - (1) The item is available only from a single source;
    - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
    - (3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or
    - (4) After solicitation of a number of sources, competition is determined inadequate.
- 9. Contracting with small and minority businesses, women's business enterprises, and labor surplus area (a place of high unemployment) firms.
    - A. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a. through e. of this section.
10. Procurement of recovered materials. The County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Contract cost and price.
- A. A cost or price analysis shall be performed in connection with every procurement action in excess of the simplified acquisition threshold (\$150,000.00) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates shall be made prior to receiving bids or proposals.
  - B. Profit shall be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  - C. Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E-Cost Principles of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The County may reference its own cost principles that comply with the federal cost principles.
  - D. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
12. Federal awarding agency or pass-thru entity review.
- A. The County shall make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the County desires to have the review accomplished after a solicitation has

been developed, the federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- B. The County will make available upon request, for the federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
    - (1) Procurement procedures or operation fails to comply with the procurement standards in this part;
    - (2) The procurement is expected to exceed the simplified acquisition threshold (\$150,000.00) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
    - (3) The procurement, which is expected to exceed the simplified acquisition threshold (\$150,000.00), specifies a "brand name" product;
    - (4) The proposed contract is more than the simplified acquisition threshold (\$150,000.00) and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
    - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold (\$150,000.00).
  - C. The County is exempt from the pre-procurement review in subsection (2) of this section if the federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
    - (1) The County may request that its procurement system be reviewed by the federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
    - (2) The County may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's right to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the County that it is complying with these standards. The County must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.
13. Bonding Requirements. For construction or facility improvement contracts or subcontracts exceeding the County's threshold (\$50,000.00), the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the County provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified;
  - B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
  - C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

14. Contract provisions. Contracts and solicitations must contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-federal Entity Contracts Under Federal Awards.
- A. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.
- (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - (2) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
  - (3) Equal employment opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
  - (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of

the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (6) Rights to inventions made under a contract or agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (8) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (9) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (10) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000.00 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- (11) See § 200.322 Procurement of recovered materials.





**APPENDIX B  
LIVINGSTON COUNTY FISCAL SERVICES  
SOLE / SINGLE SOURCE JUSTIFICATION**

**SOLE SOURCE / SINGLE SOURCE JUSTIFICATION**

Select one of the following reasons and provide a detailed explanation for the choice selected:

- Only one known source can provide the commodity or service.
- Unique source (commodity/service is unique or special in nature), as determined by the County Administrator or designee.
- Compatibility (i.e., a specific piece of equipment to be compatible with an existing equipment system).
- Limited or proprietary systems (i.e., additional licenses, updates, specialized replacement parts, et. al.).
- A professional expert is requested.
- Authorized or required by Federal/State law or by Livingston County ordinance.
- Unusual and compelling urgency (serious injury, financial or other to Livingston County). There is insufficient time for competitive purchase due to an immediate, unexpected need (i.e., to prevent hazard to life, health, safety, welfare, or property or to avoid undue additional cost to the County).

**Explanation:**

**PIGGYBACK CONTRACT**

- Purchase will be made from an existing cooperative contract.

Contract Holder:

Contract Number/ Expiration Date:

**AUTHORIZED SIGNATURES**

Department Director:	Name of Requestor (type or print):
Date:	Name of Department:
County Administrator/Designee:	Name (type or print):



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Accepting 2021 Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation – Health Department**

**WHEREAS,** P.A. 166 of 2020 section 901 requires the Department of Licensing and Regulatory Affairs (LARA) to expend funds appropriated by the legislature for medical marihuana operation and oversight grants to counties for education, communication and outreach programs; and

**WHEREAS,** grant money is distributed proportionally to each county based on the number of medical marihuana registry identification cards issued or renewed as of September 30, 2020; and

**WHEREAS,** This program is a continuation of efforts and funding available for education, communication and outreach activities in Livingston County for 2020. The 2021 county allotment is \$44,781 and request for this funding is due to LARA by January 1, 2021; and

**WHEREAS,** Livingston County Health Department will be the administrator of the grant and reporting requirements and recommends that the Board of Commissioners accept the grant funding.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby Authorize accepting the grant funding from LARA - Bureau of Medical Marihuana for activities for education, communication and outreach for 2021 in the amount not to exceed \$44,781.

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

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment to effectuate the above funding increase.

# # #

MOVED:  
SECONDED:  
CARRIED:



## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

[www.lchd.org](http://www.lchd.org)

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### PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850

F: (517) 546-6995

### ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858

F: (517) 546-9853

## Michigan Medical Marihuana Operation and Oversight Grant Use Proposal

### Project Description and Organizational Priorities

The Livingston County Health Department (LCHD) applied for and received funding under the Medical Marihuana Operation and Oversight Grant in 2019 and 2020. LCHD was able to provide resources to clients that were previously not available and conduct outreach and education via social media, print media, and advertising. LCHD collaborated with the Human Services Collaborative Body (HSCB) Substance Use Disorder (SUD) Workgroup to gather input on educational materials and community outreach around medical marihuana and to help fund already existing efforts under the scope of this grant. One of the activities carried out was a virtual educational session on medical marihuana to the community.

During last year's grant cycle, LCHD experienced limited capacity due to COVID-19. Activities under the grant were paused for a period of time, and one of the educational sessions for provider's was cancelled. Although arrangements were made to accomplish most of the grant objectives while complying with new requirements, education and outreach was limited. With continued funding in 2021, LCHD will be able to leverage the partnership with the HSCB SUD Workgroup again, in order to expand outreach and provide more in depth education related to medical marihuana.

It stands that this project directly aligns with our Strategic Plan and top priorities, including increasing public visibility and awareness, enhancing collaborative partnerships and achieving financial sustainability. Our Community Health Improvement Plan further supports this project as it addresses strategic issue areas relevant to this topic, particularly those around health education/promotion, communication, mental health and substance abuse. Finally, this project would help to support requirements of the Public Health Accreditation Board Domain 3 (inform and educate) which we continuously strive to exceed as a PHAB accredited Health Department.

Livingston County is eager to build upon the foundation laid over the past two years under this grant and achieve outcomes to further educate and bring awareness around medical marihuana. Our local partners are keen to collaborate on activities which will enable us to address serious needs in the Livingston County community, using a strategic and collective approach.

### Work Plan

LCHD will build on information gathered last year to engage in a messaging/awareness campaign focused on priority topics, including youth prevention and harm reduction. Education and outreach will be conducted through communication, targeted messages, advertisements (billboard) and educational materials around the health effects of medical marihuana and related laws. LCHD will work collaboratively with the HSCB SUD Workgroup in order to plan and provide educational sessions to healthcare providers and the community (part II to follow the first education session held in September of 2020). In addition, LCHD will engage in outreach activities and provide harm reduction tools for distribution to the community and by partner agencies.

**Goal 1:** Continue a messaging/awareness campaign in multiple formats to focus specifically on topics identified as high priority:

- Marihuana use while pregnant or breastfeeding and subsequent effects on unborn babies and growing babies
- Health effects on brain development in youth
- Safe storage/harm reduction (to address child/youth access and unintentional poisoning)
- Driving under the influence of marihuana

**Objectives:**

1. Create and print fact sheets on the effects of marihuana on youth brain development and health.
2. Create and post videos on facts related to marihuana use during pregnancy or breastfeeding; in youth; and while driving. Additionally, create videos and posts on safe storage/harm reduction.
3. Create additional billboard advertisements to reach a larger audience.

**Goal 2:** Collaborate with other agencies to continue to provide educational sessions on medical marijuana to health care providers and the general public.

**Objectives:**

1. Collaborate with the HSCB Substance Use Disorder workgroup to provide a part II educational session on medical marihuana to the community. Highlighted topics include the health effects of marihuana, vaping marihuana, laws on marihuana, and safe storage.
2. Collaborate with the HSCB Substance Use Disorder workgroup to provide an education session to local health care providers on the health effects of marihuana use.

**Goal 3:** Distribute materials created during the previous grant cycle to partner agencies and providers; particularly materials that highlight priority messaging identified in Goal 1.

**Objectives:**

1. Print additional "Marijuana and Pregnancy" brochures and provide to local OB/GYN's, pediatrics, and childcare sites.
2. Print additional TalkSooner postcards on safe storage and safety information related to child safety/unintentional poisoning.
3. Purchase and provide additional lock bags with educational insert to clients and other local agencies for distribution to the public.

**Goal 4:** Partner with other agencies and local organizations to gather input on educational materials and community outreach around medical marihuana and help to fund already existing efforts that fall under the scope of this grant.

**Objectives:**

1. Identify any additional efforts around medical marihuana and any gaps that exist where support may be provided.
2. Continue to collaborate with Southeastern Michigan Health Association (SEMHA) Regional Health Department partners (Oakland, Washtenaw, Monroe, Macomb, St. Clair, Wayne and City of Detroit) to ensure consistent messaging at the regional level.

**Potential partners:**

1. Livingston County Community Mental Health Authority
2. Livingston County Community Alliance
3. SEMHA Regional Health Departments

#### 4. Human Services Collaborative Body (Substance Use Disorder workgroup)

**Budget** (Please see attached Excel document).

#### **Evaluation**

Success of our team will continue to be evaluated by identifying knowledge gained around the subject matter of medical marijuana and our ability to relay this information to the public and health care providers. Pre and post surveys will be utilized during educational sessions to understand what information was most useful to the target audience, in addition to what areas we can improve upon and what further information is needed, if any. Success will also be defined by new partnerships formed and any gaps identified in the community related to medical marijuana and addressed under this grant.

#### **Grant Expenditure and Reporting**

Livingston County Health Department will submit financial status reports to the Department of Licensing and Regulatory Affairs on April 1, 2021, July 1, 2021, and September 15, 2021. In the final report due September 15, 2021 LCHD will detail how the total grant was expended, including:

- A summary of the project implementation plan and any deviations from the original project as proposed.
- Accomplishments and problems experienced while carrying out the project activities.
- Coordinated efforts with other organizations to complete the project.
- Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
- Any experience in applying the project products and anticipated “next steps.”
- Actual budget expenditures compared to the budget in the agreement and the reason for any discrepancies.

**Department of Licensing and Regulatory Affairs  
Marijuana Regulatory Agency**

**Medical Marijuana Operation and Oversight Grants**

**2021 Grant Application**

Authority: Michigan Medical Marijuana Act  
2008 IL 1, Section 6(I), MCL 333.26426

**This application must be submitted electronically to [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov)  
at the Marijuana Regulatory Agency on or before January 1, 2021.**

**Section I: Grant Applicant Information**

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Livingston County Health Department

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**Applicant**

VS CV0048182

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**SIGMA Vendor Customer ID No.**

**Mail Code**

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**Section II: Grant Administrator Information**

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**Name**

Dianne McCormick- Health Officer

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**Address**

2300 E. Grand River Avenue- Suite 102

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**City**

Howell

**State**

MI

**Zip Code**

48843

---

**Area Code/Telephone Number**

(517) 546-9850

**Email Address**

dmccormick@livgov.com

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**Section III: Description of Grant Program**

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Funds must be used for education, communication, and outreach regarding the Michigan Medical Marijuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. On county letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact these funds will have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary.
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

**Section IV: Certification**

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I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Marijuana Regulatory Agency, no later than September 15, 2021. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2020 PA 166.

\_\_\_\_\_  
**Signature of County Grant Administrator (Original Signature Required)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

ORLENE HAWKS  
DIRECTOR

November 24, 2020

Dear Counties:

The Operations Support Section of the Marijuana Regulatory Agency has been assigned to administer the Medical Marijuana Operation and Oversight Grants to Michigan counties.

Public Act 166 of 2020 section 901 requires the Department of Licensing and Regulatory Affairs to expend funds appropriated by the legislature for medical marijuana operation and oversight grants to counties for education, communication, and outreach programs relating to the Michigan Medical Marijuana Program pursuant to section 6(l) of the Michigan Medical Marijuana Act, 2008 IL 1, MCL 333.26426. The grant money is distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant.

Attached to this letter, please find the grant application and list of funds available for each county in the State of Michigan. If your county is interested in participating for FY 2021, a completed application must be submitted electronically, no later than January 1, 2021, which is the deadline established in 2020 PA 166. Please submit your application to the department using the following email address: [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov). Applications received after January 1, 2021 may not be accepted.

If you have any questions regarding the grant, please contact the Operations Support Section at [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov) for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Christy".

Donald Christy, Manager  
Operations Support Section  
Marijuana Regulatory Agency

## Staff Salaries

<u>Position</u>	<u>Rate</u>	<u>Hours</u>	
Health Promotion Coordinator - Step 3	\$29.72	250 Salaries - Health Promotion Coordinator	\$7,430
Health Promotion Specialist - Step 4	\$27.96	225 Salaries - Health Promotion Specialist	\$6,291
Nurse Coordinator - Step 4	\$30.75	50 Salaries - Nurse Coordinator	\$1,538

## Staff Fringes

	<u>Rate</u>	<u>Percentage</u>	
Health Promotion Coordinator	\$28.68	37%	Fringes- Health Promotion Coordinator \$2,653
Health Promotion Specialist	\$27.02	37%	Fringes- Health Promotion Specialist \$2,249
Nurse Coordinator	\$30.75	37%	Fringes - Nurse Coordinator \$569

## Other Expenses

Lock bags (100 @20)	\$2,000
Printing/educational materials	\$2,250
Speakers and associated expenses	\$2,500
Outdoor media signage and advertising	\$14,000
Miscellaneous Supplies	\$3,200
Educational staff trainings	\$100
Total Costs	\$44,780

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing an Agreement with the Michigan Department of Environment, Great Lakes, and Energy to Conduct Environmental Health Services – Health Department**

**WHEREAS,** the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Livingston County Health Department (LCHD) desire to enter into an agreement to conduct environmental health related services; and

**WHEREAS,** LCHD has entered into similar agreements in previous years with EGLE; and

**WHEREAS,** the terms of the agreement shall be in effect October 1, 2020 through September 30, 2021 and partial reimbursement to the LCHD will be made by EGLE for covered services.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement between EGLE and LCHD for the period of October 1, 2020 through September 30, 2021 for services related to:

Program	Amount
Non-Community Public Water	\$123,123
Groundwater Monitoring	\$12,000
Public Swimming Pools	\$4,600
Septage	\$1,600
Public Campgrounds	\$250
<b>Total</b>	<b>\$141,573</b>

**BE IT FURTHER RESOLVED** that the Chair of the Board of Commissioners be authorized to sign the above-referenced agreement upon review and approval by civil counsel.

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

**BE IT FURTHER RESOLVED** that the reimbursement for said agreement will be placed in Account 221.

# # #

MOVED:  
SECONDED:  
CARRIED:





## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

[www.lchd.org](http://www.lchd.org)

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**PERSONAL/PREVENTIVE HEALTH SERVICES**

**P: (517) 546-9850**

**F: (517) 546-6995**

**ENVIRONMENTAL HEALTH SERVICES**

**P: (517) 546-9858**

**F: (517) 546-9853**

November 30, 2020

To: Livingston County Board of Commissioners

From: Matt Bolang, Deputy Health Officer/Director of Environmental Health

Re: Resolution for EGLE Contract

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The attached resolution establishes the continuation of the agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to conduct environmental health services. EGLE provides funding to partially reimburse the county for services covered in the agreement. This resolution establishes the contract for the period October 1, 2020 through September 30, 2021.

If you have any questions regarding this matter, please contact me at (517) 552-6870.



**LOCAL HEALTH DEPARTMENT GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND LIVINGSTON COUNTY HEALTH DEPARTMENT**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** ("State"), and **Livingston County Health Department** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1076, PA 399. As amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. Legislative appropriation of Funds for grant assistance is set forth in Public Act 166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Local Health Department Grant      Amount of grant: \$141,573  
 Amount of grant state: \$119,534                      Amount of grant federal: \$22,039  
 Start Date: October 1, 2020                              End Date: September 30, 2021

**GRANTEE CONTACT:**

Dianne McCormick, Health Officer  
 Name/Title  
Livingston County Health Department  
 Organization  
2300 East Grand River, Suite 102  
 Address  
Howell, MI 48843-7578  
 Address  
(517) 546-9850  
 Telephone number  
dmccormick@livgov.com  
 E-mail address  
CV0048182 / 023  
 SIGMA VSS Vendor # (Account Code) and Address ID  
38-6005819  
 Federal ID number – (Required for Federal Funding)  
044797926  
 DUNS number - (Required for Federal Funding)

**STATE'S CONTACT:**

John McCann, Grant Coordinator  
 Name/Title  
Drinking Water and Environmental Health Division  
 Division/Bureau/Office  
PO Box 30817  
 Address  
Lansing, MI 48909-8311  
 Address  
517-282-8225  
 Telephone number  
517-241-1328  
 Fax number  
McCannJ1@michigan.gov  
 E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
 Signature  
Dianne McCormick, Health Officer  
 Name/Title

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature  
Eric Oswald, Director, EGLE DWEHD  
 Name/Title

\_\_\_\_\_  
 Date

**I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

**III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

**IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

**The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.**

The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*

\*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

**V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances,

and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

#### **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
  - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
  - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
  - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
  - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
  - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - c. Convicted under State or federal antitrust statutes; or
  - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
  - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

**XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

**XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

**XXIV. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the EGLE project administrator. Monitoring conducted prior to final EGLE approval of the QAPP will not be reimbursed.



## **XXV. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

### **FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE**

A maximum of **\$22,039** is funded with Federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548719**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**. For a detailed breakdown of Federal funding by Program, please see Appendix B.

By accepting this contract, the grantee agrees to comply with the requirements of the **Safe Drinking Water Act: Sec. 1452** and the requirements found in the **2 CFR 200, 2 CFR 1500, 40 CFR 33, and 40 CFR 35 Subpart K**. These regulations include, but are not limited to the following:

#### **(A) Single Audit Report/Schedule of Expenditures of Federal Awards (SEFA)**

Grantees expending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed within nine months from the end of the grantee's fiscal year and uploaded to the Federal Audit Clearinghouse.

The grantee may also submit the single audit report electronically to the Michigan Department of Treasury website ([http://www.michigan.gov/treasury/0,1607,7-121-1751\\_31038---,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html).)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

#### **(B) Hatch Political Activity Act**

The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

#### **(C) Consultant Cap/Payment to Consultants**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Sub-agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with

responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

#### **(D) Establishing and Managing Subawards**

The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain EGLE's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from EGLE for any new subaward work that is not outlined in the approved work plan

#### **(E) General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018> These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

#### **(F) Disadvantages Business Enterprise (DBEs)**

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA 's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a

way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to , or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

### **(G) Signage**

The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide. (See Memo, "Guidelines for Enhancing Public Awareness of SRF Assistance Agreements," June 3, 2015.)

### **(H) Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

### **(I) Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry

of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The recipient agrees that any sub-awards it makes under this agreement will require the sub-recipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during sub-recipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the sub-recipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a sub-recipient or to be involved in the negotiation of an Interconnection Service Agreement between the sub-recipient and EPA.

### **(J) Quality Management Plan**

In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts, and interagency agreements that involve the use of environmental data. If not included under the approved QMP, a stand-alone QAPP is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics, or data. The recipient agrees to ensure that an approved site specific QAPP is completed for each project. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved by the EPA Project Officer and Quality Assurance Regional Manager or through authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.

### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or

the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

## **PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A**

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Health and Human Services (MDHHS) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC)  
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of complete noncommunity water supply program services required under the Safe Drinking Water Act, 1976 PA 399, as amended, and the Administrative Rules, hereinafter referred to as "Act 399."

**B. Program Budget and Agreement Amount**

The Grantee will be paid on a quarterly basis for work in the noncommunity drinking water program. The agreement amount maximum is provided in the *Noncommunity Water Supply Program Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee shall perform the following services, including but not limited to:

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory of all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) data system and revised total coliform rule tracking required for federal reporting.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.
5. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of State drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.
6. All noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and

complete sanitary survey form, water well record where available, and transmittal letter to the owner outlining compliance status and monitoring requirements shall be considered a completed sanitary survey as required in Act 399. All sanitary survey and well record data shall be entered into the program database(s) within 45 days of the survey.

7. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
8. Conduct a reinspection within ten (10) days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
9. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct and document in WT (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: F-level treatment for surface water or groundwater under the direct influence of surface water – two (2) visits per year, D-level treatment such as chemical injection or removal of arsenic or nitrate – one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 code – one (1) visit per year; Arsenic bottled water treatment alternative – one (1) visit per three (3) years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
10. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
11. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
12. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity (TMF) in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate TMF capacity in accordance with procedures established by the State.



13. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State.
14. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.
15. Obtain requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127, Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.
16. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
17. Grantee's interested in providing continuing education for certified operators shall:
  - a. Obtain initial prior approval from the State.
  - b. Use the State prepared training modules.
  - c. Distribute and collect evaluation forms from the operators at each session.
  - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required WT data entry no later than 15 days following the end of the quarter.
20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the EGLE laboratory, for compliance monitoring.
21. Grantee's interested in performing Source Water Assessments (SWA) of NTNCWSs shall:
  - a. Participate in a SWA training event hosted by EGLE.
  - b. Utilize the State prepared form and assessment tools.
  - c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS.

- d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days after the end of each quarter.
22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Submit completed RTCR spreadsheet to EGLE on a quarterly basis. The additional funding source for RTCR-specific work is available again for fiscal year 2021.

#### **D. Requirements – State**

The State shall perform the following services including, but not limited to:

1. Provide noncommunity public water supply data and WT data system information upon request of the Grantee.
2. Provide slide presentations and master copies of materials to Grantee’s that conduct certified operator continuing education. Provide “train the trainer” workshops and ongoing assistance as needed.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee’s noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee’s noncommunity water supply program relative to meeting the agreement requirements and overall program goals, and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated Grantee’s to be used if they choose to perform SWAs at NTNCWS. Provide training to Grantee’s and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to the NTNCWS and Grantee.
11. State contact for Source Water Assessments is Mr. Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at [BauerT1@Michigan.gov](mailto:BauerT1@Michigan.gov); or by mail

at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to [EGLE-EH@Michigan.gov](mailto:EGLE-EH@Michigan.gov).

12. State contact for drinking water supply certified operator continuing education is Ms. Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at [MooreB15@Michigan.gov](mailto:MooreB15@Michigan.gov); or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to [EGLE-EH@Michigan.gov](mailto:EGLE-EH@Michigan.gov) and participant rosters shall be e-mailed to [EGLE-OTCU-Training@Michigan.gov](mailto:EGLE-OTCU-Training@Michigan.gov).
13. State contact for the *Noncommunity Water Supply Program* is Mr. Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at [DettweilerD@Michigan.gov](mailto:DettweilerD@Michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

**E. Performance/Progress Report Requirements**

At the end of each quarter, the Grantee is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey updates, and other required WT data entry. Deadline is no later than 15 days following the end of the quarter. After WT data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

**F. Reimbursement Schedule**

<b>Program Activity</b>	<b>Allocation Basis</b>	<b>Payment Request</b>
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	E-mail request for payment to address below. <sup>1</sup> Payment subject to EGLE performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in WT as using bottled water for nitrate or arsenic MCLs.	Request for payment is included with the Standard Activity request. <sup>2</sup> Additional requests are not required, as this is reviewed on an annual basis as part of the Minimum Program Requirement Review.
Revised Total Coliform Rule (RTCR) Supplemental	Based on active TNCWS & NTNCWS in WT divided into the total amount of \$200,000 designated in the set-aside workplan. This allocation is continued for fiscal year 2021.	Request for payment is included with the Standard Activity request. <sup>2</sup>
Local Assistance – <b>Capacity Development</b> and Source Water Assessment (LA MAX) <sup>3</sup>	Capacity Development – Service based on \$150 per completed assessment for new NTNCWS.	Capacity Development – E-mail request for payment and submit WT report of completed capacity assessments to address below. <sup>4</sup>

Local Assistance – Capacity Development and <b>Source Water Assessment</b> (LA MAX) <sup>3</sup>	Source Water Assessments – Service based on \$100 per completed SWA for NTNCWS when a SWA has not been completed and reimbursed within the last five (5) years.	Source Water Assessments – E-mail the assessment worksheets as they are completed to address below. <sup>5</sup>
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<sup>1</sup> E-mail requests for payment to [EGLE-WATERTRACK@Michigan.gov](mailto:EGLE-WATERTRACK@Michigan.gov) within 15 days after the end of each quarter.

<sup>2</sup> This payment is inventory-based. The one-time payment will be included with, or after, the second quarter’s standard amount payment allocation.

<sup>3</sup> Allocation for LA MAX is identified on the Noncommunity Water Supply Program Allocation Schedule. This allocation is the maximum amount a Grantee can be reimbursed for Capacity Development and Source Water Assessments combined.

<sup>4</sup> Capacity Development for new NTNCWS reimbursement is prompted by an e-mail to [EGLE-WATERTRACK@Michigan.gov](mailto:EGLE-WATERTRACK@Michigan.gov) within 15 days after the end of each quarter. The e-mail must include the water supply serial number (WSSN) of new NTNCWS facility that has demonstrated adequate technical, managerial, and financial capacity. Service is reimbursed quarterly.

<sup>5</sup> Source Water Assessment reimbursement is prompted by an e-mail documenting the NTNCWS facility and date the SWA was performed. LHDs should e-mail completed worksheets to [EGLE-EH@Michigan.gov](mailto:EGLE-EH@Michigan.gov) as they are completed, but no later than 15 days after the end of each quarter. Payment subject to EGLE performance review verification. Service is reimbursed quarterly.

Each Quarterly payment will be made by the State upon the Grantee’s fulfillment of its responsibilities under this agreement.

**G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of those records.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of completing work for drinking water long-term monitoring. Funding is approved under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed at a rate of \$40 for each water well sampled per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Drinking Water Long-Term Monitoring Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee shall perform the following services including, but not limited to:

1. Provide qualified staff for completion of all the required activities.
2. Collect samples from the drinking water wells identified by the State on the Drinking Water Monitoring List (List). The samples must be collected within the sample collection period prescribed by the State while maintaining a minimum time period between collections. The minimum time periods between collections are as follows:

<b>MONITORING PERIOD</b>	<b>MINIMUM TIME BETWEEN COLLECTIONS</b>
Quarterly (3 months)	1 month
Triannual (4 months)	2 months
Semiannual (6 months)	3 months
Annual (1 year)	6 months
Biennial (2 years)	12 months

3. To ensure that data is available to determine funding needs for the next fiscal year, the following minimum sample collections are to be collected prior to July 1, 2021:
  - All samples listed as an annual collection event.
  - At least one round of samples listed as semiannual.
  - At least one round of samples listed as triannual.
  - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the EGLE, Source Water Unit, Contamination Investigation Program (SWU CIP) designated representative.

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under the Drinking Water Long-Term Monitoring Program will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at [Michigan.gov/EGLELab](http://Michigan.gov/EGLELab) or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

#### **D. Requirements – State**

The State shall perform the following services including, but not limited to:

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Provide assistance to the Grantee in drafting health advisory letters.
3. Provide instruction to the Grantee staff on sample collection protocol when requested.
4. Provide the Grantee with changes for any Site in the Drinking Water Long-Term Monitoring Program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.
5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated

representative on a quarterly basis. The program contact person is Mr. Matt Gamble. He may be contacted by telephone at 517-897-1508; by e-mail at GambleJ1@Michigan.gov; or by mail at EGLE-DWEHD, Contamination Investigation Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.
7. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than ten (10) years from the date of termination, the date of submission of the final expenditure report, or until audit findings have been resolved.

#### **E. Performance/Progress Report Requirements**

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters if not previously provided.

#### **F. Reimbursement Schedule**

Reimbursement may be requested on a quarterly basis by submittal of required reports and request for payment. The final payment for the fiscal year will be made by the State upon the grantee's fulfillment of its responsibilities under this agreement.

All requests for payment must be submitted to the SWU CIP designated representative (see *D. Requirements – State*, Number 5) no later than Wednesday, September 1, 2021, to allow time for processing before the State's fiscal year end closing.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
CAMPGROUND PROGRAM  
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of annual campground inspections in accordance with Part 125 of the Public Health Code, 1978 PA 368, as amended (Part 125).

This agreement is also intended to establish responsibilities for both the Grantee and the State in the conduct of issuing temporary campground licenses in accordance with Part 125.

Funding is approved under Section 12510 of Part 125.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed on an annual basis for the annual inspection of licensed campgrounds. The agreement amount is provided in item *F. Reimbursement Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

The Grantee will reimburse the State on an annual basis for the state license fees collected for temporary campground licenses issued during the year by the Grantee's staff or designated representative. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all currently licensed campgrounds under its jurisdiction and complete a State-provided *Campground Inspection Report* (Form EQP1715 and Supplement Form EQP1715-1). The Grantee will also investigate complaints and provide compliance assistance to campground owners.

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports shall be forwarded to the State within 2 to 4 weeks following the inspection, but in no case no later than the end date of this contract, September 30, 2021.

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses shall be forwarded to the State within 2 to 4 weeks after the licensing period, but in no case no later than the end date of this contract, September 30, 2021.

The Grantee will review the Annual Campground Inspection List and the Temporary Campground List provided by the State, edit as needed, and return the list to the State within 30 days.



#### **D. Requirements – State**

By January 31, 2021, the State will provide the Grantee with a list of their annual campground inspections for the year ending September 30, 2020. The State will provide the Grantee a 30-day period to edit the list as needed.

By March 1, 2021, the State will provide the Grantee with a list of issued temporary campground licenses for the year ending September 30, 2020. The State will provide the Grantee a 30-day period to edit the list as needed.

Upon issuance, the State will provide a copy of every campground license to the Grantee. A list of licensed campgrounds will be updated monthly on the Campground Program webpage at [Michigan.gov/EGLECampgrounds](http://Michigan.gov/EGLECampgrounds) for review.

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues.

The program contact person is Ms. Sarah Rottiers. She may be contacted by telephone at 517-282-4032; by e-mail at [RottiersS@Michigan.gov](mailto:RottiersS@Michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section – Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

Inspection reports, issued temporary campground licenses, and reviewed/edited lists may be submitted one of three ways:

1. Mail to: EGLE-DWEHD, Environmental Health Section – Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.
2. Scan and e-mail to: [EGLE-EH@Michigan.gov](mailto:EGLE-EH@Michigan.gov).
3. NEW: Submit through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a new web application. Please send e-mail to [EGLE-DWEHD-ITApplicationSupport@Michigan.gov](mailto:EGLE-DWEHD-ITApplicationSupport@Michigan.gov) or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee \$25 for each annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative during the year ending September 30, 2021.

The State will send an invoice to collect the state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2020.

#### **G. Accountability**

The State's Campground Program shall function as a technical resource to health department staff and campground owners. As needed, the State will provide to the Grantee status reports indicating annual inspection reports received, temporary licenses received, the program fee schedule, and other program guidance.

The Grantee shall maintain adequate accounting and inspection forms to reflect that funding granted under this agreement has been expended for the program activities. Annual inspection reports and temporary campground licenses shall be submitted to the State within 2 to 4 weeks of completion or sooner when possible.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
PUBLIC SWIMMING POOL PROGRAM  
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of completing work within the Grantee's jurisdiction in the Public Swimming Pool Program in accordance with Section 12532 of the Public Health Code, 1978 PA 368, as amended.

**B. Program Budget and Agreement Amount**

To align the work reimbursed with the grant agreement period, during this grant agreement the Grantee will be paid for work in the Public Swimming Pool Program completed between January 1, 2020 and September 30, 2021. In future grant agreements, the Grantee will be reimbursed for work done during the grant agreement period of October 1st to September 30th. The agreement amount is provided in item *F. Reimbursement Schedule* and in the *Public Swimming Pool Program Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during calendar years 2020 and 2021, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have submitted the paid appropriate licensing fees for calendar years 2020 and/or 2021 should be inspected.

The Grantee will review the list of public swimming pools from their jurisdiction provided by the State, as in item *D. Requirements – State*, make modifications and adjustments, and return the list to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

Indoor pools should be inspected during the months of January, February, March, or April except for public swimming pools located at schools. It is acceptable to inspect pools at schools during September. Outdoor pools should be inspected during the operating season of May, June, July, or August. Pool inspections during the months of October, November and December should be avoided as much as possible. In no case should annual inspections be completed later than December 31st.

Completed inspection reports are to be forwarded to the State within 2 to 4 weeks following the inspection, but in no case later than January 11, 2021, for 2020 inspections and October 5, 2021, for 2021 inspections completed by September 30, 2021.

**D. Requirements – State**

By January 29, 2021, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees and have been inspected for the calendar year 2020. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

For 2021 inspections, the State is hoping to provide the Grantee with a quarterly list of public swimming pools from their jurisdiction that have paid the license fees and have been inspected during the previous quarter within 30 days after the quarter ends. This is conditional on the development of the State's new database. At a minimum, by November 30, 2021, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees and have been inspected during the period of January 1, 2021 to September 30, 2021. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Mr. Jeremy Hoeh. He may be contacted by telephone at 517-898-3711; by e-mail at HoehJ@Michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

**E. Performance/Progress Report Requirements**

Inspection reports and lists from item *D. Requirements – State* may be submitted one of three ways:

1. Mail to: EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.
2. Scan and e-mail to: EGLE-EH@Michigan.gov.
3. Anticipated March 2021: Submit through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a new web application. Please send e-mail to EGLE-DWEHD-ITApplicationSupport@Michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

**F. Reimbursement Schedule**

The State will reimburse the Grantee on a lump sum basis according to the license criteria listed below for those public swimming pools inspected during the period of January 1, 2020 to September 30, 2021, by the Grantee’s staff or designated representative:

Initial license for a public swimming pool*	\$100.00
License renewal prior to December 31	\$30.00
License renewal after December 31	\$45.00
License renewal after lapse beyond April 30 without a license	\$70.00

\*Applies only to those local jurisdictions that are certified by the Department of Environment, Great Lakes, and Energy to conduct the initial inspections.

Payments will be made for those public swimming pools that have all fees paid in full for the 2020 licensing year and an inspection report dated during the calendar year 2020 has been submitted by January 11, 2021.

Payments will be made for those public swimming pools that have all fees paid in full for the 2021 licensing year and an inspection report dated between January 1, 2021 and September 30, 2021 has been submitted by October 5, 2021. Pools inspected after September 30, 2021 to meet calendar year 2021 requirements will still be reimbursed but will fall under the next fiscal year grant agreement.

**G. Accountability**

The State will furnish periodic status reports to each Grantee indicating the number of license applications, fees, and inspection reports received.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
SEPTAGE PROGRAM  
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021**

**A. Statement of Purpose**

This agreement is intended to establish a payment schedule to the Grantee for an initial septage land site inspection, annual land site inspection, septage vehicle inspection, and authorized receiving facility inspection in accordance with Section 324.11716 of Part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the Grantee on an annual lump sum basis according to the following criteria:

Initial inspection of a septage land site (per site)	\$500.00
Annual EGLE authorized “active” land site inspection (per site) includes EGLE authorized septage storage facility inspection	\$430.00
Annual or initial inspection of septage vehicles (per vehicle)	\$50.00
EGLE authorized receiving facility inspection	\$100.00

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The annual payment for land sites will be made for one inspection of each site. Please note that each site may contain more than one unit otherwise known as a “field.” The site inspection and reimbursement payment include inspection of the EGLE authorized septage storage facility (if applicable).

Annual payment for septage vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

**C. Requirements – Grantee**

1. The Grantee shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Grantee will provide a timely and appropriate response to all violations in a manner described in an EGLE Septage Program document entitled, “Fiscal Year 2021 Enforcement Policy.”
2. The Grantee shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled “Fiscal Year 2021 Compliance Inspection Policy.” The Grantee shall use EGLE’s online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website.
3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE’s Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with

Part 117. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website. **Payment shall not be made for inspections performed and/or inspection forms submitted more than two (2) weeks from the date the inspection request is sent to the Grantee by EGLE.**

4. The Grantee shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using current inspection forms provided by EGLE.
5. The Grantee shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website.
6. The Grantee shall submit inspection tracking reports on a quarterly basis using the form provided by EGLE. The inspection forms shall be submitted along with the quarterly report form unless previously submitted. These and other program forms can be downloaded by clicking on *Health Department Information* located under *Downloads* on the Septage Program website at Michigan.gov/EGLESeptage.
7. The Grantee should complete **all** inspections by **August 31, 2021** and submit the Request for Payment (RFP) for those inspections to the Septage Program by **September 15, 2021**. Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2021** and submit a separate RFP for inspections completed in **September** to the Septage Program no later than **October 4, 2021**.
8. The Grantee shall make the RFP in writing and include an alphabetical list of all licensed septage businesses and inspection dates of the inspections made within their jurisdiction using the Septage Program Quarterly Report form posted on the program website described below.

Inspection requirement details are outlined in the document entitled, "Septage Compliance Inspection Policy." This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on *Health Department Information* located under *Downloads*.

#### **D. Requirements – State of Michigan**

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Online Services* on the program website and searching by county.

1. EGLE shall provide up to date license application materials on the program website available under *Program Forms/Downloads*.
2. EGLE shall perform a one-time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.
3. EGLE shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Health Department Information* or *Land Application Information* located under *Program Forms/Downloads*. The inspection forms include:
  - a. Existing Land Site Inspection Form (EQP5900).

- b. New Land Site Inspection Form (EQP5970).
  - c. Cropping Plan Form (EQP5928).
  - d. Vehicle Inspection PDF Fillable Form (EQP5901).
  - e. Receiving Station Inspection Form (EQP5911).
  - f. Storage Facility Checklist (EQP5966).
4. EGLE shall make available quarterly inspection status report forms. These forms can be downloaded from the program website by clicking on *Health Department Information* located under *Program Forms/Downloads*.
  5. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.
  6. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.
  7. EGLE shall provide program updates and information via the program website's *Septage Program FAQ's* (Frequently Asked Questions) and informational mailings. The Grantee will be copied on memos and letters issued to licensed septage businesses.

#### **E. Performance/Progress Report Requirements**

Quarterly reports and year-end RFP submissions may be submitted one of three ways:

1. Mail to: EGLE-DWEHD, Environmental Health Section – Septage Program, P.O. Box 30817, Lansing, Michigan 48909-8311. The contact person is the Septage Program Registration Technician, Mr. Matthew Rockhold, who can be reached at 517-888-4897.
2. Scan and e-mail to: RockholdM@Michigan.gov.
3. Anticipated January 2021: Submit through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a new web application. Please send e-mail to EGLE-DWEHD-ITApplicationSupport@Michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

#### **F. Reimbursement Schedule**

Reimbursement will be based upon the remittance of standardized information in a spreadsheet format summarizing inspections performed and the remittance of the appropriate checklists referenced above (EQP5900, EQP5901, and EQP5911).

The annual payment will be made by the State of Michigan (State) upon receipt of the RFP from the Grantee and based upon the Grantee's fulfillment of its responsibilities under this



agreement. The RFP and inspection checklist copies are due by September 15, 2021. The reimbursement request should be sent to: EGLE-DWEHD, Administration Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

**G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funding granted under this agreement have been expended for the Program activities, as approved by the State. These records shall be made available upon request for audit by the State.

Records will be retained by the Grantee until an audit has been completed by the State, or permission has been granted by the State, to dispose of the records.

## PROGRAM FUNDING - APPENDIX B

### Noncommunity Water Supply Program (Type II Public)

#### 1. Standard and Operator Assistance - Total Amount \$107,308

Standard - State Funding - Amount \$101,084

Operator Assistance - **Federal** Funding - Amount \$6,224

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548719**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

#### 2. Local Assistance - Capacity Development and Source Water Assessment - Total Amount \$7,300

**Federal** Funding - Amount \$7,300

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548719**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

#### 3. Public Water Supply Supervision - Revised Total Coliform Rule - Total Amount \$8,515

**Federal** Funding - Amount \$8,515

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548719**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

### Drinking Water Long-Term Monitoring

State Funding - Amount \$12,000

### Campground Program

State Funding - Amount \$250

### Public Swimming Pool Program

State Funding - Amount \$4,600

### Septage Program

State Funding - Amount \$1,600

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**COVID-19 Related Resolution Approving Temporarily Authorizing A Livingston County Health Department FLSA Exempt Employee To Accrue Temporary Special Flex Time And Additional Compensation For Hours Worked – Health Department**

**WHEREAS,** pursuant to Resolution 2020-03-079 the Board of Commissioners has previously authorized that 18 full-time exempt positions at Livingston County Health Department be temporarily reclassified to permit payment of overtime due to the COVID-19 Pandemic; and

**WHEREAS,** due to the COVID-19 Pandemic, beginning March 8, 2020 the Director of Personal Preventative Health, a FLSA exempt position, also began working after hours and on weekends; and

**WHEREAS,** the management of the Livingston County Health Department is recommending that the Board of Commissioners temporarily authorize the Director of Preventive Health position to, in addition to her salary, temporarily be eligible to accrue straight time flex time for those hours approved by the Health Officer to be worked over 40 in the workweek and that any payout of these special accrued flex time hours shall be computed and paid out on a fixed pay basis; and

**WHEREAS,** existing funds are available to support this request using COVID response grant funds received from MDHHS; and

**WHEREAS,** at the request of the Board of Commissioners to assure fiscal prudence, the Michigan Employment Retirement System of Michigan (MERS) has confirmed to the County, in writing, that flex time accruals or payouts are not mandatorily computed in the final average compensation of an MERS eligible division employee for retirement purposes and, rather, may be excluded from the final average compensation formula at the option of the County; and,

**WHEREAS,** this request is temporary and retroactive to March 8, 2020. Unless extended by written resolution of the Board of Commissioners, this authorization will automatically terminate when the COVID-19 Pandemic is over, or December 31, 2021, or upon action by the Board of Commissioners terminating or amending this Resolution, whichever date is sooner.

**THEREFORE BE IT RESOLVED** that due to the extraordinary circumstances of the COVID-19 Pandemic, the Livingston County Board of Commissioners hereby authorizes the FLSA Exempt Director of Personal Preventative Services at the Livingston County Health Department to temporarily ,in addition to her salary, accrue temporary special flex time on a straight time basis for those hours approved by the Health Officer to be worked over 40 in the applicable workweek. This temporary special flex time will be paid out annually, or at the date of retirement or the date of cessation of employ (whichever first occurs), at the rate of \$54.02 (subject to Board-approved cost of living adjustment) subject to the following express conditions and requisites:

- A. Funding for the temporary special flex time and any payout of flex time payments will be provided by grant funds eligible for this purpose; and
- B. That, pursuant to MERS written confirmation, that no sums derived from the temporary special flex time accrual or payout will be included in final average compensation calculation for purposes of MERS or for any other County benefit plan. The employee will be required to execute a written acknowledgement of such condition and his/her acceptance of same; and,
- C. The temporary special flex time may not be used by an employee to take time off so as to extend his/her retirement date or final day of employ. Such special flex time is payable on a lump sum basis only.

**BE IT FURTHER RESOLVED** that this authorization will be retroactive to the first full payroll period after March 8, 2020 and shall automatically terminate when the COVID-19 Pandemic is over, or December 31, 2021, or upon action by the Board of Commissioners terminating or amending this Resolution, whichever date is soonest.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment to effectuate the above.

# # #

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Extending Authorization of Resolution 2020-03-079 –Health Department**

**WHEREAS,** pursuant to Resolution 2020-03-079 the Board of Commissioners has previously authorized that 18 full-time exempt positions at Livingston County Health Department be temporarily reclassified to permit payment of overtime due to the COVID-19 Pandemic; and

**WHEREAS,** by its terms, Resolution 2020-03-079 expires on December 31, 2020; and,

**WHEREAS,** due to the continuation of the COVID-19 pandemic, the Health Department Director is recommending continuation of this temporary benefit; and,

**WHEREAS,** existing funds are available to support this request using COVID response grant funds received from MDHHS.

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners hereby authorizes extension of the authorization and terms of Resolution 2020-03-079. This Resolution and authorization shall automatically terminate when the COVID-19 Pandemic is over, or December 31, 2021, or upon action by the Board of Commissioners terminating or amending this Resolution, whichever date is soonest.

**THEREFORE BE IT RESOLVED** that the positions impacted by this extension are as follows for the 2021 budget year.

Position #	Description	Job Class	Group/BU	FTE
60100102	FIN SRVS COORDIN	7043	NU	1.00
60100113	EMERGENCY PREPARED C	7041	NU	1.00
60100114	PUB HLTH NURS SUPVR	7040	NU	1.00
60100118	NURSE PROGRAM COORDI	7036	NU	1.00
60100120	NURSE PROGRAM COORDI	7036	NU	1.00
60100121	NURSE PROGRAM COORDI	7036	NU	1.00
60100124	NUTRITION/WIC COORD	7092	NU	1.00
60100128	FIELD PROGRAM COORD	7033	NU	1.00
60100129	ENVIRON SANITARI I	7030	NU	1.00
60100130	FOOD PROGRAM COORD	7032	NU	1.00
60100131	ENVIRON SANITARI II	7031	NU	1.00
60100132	ENVIRON SANITARI II	7031	NU	1.00
60100133	ENVIRON SANITARI II	7031	NU	1.00
60100134	ENVIRON SANITARI II	7031	NU	1.00

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60100135	ENVIRON SANITARI II	7031	NU	1.00
60100142	HEALTH PROMTN COORD	7034	NU	1.00
60100147	PUBLIC HEALTH NURSE	5008	NU	1.00
60100148	HEALTH PROMOTION SPECIALIST	7035	NU	1.00
60100152	EPIDEMIOLOGIST	7098	NU	1.00
60100153	PUBLIC HEALTH NURSE	5008	NU	1.00
60100157	HEALTH PROMOTION SPECIALIST	7035	NU	1.00

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment to effectuate the above.

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Amending Resolution 2019-02-017 Authorizing Third-Party Contracts between Livingston County and Specialized Services Transportation Providers – LETS**

**WHEREAS,** Resolution 2019-02-017 authorized third-party contracts between Livingston County and five (5) local agencies that receive pass-through grant funding from LETS to provide specialized public transportation services for seniors and individuals with disabilities; and

**WHEREAS,** the contracts authorize FY 2020 Specialized Services operating assistance funding awarded by the Michigan Department of Transportation in the amount of \$70,080 to be passed through to the five providers according to the agreed-upon funding distribution at a reimbursement rate of \$1.20 per mile; and

**WHEREAS,** as a result of the COVID-19 pandemic, all five providers had significantly less vehicle mileage to report at the end of FY 2020 than in previous years, and two providers did not report sufficient mileage to receive their full share of the distribution; and

**WHEREAS,** the funding distribution formula provides for the redistribution of unspent funds between the three (3) providers that exceeded their maximum mileage reimbursement, and the third-party contracts for those providers will be amended to increase the funding amounts; and

**WHEREAS,** the terms of the amended contracts will remain October 1, 2019 through September 30, 2020.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes amendments to the third-party contracts between Livingston County and three (3) Specialized Services providers, Hartland Senior Center, Livingston County Catholic Charities, and Livingston County Community Mental Health, to allow for the redistribution of unspent funds as illustrated in the table below:

<b>Specialized Services Provider</b>	<b>FY 2020 Original Distribution</b>	<b>FY 2020 Revised Distribution</b>
Brighton Senior Center	\$17,560	\$8,722
Hartland Senior Center	\$17,560	\$23,694
Livingston County Catholic Charities	\$10,375	\$14,920
Livingston County Community Mental Health	\$17,560	\$19,521
Special Ministries of Livingston County	\$7,025	\$3,223
<b>Total</b>	<b>\$70,080</b>	<b>\$70,080</b>

**BE IT FURTHER RESOLVED** that the term of the contracts will remain October 1, 2019 through September 30, 2020.

**BE IT FURTHER RESOLVED** that the Board Chair is hereby authorized to sign the amended contracts upon review and approval by Mark Koerner, LETS Transit Attorney.

# # #

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





## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Greg Kellogg, Transportation Director**  
**Date: 11/24/2020**  
**Re: Resolution Amending Resolution 2019-02-017 Authorizing Third-party Contracts Between Livingston County and Specialized Services Transportation Providers – LETS**

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Attached for your consideration is a resolution to amend third-party contracts between the County and three local agencies that receive pass-through grant funding from LETS to provide specialized public transportation services for seniors and individuals with disabilities.

As a recipient of state Specialized Services funding, LETS has the fiduciary responsibility to apply for funding on behalf of the sub-recipients (providers), report service activity to MDOT quarterly, and receive and distribute funds according to the funding distribution formula, which is approved annually by a coordinating committee comprised of the LETS Director, the Specialized Services providers, local human service organizations, and citizen stakeholders.

Specialized Services funds reimburse the agencies for mileage costs at the rate of \$1.20 per mile, up to their maximum share of the funding distribution. LETS receives the funds from MDOT quarterly based on passenger trip mileage reported by the Specialized Services providers. Upon receipt of the funds LETS distributes the quarterly reimbursement to the service providers.

In previous years each provider typically reported more trip mileage than there is funding available to reimburse, in which case they all receive their maximum share of the funding distribution. However, due to the COVID-19 pandemic and consequent service reductions, two of the five providers did not report sufficient mileage to receive their full share in FY 2020.

While this is not common, the funding distribution formula does provide for the redistribution of unspent funds when one or more providers is not eligible to receive its full share. In that case, the remaining funds are distributed between the providers that exceeded their maximum mileage reimbursement based on their percent share of the total mileage reported for the fiscal year.

The result of the redistribution of FY 2020 funds is illustrated in the table below. Hartland Senior Center, Livingston County Catholic Charities, and Livingston County Community Mental Health each exceeded their maximum mileage reimbursement for the year and will therefore receive the leftover funds based on the formula noted above.

<b>Specialized Services Provider</b>	<b>FY 2020 Original Distribution</b>	<b>FY 2020 Revised Distribution</b>
Brighton Senior Center	\$17,560	\$8,722
Hartland Senior Center	\$17,560	\$23,694
Livingston County Catholic Charities	\$10,375	\$14,920
Livingston County Community Mental Health	\$17,560	\$19,521
Special Ministries of Livingston County	\$7,025	\$3,223
<b>Total</b>	<b>\$70,080</b>	<b>\$70,080</b>

To allow for the redistribution of funds the third-party contracts for these three providers will require an amendment to increase the funding amount. Because the funding amounts are expressed on a “not to exceed” basis, the contracts for the two providers that will receive less than their full share do not require an amendment.

As always, if you have any questions, please do not hesitate to contact me at x7843.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing Sub-recipient Agreement for Transportation Services between Livingston County (LETS) and People’s Express of Whitmore Lake for FY 2021 and Amendment to FY 2020 Agreement - LETS**

**WHEREAS,** LETS entered into a sub-recipient agreement with People’s Express of Whitmore Lake to provide public transportation services in southeastern Livingston County as authorized by Resolution 2019-09-127; and

**WHEREAS,** the agreement allows Livingston County to pass-through state and federal funding from the Section 5311 Rural Operating Assistance program to support public transportation services in non-urbanized areas of the County; and

**WHEREAS,** the agreement has been beneficial to the citizens of Livingston County by providing an additional 31,348 passenger trips in FY 2020 with no additional local funds required; and

**WHEREAS,** LETS and People’s Express desire to renew the agreement for an additional one (1) year term beginning on October 1, 2020 and ending September 30, 2021; and

**WHEREAS,** the renewal period will include state and federal funding from the Section 5311 Rural Operating Assistance program estimated at \$164,600 which will be passed-through to People’s Express on a reimbursement basis upon receipt of the grant funds by the County; and

**WHEREAS,** additional FY 2020 state and federal funding from the Section 5311 program in the amount of \$106,749 was awarded to LETS as a result of the CARES Act and is eligible for pass-through to People’s Express based on the services provided during the fiscal year, requiring an amendment to the FY 2020 agreement to increase the funding amount.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a sub-recipient agreement for transportation services between Livingston County and People’s Express of Whitmore Lake to pass through FY 2021 state and federal funding from the Section 5311 Rural Operating Assistance program estimated at \$164,600 under the terms and conditions set forth therein for a term of one (1) year beginning October 1, 2020 and ending September 30, 2021.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorizes an amendment to the FY 2020 sub-recipient agreement for transportation services between Livingston County and People’s Express of Whitmore Lake to increase the pass-through

funding amount from \$56,000 to \$162,749 as a result of additional state and federal grant funds awarded during the fiscal year.

**BE IT FURTHER RESOLVED** that the Board Chair is hereby authorized to sign both agreements and any related documents upon review and approval by Mark Koerner, LETS transit attorney.

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



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Greg Kellogg, Transportation Director**  
**Date: 11/30/2020**  
**Re: Resolution Authorizing Sub-recipient Agreement for Transportation Services between Livingston County (LETS) and People's Express of Whitmore Lake for FY 2021 and Amendment to FY 2020 Agreement - LETS**

LETS entered into a sub-recipient, or “pass-through,” agreement with People’s Express of Whitmore Lake in October 2019 in an effort to improve transit service in the southeastern portion of the County, which has traditionally been difficult for LETS to serve because of the distance from its facility in Howell Township. The agreement has proven successful with an additional 31,348 passenger trips provided in FY 2020 beyond those provided directly by LETS. Both parties wish to renew the agreement for FY 2021.

In FY 2020 Livingston County began receiving state and federal funding from the Section 5311 Rural Operating Assistance program to support public transportation services in non-urbanized areas of the County. The transportation services provided by People’s Express are also eligible to receive the operating assistance, but People’s Express, as a 501(c)3 non-profit operated by Northfield Human Services, is not eligible to receive the funds directly. By partnering with People’s Express, LETS can use the funding to supplement its service in a previously underserved area and do so more efficiently than adding additional vehicles and drivers.

The sub-recipient agreement assigns LETS a fiduciary role that includes applying for the grant funds on behalf of People’s Express, reporting quarterly expenses and service activity to MDOT, and receiving and distributing the grant funds. The pass-through payments are issued to People’s Express on a reimbursement basis after MDOT approves the expense reports and LETS receives the funds. With pass-through funding no revenues or expenses are recorded on the County General Ledger.

The estimated state and federal funding available for the FY 2021 agreement is \$164,600 based on eligible expenses of \$200,000. This includes state funds of 37.6%, regular federal 5311 funds of 18%, and additional federal funds of 26.7% from CARES Act funding allocated to the 5311 program. The term of the agreement will be October 1, 2020 through September 30, 2021.

Finally, as a result of CARES Act funding allocated to the 5311 program in FY 2020, People’s Express is eligible to receive an additional \$106,749 for the service provided between October 1, 2019 and September 30, 2020. The original agreement provided for funding “not to exceed \$56,000” and will therefore need to be amended for LETS to pass through the additional funds.

As always, please do not hesitate to contact me at 517-540-7843 if you have any questions.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Reorganization of LETS to Fill the Full-Time Mobility Manager Position and Eliminate One Full-Time Driver Position – LETS**

**WHEREAS,** Mobility Management is an innovative approach for managing and delivering coordinated transportation services to customers, particularly older adults and people with disabilities who need more personalized assistance to learn about and access their mobility options; and

**WHEREAS,** the Mobility Manager will focus on meeting individual customer needs using the community’s entire network of transportation options and service providers, and coordinating the services and providers to achieve a more efficient transportation system; and

**WHEREAS,** the Mobility Manager will also be responsible for planning and marketing transportation services, evaluating and adjusting services based on customer feedback, and seeking out new partnerships to leverage existing resources; and

**WHEREAS,** the creation of the Mobility Manager position was approved by the Personnel Committee at a Grade 5 and was included in the 2021 LETS Level 2 budget request but was removed in Level 3 due to restrictions on new positions in place at that time; and

**WHEREAS,** the Mobility Manager position will be 100% grant-funded and will replace a vacant full-time Driver position.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the reorganization of LETS to authorize and fill the full-time Mobility Manager position at Grade 5 and eliminate one (1) full-time driver position as illustrated in the Position Control chart below:

**CURRENT:**

Position #	Description	Status	Group	Grade	FTE
53800138	DRIVER	A	NU	3	1.00

**PROPOSED:**

Position #	Description	Status	Group	Grade	FTE
53800138	DRIVER	I	NU	3	(1.00)
53800158	MOBILITY MANAGER	A	NU	5	1.00

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorize any necessary budget amendments to effectuate the above.

# # #

**MOVED:  
SECONDED:  
CARRIED:**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Greg Kellogg, Transportation Director**  
**Date: 12/1/2020**  
**Re: Resolution Authorizing the Reorganization of LETS to Fill the Full-Time Mobility Manager Position and Eliminate One Full-Time Driver Position – LETS**

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Mobility Management is an innovative approach for managing and delivering coordinated transportation services to customers, particularly older adults and people with disabilities who need more personalized assistance to learn about and access their mobility options. Currently our dispatchers take customer calls and schedule rides but they do not have adequate time to provide in-depth customer education and outreach or to coordinate rides with other providers to ensure the customer's needs are met.

The Mobility Manager will focus on meeting those individual needs using the community's entire network of transportation options and service providers, and coordinating the services and providers to achieve a more efficient transportation system. The Mobility Manager will also be responsible for planning and marketing transportation services, evaluating and adjusting services based on customer feedback, and seeking out new partnerships to leverage existing resources.

The creation of the Mobility Manager position was approved by the Personnel Committee at Grade 5 and will replace a vacant Grade 3 Driver position. This reorganization was included in the 2021 LETS Level 2 budget request but was removed in Level 3 due to restrictions on new positions in place at the time.

While this reorganization does represent an overall increase to the LETS budget by replacing a Grade 3 position with a Grade 5 position, Mobility Management is an eligible Capital expense and is therefore 100% grant funded whereas the Driver position, as an Operating expense, requires roughly 10-15% of the cost to be funded locally.

The addition of a Mobility Manager to the LETS staff presents an opportunity to address long-standing shortfalls in service delivery and customer service, specifically our ability to coordinate with other providers to ensure the customers' needs are met and to spend adequate time on customer education and outreach. The latter will be particularly important as we transition to the new Ecolane software platform.

I would appreciate your support for this resolution, and as always, please do not hesitate to contact me at 517-540-7843 if you have any questions.

**LIVINGSTON COUNTY  
JOB DESCRIPTION**

**MOBILITY MANAGER**

**Supervised By:** Operations Manager - L.E.T.S.

**Supervises:** No supervisory responsibility

**FLSA Status:** Non-Exempt

**Position Summary:**

Under the supervision of the Operations Manager – L.E.T.S. serves the general public through conceptualization, planning, and promotion of programs that respond to and inform the needs of the market. These actions and supportive strategies are performed directly or in collaboration with others in order to provide a full range of travel options that are more effective in meeting needs and more efficient through reasonable pricing. Responsible for improving business and community support for L.E.T.S. Develops and distributes information that explains how to utilize the available resources in meeting the diverse travel needs of the market that L.E.T.S. serves.

**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. Performs a variety of marketing and public relations tasks designed to increase community awareness of L.E.T.S and determine transportation priorities.
2. Evaluates service delivery areas, provider utilization, and geographical assignments in coordination with local and state transportation plans.
3. Develops and recommends new programs to support coordinated transportation.
4. Develops and directs the design, production and distribution of specific marketing materials directed at employers, employees, human service agencies and other entities.
5. Serves as the liaison and salesperson to community leaders in an effort to demonstrate how transportation enhances economic development.
6. Provides direct outreach to area employers and employment agencies to gain support for employer and employee transit programs.
7. Researches, develops and writes grant applications for future funding.



8. Plans annual conference on issues related to transportation as well as other events.
9. Assesses potential for future expansion of transit options across municipal boundaries.
10. Plans and coordinates special promotional events and activities related to general public transportation.
11. Makes public presentations on the benefits of mobility management for the community.
12. Builds supportive community networks.
13. Researches and concludes on the design of operational functions that are non-traditional in service delivery.
14. Maintains familiarity with technological advances that increase travel options and/or convenience.
15. Maintains a current knowledgeable about techniques that foster transit ridership through links with land development.
16. May serve as a driver or dispatcher in situations of extreme service need.
17. Performs other duties as directed.

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

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

Requirements include the following:

- Associate's Degree with coursework in transportation or community planning and one year of progressively more responsible experience in public or transportation planning and related marketing.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Michigan Commercial Driver's License - Class C with passenger endorsement.
- Must pass a Michigan Department of Transportation physical and drug screen prior to employment.
- Good working knowledge of the principles and practices of urban transportation planning.

- Skill in assembling and analyzing data and preparing accurate reports.
- Skill in marketing ideas and services and effectively maintaining community relations.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, community groups, representatives of other governmental units, professional contacts, elected officials, and the public.
- Skill in the use of office equipment and technology, including Microsoft Suite applications, marketing and graphic applications and the ability to learn department-specific software.

**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. Travel is required to perform some assigned duties.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Approving the LETS Public Transportation Agency Safety Plan (PTASP) – LETS**

**WHEREAS,** the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule on July 19, 2019, requiring operators of public transportation systems that receive federal funds under FTA’s Urban Area Formula Grants program to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS); and

**WHEREAS,** the required SMS components include defined safety roles and responsibilities, strong executive safety leadership, formal safety accountabilities and communication, effective policies and procedures, and active employee involvement; and

**WHEREAS,** agencies are also required to develop an employee reporting program and designate a Chief Safety Officer, which will be the LETS Trainer, the position responsible for driver safety training; and

**WHEREAS,** the PTASP Rule is designed to promote a culture of safety by making safety everyone’s responsibility, empowering employees to play an active role and encouraging employees to report safety concerns to senior management; and

**WHEREAS,** transit operators must certify that they have a safety plan in place meeting the requirements of the rule by December 31, 2020, and the PTASP and subsequent updates must be signed by the Accountable Executive and approved by the agency’s governing body; and

**WHEREAS,** safety is a core business function of LETS, and as such the LETS Public Transportation Agency Safety Plan was developed to comply with FTA requirements and to support the agency’s mission to provide safe and reliable transportation for the citizens of Livingston County; and

**WHEREAS,** LETS will use the procedures outlined in the PTASP to improve upon current safety practices and to integrate safety into all aspects of transit operations and service delivery.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the LETS Public Transportation Agency Safety Plan (PTASP).

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorize the LETS Director to sign the LETS Public Transportation Agency Safety Plan (PTASP) as the agency’s Accountable Executive.

# # #

**MOVED:  
SECONDED:  
CARRIED:**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Greg Kellogg, Transportation Director**  
**Date: 11/30/2020**  
**Re: Resolution Approving the LETS Public Transportation Agency Safety Plan (PTASP) – LETS**

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The Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule on July 19, 2019, requiring operators of public transportation systems that receive federal funds under FTA's Urban Area Formula Grants program to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

A Safety Management System is a "data-driven management system which involves the continuous collection and analysis of information that helps a transit operator become proactive about how it addresses safety risks" (FTA). The required SMS components include defined safety roles and responsibilities, strong executive safety leadership, formal safety accountabilities and communication, effective policies and procedures, and active employee involvement.

Agencies are also required to develop an employee reporting program and designate a Chief Safety Officer, which will be the LETS Trainer, a position that is already responsible for driver safety training and staying current on industry best practices.

The PTASP Rule is designed to promote a culture of safety by making safety everyone's responsibility, empowering employees to play an active role and encouraging employees to report safety concerns to senior management.

Transit operators must certify that they have a safety plan in place meeting the requirements of the rule by December 31, 2020. The PTASP and subsequent updates must be signed by the Accountable Executive and approved by the agency's governing body.

Safety is a core business function of LETS, and as such the LETS Public Transportation Agency Safety Plan was developed to comply with FTA requirements and to support the agency's mission to provide safe and reliable transportation for the citizens of Livingston County. LETS will use the procedures outlined in the PTASP to improve upon current safety practices and to integrate safety into all aspects of transit operations and service delivery.

As always, please do not hesitate to contact me at 517-540-7843 if you have any questions.

# LETS Agency Safety Plan

Version 1, Issued 11/12/2020

## Transit Agency Information:

<b>Transit Agency Name</b>	Livingston Essential Transportation (LETS)
<b>Transit Agency Address</b>	3950 W. Grand River Ave, Howell, MI 48843
<b>Name and Title of Accountable Executive</b>	Greg Kellogg, Director of Transportation
<b>Name of Chief Safety Officer or SMS Executive</b>	Tiffany Buskirk, Trainer and Chief Safety Officer
<b>Modes of Service Covered by this Plan</b>	Non-Fixed Route Bus
<b>List ALL FTA Funding Types</b>	5307, 5310, 5311, 5339, CMAQ
<b>Modes of Service Provided by the Transit Agency (Directly Operated or Contracted Service)</b>	LETS directly provides Demand Response services and uses LETS employees to supply the necessary labor to operate revenue vehicles. LETS also contracts for shuttle service to Detroit Metro Airport which uses contractor-provided vehicles and labor.
<b>Does the agency provide transit services on behalf of another transit agency or entity?</b>	No
<b>Description of Arrangement(s)</b>	
<b>Name and Address of Transit Agency(ies) or Entity(ies) for Which Service is Provided</b>	

## Plan Development, Approval, and Updates:

<b>Name of Entity That Drafted This Plan</b>	Tiffany Buskirk, Trainer and Chief Safety Officer, LETS	
<b>Signatures by the Accountable Executive</b>	<b>Signatures of Accountable Executive</b>	<b>Date of Signature</b>
	Greg Kellogg, Director of Transportation	
<b>Approval by the County Commissioners</b>	<b>Name of the Individual/Entity that Approved this Plan</b>	<b>Date of Approval</b>
	<b>County Commission Resolution #</b>	
	<b>Relevant Documentation (Title and Location)</b>	
A copy of the County Commission Resolution # , approving the Agency Safety Plan (ASP), is maintained on file by the Chief Safety Officer, LETS		
<b>Certification of Compliance</b>	<b>Name of the Individual/Entity that Certified this Plan</b>	<b>Date of Certification</b>

	<b>Relevant Documentation (Title and Location)</b>

<b>Version Number and Updates</b>			
<i>Record the complete history of successive versions of this plan.</i>			
<b>Version Number</b>	<b>Sections/Pages Affected</b>	<b>Reason for Change</b>	<b>Date Issued</b>
1		New Document	12/3/2020

<b>Annual Review and Update of the Agency Safety Plan</b>
<i>Describe the process and timeline for conducting an annual review and update of the ASP.</i>
This plan will be reviewed and updated by the Chief Safety Officer, the Operations Manager, and Deputy Director of Transportation by July 1 of each year. The Accountable Executive will review and approve any changes, signing the new ASP, then forward to the county commission for review and approval. LETS will ensure this Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA’s Public Transportation Safety Program and the National Public Transportation Safety Plan.

**Safety Performance Targets:**

<b>Safety Performance Targets</b>							
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan</i>							
Targets below are based on review of the previous two years of LETS’s safety performance data.							
<b>Mode of Transit Service</b>	<b>Fatalities (Total)</b>	<b>Fatalities (per 100 thousand VRM)</b>	<b>Injuries (total)</b>	<b>Injuries (per 100 thousand VRM)</b>	<b>Safety Events (Total)</b>	<b>Safety Events (per 100 thousand VRM)</b>	<b>System Reliability (VRM/failure)</b>
Demand Response	0	0	0	0	0	0	8,500

<b>Safety Performance Target Coordination</b>		
<i>Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.</i>		
LETS’s Accountable Executive shares our ASP, including safety performance targets, with the Metropolitan Planning Organization (MPO) in our service area each year after its formal adoption by the County Commission. LETS’s Accountable Executive also provides a copy of our formally adopted plan to the Michigan Department of Transportation. LETS personnel are available to coordinate with MDOT and SEMCOG safety performance targets upon request.		
<b>Targets Transmitted to the State</b>	<b>State Entity Name</b>	<b>Date Targets Transmitted</b>
	Michigan Department of Transportation (MDOT)	
	<b>Metropolitan Planning Organization Name</b>	<b>Date Targets Transmitted</b>

<b>Targets Transmitted to the Metropolitan Planning Organization</b>	Southeast Michigan Council of Governments (SEMCOG)	
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**Safety Management Policy:**

**Safety Management Policy Statement**  
*Include the written statement of safety management policy, incorporating safety objectives.*

Safety is a core value at LETS, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. LETS is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through LETS’s Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP. (After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.)
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Greg Kellogg, Director of Transportation and Accountable Executive

**Safety Management Policy Communication**  
*Describe how the safety management policy is communicated throughout the agency’s organization. Include dates where applicable.*

The Chief Safety Officer, who leads LETS’s SMS activities, will introduce our staff to SMS principles in January 2021, at an All-Staff Meeting. LETS’s safety Management Policy Statement will also be distributed to each employee in the form of a handout during this All-Staff meeting. LETS also will post copies of the Safety Management Policy Statement on bulletin boards at the office and in the break room. LETS has incorporated review and distribution of the Safety Management Policy Statement into new-hire training and all-staff annual refresher training.

**Authorities, Accountabilities, and Responsibilities**  
*Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency’s SMS.*

<p><b>Accountable Executive</b></p>	<p>The Director of Transportation serves as LETS’s Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> <li>• Controls and directs human and capital resources needed to develop and maintain the ASP and SMS.</li> <li>• Designates an adequately trained Chief Safety Officer who is a direct report.</li> <li>• Ensures that LETS’s SMS is effectively implemented.</li> <li>• Ensures action is taken to address substandard performance in LETS’s SMS.</li> <li>• Assumes ultimate responsibility for carrying out LETS’s ASP and SMS.</li> <li>• Maintains responsibility for carrying out the agency’s Transit Asset Management Plan.</li> </ul>
<p><b>Chief Safety Officer or SMS Executive</b></p>	<p>The Accountable Executive designates the Trainer as LETS’s Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> <li>• Develops LETS’s ASP and SMS policies and procedures.</li> <li>• Ensures and oversees day-to-day implementation and operations of LETS’s SMS.</li> <li>• Manages LETS’s ESRP.</li> <li>• Chairs the LETS Safety Committee: coordinates the activities of the committee; establishes and maintains LETS’s safety Risk Register and Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents; maintains and distributes minutes of committee meetings.</li> <li>• Advises the Accountable Executive on SMS progress and status.</li> <li>• Identifies substandard performance in LETS’s SMS and develops action plans for approval by the Accountable Executive.</li> <li>• Ensures LETS policies are consistent with LETS’s safety objectives.</li> <li>• Provides Safety Risk Management (SRM) expertise and support for other LETS personnel who conduct and oversee Safety Assurance activities.</li> </ul>
<p><b>Agency Leadership and Executive Management</b></p>	<p>Agency Leadership and Executive Management also have authorities and responsibilities for day-to-day SMS implementation and operation of LETS’s SMS under this plan. LETS Agency Leadership and Executive Management include:</p> <ul style="list-style-type: none"> <li>• Deputy Director</li> <li>• Operations Manager</li> <li>• Chief Safety Officer</li> <li>• Lead Dispatcher</li> <li>• Maintenance Coordinator</li> </ul> <p>LETS Leadership and Accountable Executive personnel have the following authorities, accountabilities, and responsibilities.</p> <ul style="list-style-type: none"> <li>• Participate as members of LETS’s Safety Committee as permanent members.</li> </ul>



	<ul style="list-style-type: none"> <li>• Complete training on SMS and LETS ASP elements.</li> <li>• Oversee day-to-day operations of the SMS in their departments.</li> <li>• Modify policies in their departments consistent with implementation of the SMS, as necessary.</li> <li>• Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.</li> </ul>
<p><b>Key Staff and Activities</b></p>	<p>LETS uses the Safety Committee, as well as bi-monthly Drivers’ Meetings and quarterly All-Staff Meetings, to support its SMS and safety programs:</p> <ul style="list-style-type: none"> <li>• <b>Safety Committee:</b> Any safety hazards reported will be jointly evaluated by the Safety Committee and the Chief Safety Officer during the monthly meeting. The Safety Committee members include the Chief Safety Officer, Operations Manager, Lead Dispatcher (or representative), Maintenance Coordinator (or representative), and two Drivers who will meet bi-monthly to review issues and make recommendations to improve safety.</li> <li>• <b>Drivers’ Meetings:</b> A permanent agenda item in all bi-monthly drivers’ meetings is dedicated to safety. Safety issues are discussed and documented.</li> <li>• <b>All-Staff Meetings:</b> Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.</li> </ul>
<p><b>Employee Safety Reporting Program</b>  <i>Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and, therefore, are excluded from protection).</i></p>	
<p>LETS’s ESRP encourages employees who identify safety concerns in their day-to-day duties to report them to senior management in good faith without fear of retribution. There are many ways employees can report safety conditions:</p> <ul style="list-style-type: none"> <li>• Report conditions directly to the dispatcher, who will add them to the daily Operations Log.</li> <li>• Report conditions anonymously via a locked comment box in the break room.</li> <li>• Report conditions directly to any upper management.</li> </ul> <p>Examples of information typically reported include:</p> <ul style="list-style-type: none"> <li>• Safety concerns in the operating environment (for example: county or city road conditions or the condition of facilities or vehicles)</li> <li>• Policies and procedures are not working as intended (for example, insufficient time to complete pre-trip inspections)</li> <li>• Events that senior management might not otherwise know about (for example: near misses)</li> <li>• Information about why a safety event occurred (for example: radio communication challenges)</li> </ul> <p>On a daily basis, the Chief Safety Officer reviews the dispatch daily Operations log, checks the comment box, and documents identified safety condition in the Safety Risk Register. LETS’s Chief Safety Officer, supported by the Safety Committee, as necessary, will review and address each employee report, ensuring that hazards and their consequences are appropriately identified and</p>	

resolved through LETS's SRM process and that reported deficiencies and non-compliance with rules or procedures are managed through LETS's Safety Assurance process.

LETS's Chief Safety Officer discusses actions taken to address reported safety conditions during the quarterly All-Staff Meetings. Additionally, if the reporting employee provided his or her name during the reporting process, the Chief Safety Officer or designee follows up directly with the employee when LETS determines whether or not to take action and after any mitigations are implemented.

LETS encourages participation in the ESRP by protecting employees that report safety conditions in good faith. However, LETS may take disciplinary action if the report involves any of the following:

- Willful participation in illegal activity, such as assault or theft
- Gross negligence, such as knowingly utilizing heavy equipment for purpose other than intended such that people or property are out at risk
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

## Safety Risk Management:

### Safety Risk Management

*Describe the Safety Risk Management Process, including:*

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

### Safety Risk Management Process:

LETS uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to LETS's leadership. LETS's SRM process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

LETS's Chief Safety Officer leads LETS's SRM process, working with LETS's Safety Committee to identify hazards and consequences, and mitigate safety risk. The results of LETS's SRM process are documented in our Safety Risk Register and referenced materials.

LETS's SRM process applies to all elements of our system including our operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision.

In carrying out the SRM process, LETS uses the following terms:

- Event – Any accident, incident, or occurrence
- Hazard – Any real or potential condition that can cause injury, illness, or death; damage or loss of the facilities, equipment, rolling stock, or infrastructure belonging to LETS; or damage to the environment.

- Risk – Composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk Mitigation – Method(s) to eliminate or reduce the effects of hazards.
- Consequence – An effect of a hazard involving injury, illness, death, or damage to LETS property or the environment.

**Safety Hazard Identification:**

The safety hazard identification process offers LETS the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- ESRP
- Review of vehicle camera footage
- Review of monthly performance data and safety performance targets
- Observations from supervisors
- Maintenance reports
- Comments from customers, passengers, and third parties, including LETS transit insurance pool and vendors
- Safety committee, Drivers’, and All-Staff Meetings
- Results of audits and inspections of vehicles and facilities
- Results of training assessments
- Investigations into safety events, incidents, and occurrences
- Federal Transit Administration (FTA) and other oversight authorities (mandatory information source)

When a safety concern is observed by LETS management, whatever the source, it is reported to LETS Chief Safety Officer. Procedures for reporting hazards to LETS Chief Safety Officer are reviewed during All-Staff Meetings and in the Safety Committee. LETS Chief Safety Officer also receives employee reports from the ESRP, customer comments related to safety, and the dispatch daily Operations Log. LETS Chief Safety Officer reviews these sources for hazards and documents them in LETS’s Safety Risk Register.

LETS’s Chief Safety Officer also may enter hazards into the Safety Risk Register based on their review of LETS’s operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board.

LETS’s Chief Safety Officer may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, LETS’s Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc)

- Contact other departments that may have association with or technical knowledge relevant to the reported hazard
- Review any past reported hazard of a similar nature
- Evaluate tasks and/or processes associated with the reported hazard.

LETS's Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during bimonthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or Michigan environmental protection standards. Otherwise, the Safety Committee will prioritize hazards for further SRM activity.

**Safety Risk Assessment:**

LETS assesses safety risk associated with identified safety hazards using its safety risk assessment process, this includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The Chief Safety Officer and Safety Committee assess prioritized hazards using LETS's Safety Risk Matrix. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a hazard rating. For example, a risk may be assessed as "1A" or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- "High" hazard ratings will be considered unacceptable and require action from LETS to mitigate the safety risk
- "Medium" hazard ratings will be considered undesirable and require LETS's Safety Committee to make a decision regarding their acceptability
- "Low" hazard ratings may be accepted by the Chief Safety Officer without additional review

Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk.

The Chief Safety Officer schedules safety risk assessment activities on the Safety Committee agenda and prepares a Safety Risk Assessment Package. This package is distributed at least one week in advance of the Safety Committee meeting. During the meeting, the Chief Safety Officer reviews the hazards and its consequence(s) and reviews available information distributed in the safety Risk Assessment Package on severity and likelihood. The Chief Safety Officer may request support from members of the Safety Committee in obtaining additional information to support the safety risk assessment.

Once sufficient information has been obtained, the Chief Safety Officer will facilitate completion of relevant sections of the Safety Risk Register, using the LETS Safety Risk Assessment Matrix, with the Safety Committee. The Chief Safety Officer will document the Safety Committee's safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Safety Risk Register. The Chief Safety Officer will maintain on file Safety Committee agendas, Safety Risk Assessment Packages, additional information collection, and completed Safety Risk Register sections for a period of three years from the date of generation.

**Safety Risk Matrix: (need to confirm monetary loss limits)**

Likelihood of Occurrence of the Consequence		
<i>Qualitative Definition</i>	<i>Meaning</i>	<i>Value</i>
<b>Frequent</b>	Likely to Occur Frequently ( $>10^{-1}$ )	A
<b>Probable</b>	Likely to Occur Several Times ( $<10^{-1}$ but $>10^{-3}$ )	B
<b>Occasional</b>	Likely to Occur Sometime ( $<10^{-3}$ but $>10^{-6}$ )	C
<b>Remote</b>	Very Unlikely to Occur ( $<10^{-6}$ but $>10^{-8}$ )	D
<b>Improbable</b>	Almost inconceivable that the event will occur ( $<10^{-8}$ )	E
Severity of the Consequence		
<i>Definition Category</i>	<i>Meaning</i>	<i>Value</i>
<b>Catastrophic</b>	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact or monetary loss equal to or exceeding \$10M.	1
<b>Critical</b>	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.	2
<b>Marginal</b>	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K but less than \$1M.	3
<b>Negligible</b>	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than \$100K.	4

Risk Assessment Matrix				
Likelihood	Severity			
	1 (Catastrophic)	2 (Critical)	3 (Marginal)	4 (Negligible)
A (Frequent)	1A	2A	3A	4A
B (Probable)	1B	2B	3B	4B
C (Occasional)	1C	2C	3C	4C
D (Remote)	1D	2D	3D	4D
E (Improbable)	1E	2E	3E	4E

Risk Assessment Matrix Color Code	
<i>"Tolerability" based on identified severity and likelihood.</i>	
	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations.
	Acceptable with senior management approval.

**Safety Risk Mitigation:**

LETs’s Accountable Executive and Chief Safety Officer review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the Safety Committee. LETs can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards.

Prioritization of safety risk mitigations is based on the result of safety risk assessments. LETs’s Chief Safety Officer tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the Safety Committee during monthly meeting and to LETs staff upon request.

In the Safety Risk Register, LETs Chief Safety Officer will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

**Safety Assurance:**

Through our Safety Assurance process, LETs:

- Evaluates our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safety risk
- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended
- Investigates safety events to identify causal factors
- Analyzes information from safety reporting, including data about safety failures, effects, or conditions

**Safety Performance Monitoring and Measurement**

*Describe activities to monitor the system for compliance with procedures for operations and maintenance.*

LETS has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits
- Informal inspections
- Regular review of onboard camera footage to assess drivers and specific incidents
- Safety surveys
- ESRP
- Investigation of safety occurrences
- Safety review prior to the launch or modification of any facet of service
- Daily data gathering and monitoring of data related to the delivery of service
- Regular vehicle inspections and preventative maintenance

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

*Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.*

LETS monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The Chief Safety Officer establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing LETS processes and activities before assigning new information collection activities.

LETS’s Chief Safety Officer and Safety Committee review the performance of individual safety risk mitigations during monthly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

LETS's Chief Safety Officer and Safety Committee also monitor LETS's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations
- Monitoring employee safety reporting
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns

The Chief Safety Officer works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

*Describe activities to conduct investigations of safety events to identify causal factors.*

LETS maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see LETS Safety Event Investigation Procedures Manual for specific procedures for conducting safety investigations). These procedures also reflect all traffic safety reporting and investigation requirements established by Michigan's Department of Motor Vehicles.

The Chief Safety Officer maintains all documentation of LETS's investigation policies, processes, forms, checklists, activities, and results. As detailed in LETS's procedures, an investigation report is prepared and sent to the Accident/Incident Review Board for integration into their analysis of the event.

LETS's Accident/Incident Review Board consists of seven members that represent management, operations and maintenance. The Chief Safety Officer chairs the board. LETS's Accident/Incident Review Board determines whether:

- The accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

*Describe activities to monitor information reported through internal safety reporting programs.*

The Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Safety Committee ensure that the concerns are investigated or analyzed through LETS's SRM process.

The Chief Safety Officer and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning LETS's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

## **Safety Promotion:**

### **Competencies and Training**

*Describe the safety training program for all agency employees and contractors directly responsible for safety.*



LET'S's comprehensive safety training program applies to all LET'S employees directly responsible for safety, including:

- Bus vehicle operators
- Dispatchers
- Maintenance
- Agency Leadership and Executive Management
- Chief Safety Officer
- Accountable Executive

LET'S dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Basic training requirements for LET'S employees, including frequencies and refresher training, are documented in the LET'S Training Matrix and the LET'S Employee Handbook.

Operations safety-related skill training includes the following:

- New-hire- bus vehicle operator classroom and hands-on skill training
- Bus vehicle refresher training
- Bus vehicle retraining (recertification or return to work)
- Classroom and on the job training for dispatchers
- Classroom and on the job training for operations supervisors and managers
- Accident investigation training for operations supervisors

Vehicle maintenance safety-related skill training includes the following

- Ongoing vehicle maintenance technician skill training
- Ongoing skill training for vehicle maintenance supervisors
- Accident investigation training for the vehicle maintenance supervisors
- Ongoing hazardous material training for the vehicle maintenance technicians and supervisors
- Training provided by vendors

LET'S Accountable Executive and Agency Leadership and Executive Management team must complete FTA's SMS Awareness online training and an executive session on safety management sponsored by LET'S transit insurance pool.

### **Safety Communication**

*Describe processes and activities to communicate safety and safety performance information throughout the organization.*

LET'S's Chief Safety Officer and Operations Manager coordinate LET'S's safety communication activities for the SMS. LET'S's activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- **Communicating safety and safety performance information throughout the agency:** LET'S communicates information on safety and safety performance in its quarterly newsletter and during quarterly All-Staff Meetings. LET'S also has a permanent agenda item in all monthly Drivers' Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact LET'S's safety or safety performance, and updates regarding SMS implementation. LET'S also requests information from drivers during these meetings, which is recorded in meeting minutes. Finally, LET'S's Operation Manager and Trainer posts safety

bulletins and flyers on the bulletin board located in the hall near the locker room and on the TV (Pinto Mind) news feed in the break room and the app, advertising safety messages and promoting awareness of safety issues.

- **Communicating inform on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency.** As part of new-hire training, LETS distributes safety policies and procedures, including in the LETS Employee Handbook, to all employees LETS provides training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, LETS's Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- **Informing employees of safety actions taken in response to reports submitted through the ESRP:** LETS provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates on the bulletin board, Pinto Mind TV, and one-on-one discussions between employees and supervisors.

## Additional Information:

### Supporting Documentation

*Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this ASP.*

LETS will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

## Definitions of Terms Used in the Safety Plan:

LETS incorporates all of FTA's definitions that are in 49 CFR 673.5 of the Public Transportation Agency Safety Plan regulation.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan, and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5326.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.
- **Event** means any Accident, Incident, or Occurrence.

- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means any real or potential condition that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value of measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of a potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of a hazard.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigations, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means the combination of training and communication of safety information to support the SMS as applied to the transit agency's public transportation plan.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.
- **Safety Risk Management** means the process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of

any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; (5) involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.

- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, and rehabilitating, and replacing transit capital assets to manage their performance, risks, and cost over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

### Commonly Used Acronyms:

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
LETS	Livingston Essential Transportation Services
MDOT	Michigan Department of Transportation
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SEMCOG	Southeast Michigan Council of Governments
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Approval of the EMS Charges for 2021 - Emergency Medical Services**

**WHEREAS,** Livingston County Emergency Medical Services is primarily funded by charges for service; and

**WHEREAS,** the amounts of those charges are set by the board require regular review and updating; and

**WHEREAS,** the EMS Director has conducted a review of the existing charges and has developed a recommendation.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the following recommended Emergency Medical Services charges for service.

<b>BLS (A428)</b>	<b>\$397.54</b>	Medicare Fee Schedule + \$175
<b>BLS-E (A429)</b>	<b>\$531.07</b>	Medicare Fee Schedule + \$175
<b>ALS1 (A426)</b>	<b>\$442.05</b>	Medicare Fee Schedule + \$175
<b>ALS1-E (A427)</b>	<b>\$597.83</b>	Medicare Fee Schedule + \$175
<b>ALS2 (A433)</b>	<b>\$786.99</b>	Medicare Fee Schedule + \$175
<b>SCT (A434)</b>	<b>\$898.26</b>	Medicare Fee Schedule + \$175
<b>Mileage (A425)</b>	<b>\$15.24</b>	Medicare fee Schedule x 2
<b>Rx No Txr (A0998)</b>	<b>\$175.00</b>	New Charge
<b>Wait Time (A0420) 1/2 Hr.</b>	<b>\$100.00</b>	No Change
<b>Bad Check</b>	<b>\$35.00</b>	New Charge
<b>Uninsured Resident Discount</b>	<b>-\$175.00</b>	Medicare Fee schedule

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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](http://www.livgov.com)

## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 09/28/2020  
Re: Resolution Authorizing the EMS Charges for Service

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So this request may seem a bit odd given the financial position of the EMS department because the charges for service I am recommending are actually decrease in the majority of the categories. What I am attempting to do is build consistency in to our billing process and hopefully eliminate the need for future charge approvals.

First I need to explain a bit about how our charges work. The majority (around 75%) of our services provided fall under contractual agreements which set our reimbursement rates no matter how much we charge above that rate. These contracts also define what if any responsibility the patient may have for a portion of these charges. Any amounts above that have to be removed as an adjustment under the contractual agreement. Our rates were set well above what any of our major contracts will cover. Doing this has two impacts: 1 we have a high contractual adjustment rate compared to our charge rate, and 2 it forces those who do not have health insurance with a contracted rate to pay the full amount. Thus we are asking those who can afford the services the least to pay the most.

My recommendation is to set our rates at the currently Medicare fee schedule + \$175 for all of our base rates and at 2x the Medicare fee schedule for all mileage. This gives us consistency in that all of our base rate adjustments should be the same amount regardless of the base rate charged. I recommended the mileage to be set at 2x the Medicare fee schedule to cover the additional charges allowed by BCBS and many other commercial insurance providers.

The last and biggest piece of this for me is approving the uninsured resident discount at the Medicare fee schedule. Because we are partially millage funded we can legally offer a discount to county residents. This ensures that an uninsured resident will not be forced to pay more than a resident with health insurance.

We have added two new charges as well. Much of the industry has started paying for assessment and treatment that does not result in transport. This is an industry trend that is going to continue as EMS plays a bigger role overall care management of patients. While it seems unusual it has been proven to reduce overall health care cost when implemented properly by reducing ER visits and preventing readmissions. Lastly we are requesting to implement a bad check fee which is very standard and self-explanatory.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or [dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com).

## Rate Comparison for 2021

Level of Care	Charge	Allowable	Allowable	Allowable
	2020	Medicare	BCBS	Medicaid
BLS (A428)	\$425.00	\$222.54	\$322.53	\$126.38
BLS-E (A429)	\$525.00	\$356.07	\$469.47	\$126.38
ALS1 (A426)	\$525.00	\$267.05	\$416.38	\$230.26
ALS1-E (A427)	\$650.00	\$422.83	\$598.43	\$230.26
ALS2 (A433)	\$850.00	\$611.99	\$768.48	\$230.26
SCT (A434)	\$950.00	\$723.26	\$908.21	\$0.00
Mileage (A425)	\$14.00	\$7.62	\$13.40	\$3.92
Rx No Txr (A0998)	\$175.00	\$0.00	\$160.00	\$126.38
Wait Time (A0420)	\$100.00	\$0.00	\$100.00	\$36.88
Bad Check	\$35.00	\$0.00	\$0.00	\$0.00

	2020	Change	Proposed 2021	
BLS (A428)	2751	-\$27.46	-\$75,542.46	<b>\$397.54</b> Medicare Fee Schedule + \$175
BLS-E (A429)	2807	\$6.07	\$17,038.49	<b>\$531.07</b> Medicare Fee Schedule + \$175
ALS1 (A426)	1146	-\$82.95	-\$95,060.70	<b>\$442.05</b> Medicare Fee Schedule + \$175
ALS1-E (A427)	6926	-\$52.17	-\$361,329.42	<b>\$597.83</b> Medicare Fee Schedule + \$175
ALS2 (A433)	304	-\$63.01	-\$19,155.04	<b>\$786.99</b> Medicare Fee Schedule + \$175
SCT (A434)	226	-\$51.74	-\$11,693.24	<b>\$898.26</b> Medicare Fee Schedule + \$175
Mileage (A425)	273168	\$1.24	\$338,728.32	<b>\$15.24</b> Medicare fee schedle x2
Rx No Txr (A0998)	0 / 250	\$43,750.00	\$43,750.00	<b>\$175.00</b> New Charge
Wait Time (A0420)	83	\$0.00	\$0.00	<b>\$100.00</b> No Change
Bad Check	0 / 25	\$875.00	\$875.00	<b>\$35.00</b> New Charge
			-\$207,014.05	

Projected Change	Auto	-\$2,070.14	1%
	WC	-\$113.86	0.06%
	Pvt	-\$16,561.12	8%
		-\$18,745.12	
	New \$	\$44,625.00	
		<b>\$25,879.88</b>	

### Uninsured Resident Discount = Medicare fee schedule

-\$118,061.79 charges  
 \$59,030.90 collected  
**-\$59,030.90**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Clinical/Internship contract with Lake Superior State University - Emergency Medical Services**

**WHEREAS,** Lake Superior State University has approached Livingston County EMS wishing to enter into an agreement to allow EMS students to complete their clinical rotations and field internships with LCEMS; and

**WHEREAS,** the clinical rotations and field internships allow EMS students an opportunity to complete their education requirements while developing the skills necessary to become outstanding practitioners in the field of emergency medical services; and

**WHEREAS,** the EMS students will ride along with the ALS crews for their clinical rotation and field Internship experience; and

**WHEREAS,** allows Livingston County EMS to evaluate and recruit future employees from the best students from each class, and

**WHEREAS,** there is no cost for this program.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize Livingston County EMS entering into a Clinical/Internship Contract with Lake Superior State University.

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

# # #

MOVED:  
SECONDED:  
CARRIED:



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](http://www.livgov.com)

## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 11/02/2020  
Re: Resolution Authorizing the contract with Lake Superior State University

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Lake Superior State University has reached out to Livingston County EMS with a proposed contract to allow their EMS students to complete their clinical rotations and field internships with us. These are required practical components of the educational process to become licensed in the EMS field in the state of Michigan.

These agreements give students the opportunity to complete this portion of their education while also gaining valuable operational knowledge in the application of their education in real life situations under the guidance of one of our senior paramedics.

It also gives us the opportunity to interact with students first hand and evaluate them as potential future employees. Recruitment and retention are both reaching critical points in the EMS field. It is through great opportunities like this that we hope to gain an advantage over other EMS services wishing to recruit the same students upon the completion of their education.

It also provides us valuable insight as to what kind of future employee students might be prior to them even applying for a position. We get to see firsthand not only the student's skill and knowledge but their interpersonal communication skills and general work ethic these are things that can be challenging to evaluate in a standard interview process.

There is no direct cost to the department under this contract. They will be placed with our employees who are already scheduled to work and no additional compensation will be paid.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or [dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com).

**Clinical/Internship Contract**  
Agreement Between  
**Lake Superior State University**  
and  
**Livingston County EMS**

This agreement is entered into between **Lake Superior State University**, henceforth known as the *agency*, and **Livingston County EMS**, henceforth known as the *clinical/internship facility*. The purpose of this Agreement is to set forth the terms and conditions under which the *agency* and the *clinical/internship facility* (collectively, the “Parties”) will engage in a program for the clinical/internship education of *agency* EMS students enrolled in the *agency* EMS education program.

**Responsibilities/Rights of the *clinical/internship facility*:**

1. To provide clinical experiences for the students of the *agency* in specific areas identified at the time of student placement. For the purpose of this Agreement, the placement is defined as *clinical/internship facility location*.
2. To provide the clinical/internship experience and assume the following responsibilities:
  - a. To assist the *agency* in supervising the students while on site at the *clinical/internship facility*. (NOTE: Ultimate supervision of the students is the responsibility of the *agency*).
  - b. To cooperate with *the agency* in the planning of the student’s education experience so that the experience may be appropriate in light of *the agency’s* education plan.
  - c. To make available information for educational purposes, such as policies, procedures and clinical/internship reference material available at the *clinical facility*.

Be aware that each student is responsible for the costs of any medical care for any illness or injury that might be sustained while the student is participating in this experience at *the clinical/internship facility*. **Students must maintain health insurance throughout the clinical/internship program.**
3. To terminate a student from continuing his/her clinical/internship experience at *the clinical facility* at their discretion at any time.

**Responsibilities/Rights of *the agency*:**

1. To advise students and instructors, and enforce compliance with, all existing policies, rules and regulations the *clinical facility* including, but not limited to the confidentiality of patient and *clinical facility* records and information.
2. To assign students with preparation in the foundation of the Emergency Medical Services Program and to provide evidence of competency in the skills of the program.
3. To provide evidence of an annual chest x-ray or negative tuberculosis skin test, measles, mumps and rubella vaccination or evidence of rubella titer 1:8 or above, chicken pox vaccination or have had chicken pox, from each student and instructor.
4. To provide the *clinical facility* documentation that each student and instructor has been offered, and have either received or declined, hepatitis B vaccine before participating in this Program.
5. To provide pre-clinical instruction to each student in accordance with standards mutually agreeable to both parties, including all MIOSHA required training, which includes but is not limited to blood borne pathogens, prior to the educational experience and to present for clinical experience at the *clinical facility* only those students who have satisfactorily completed the pre-clinical/pre-internship instructional program.

6. To have full responsibility for the conduct of any student, instructor disciplinary proceedings and conduct the same in accordance with all applicable statutes, rules and regulations and case law.
7. To maintain general public liability coverage for its instructors and students with minimum limits of liability of One Million Dollars (\$1,000,000) per incident and shall furnish the *clinical facility* appropriate certificates of insurance evidencing such continuous coverage before the beginning of the clinical experience.
8. To indemnify and hold harmless the *clinical facility*, its employees and agents from all claims, liability or damages, including reasonable attorney's fees, which the *clinical facility* or its employees or agents may incur as a result of claims or costs of judgments against any of them arising out of acts or omissions of the *agency's* instructors, staff or students while in the performance of their responsibilities under their agreement.
9. To indemnify and hold harmless the *clinical facility*, its employees and agents from all claims, liability or damages, including reasonable attorney's fees, which the *clinical facility* or its employees or agents may incur as a result of claims or costs of judgments against any of them regarding injuries to the *agency's* students arising out of their participation in the classes described under this agreement.
10. The *agency* shall maintain all educational records and reports relating to the educational experience completed by individual students as the *clinical facility*, and the *clinical facility*, shall have responsibility regarding the same. The *clinical facility* shall refer all requests for information of such records to the *agency*. The *agency* agrees to comply with all applicable statutes and regulatory requirements respecting the maintenance of and release of information from such states.
11. The *agency* shall have full responsibility for the conduct of any disciplinary proceedings concerning any student, however, the *clinical facility*, at its sole discretion, may deny the educational experience to any individual.
12. The *agency* agrees, and shall obtain from each student and furnish to the *clinical facility* a written agreement of each student acknowledging, as a condition of being able to participate in the educational experience, that the Student:
  - a. shall comply with all the *clinical facility* rules, regulations, policies and procedures;
  - b. shall comply with all directives of the *clinical facility* regarding conduct;
  - c. shall refrain from touching in any way any patient except at the patient's consent and with the *clinical facility* personnel's authorization;
  - d. shall not be considered an employee of the *clinical/internship facility* for the purpose of this agreement
  - e. shall not disclose information without written authorization by the *clinical facility* regarding any patient's care, including the identity of the patient or the services performed for that patient.
  - f. shall upon request leave an area of the *clinical/internship facility*.

Major responsibilities of the *agency* students, under the direction of the *agency*:

1. To adhere to existing policies and procedures of the *clinical facility*.
2. To report for clinical experiences as assigned or call to report absences.
3. To respect the patient's rights to confidentiality.
4. The *agency* will notify students of 1-3 above.

## GENERAL PROVISIONS

The parties mutually acknowledge and agree as follows:

- A. Students of the *agency* shall not be deemed to be employees of the *clinical/internship facility* for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose, because of their participation in the EMS program. Each student shall be placed with the *clinical/internship facility* to receive clinical/internship experience as a part of his/her academic curriculum. The duties performed by a student shall not be performed as an employee, but in fulfillment of the student's academic requirements. At no time shall students replace or substitute for any employee of the *clinical/internship facility*. The provisions of this section shall not be deemed to prohibit the employment of any such student by the *clinical/internship facility* under a separate employment agreement. The *agency* shall notify each student of the requirements of this paragraph.
- B. In the performance of their respective duties and obligations under this Agreement, each party shall be an independent contractor and neither shall be the employee or servant of the other, and each party shall be responsible for their own conduct subject to the indemnity provisions of this agreement.
- C. Each party shall be responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under the EMS program.
- D. No provision of the Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the *clinical/internship facility* professional staff from designating any patient as a non-teaching patient.
- E. Neither this Agreement nor any part of it shall be assigned by either Party without prior written consent of the other Party.
- F. This Agreement constitutes the entire agreement between the parties, and all prior discussion, Agreements and understandings, whether verbal or in writing, are merged in to this agreement. There may be no amendment of the Agreement, unless the same is in writing and signed to the party to be charged.
- G. This Agreement shall be effective as of the Effective Date and shall continue thereafter until terminated by either party upon 30 days advance written notice of termination, with or without cause.
- H. Students will be placed at the *clinical/internship facility* without cost to the *clinical/internship facility*.

# Field Experience/Internship Institutional Data Form

To be completed by the "clinical/internship facility"

Affiliate Name: Livingston County EMS

Physical Address: 1911 Tooley Rd City: Howell State: MI Zip: 48843

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of on-site liaison: \_\_\_\_\_ Title of on-site liaison: \_\_\_\_\_

Phone number for liaison: \_\_\_\_\_ Email address for liaison: \_\_\_\_\_

Preferred communication method (check all that apply): Email Phone

Do you routinely assign more than one EMS student to an EMS Unit? Yes No

Number of Trauma Calls per year: \_\_\_\_\_

Number of Medical Calls per year: \_\_\_\_\_

Number of Pediatric Calls per year: \_\_\_\_\_

Number of Cardiac Arrest Calls per year: \_\_\_\_\_

Number of Cardiac Calls (non-cardiac arrest): \_\_\_\_\_

Total number of calls per year: \_\_\_\_\_

Average number of shifts by each student: \_\_\_\_\_

Average number of runs per shift for a student: \_\_\_\_\_

Average length of shift by each student: \_\_\_\_\_

The below portion is to be completed by the Program

Distance from Lake Superior State University to Clinical Site: 315 miles

Will this site be used for clinical rotations or internships? Clinical Rotations Internships

When will this contract expire? \_\_\_\_\_

## Signatures

*TYPE AGENCY NAME HERE*

Printed Name & Title: \_\_\_\_\_

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

*Lake Superior State University*

Bryan S. Fuller MA, Paramedic I/C, CCEMT-P

EMS Program Director, Assistant Professor of Emergency Medicine / Paramedics

School of Criminal Justice, Fire Science and EMS

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

*Lake Superior State University*

Dr. Barb Light, PhD,

Dean of the College of Education and Liberal Arts

Interim Dean of the College of Criminal Justice and Emergency Responders

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

*Lake Superior State University*

Dr. Lynn G. Gillette,

Provost & Vice President for Academic Affairs

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing a Clinical Training Affiliation Agreement with Oakland Community College to Provide Clinical Internship Services - Emergency Medical Service**

**WHEREAS,** Oakland Community College has approached Livingston County EMS wishing to enter into an agreement to allow EMS students to complete their clinical rotations and field internships with LCEMS; and

**WHEREAS,** the clinical rotations and field internships allow EMS students an opportunity to complete their education requirements while developing the skills necessary to become outstanding practitioners in the field of emergency medical services; and

**WHEREAS,** the EMS students will ride along with the ALS crews for their clinical rotation and field Internship experience; and

**WHEREAS,** allows Livingston County EMS to evaluate and recruit future employees from the best students from each class; and

**WHEREAS,** there is no cost for this program.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize Livingston County EMS entering into a Training Affiliation Agreement with Oakland Community College after review by legal counsle.

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

# # #

MOVED:  
SECONDED:  
CARRIED:

David Feldpausch  
Director



Amy Chapman  
Deputy Director

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Business (517) 546-6220 \* Fax (517) 546-6788 \* Emergency 911  
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## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 11/27/2020  
Re: Resolution Authorizing the contract with Oakland Community College

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Oakland Community College has reached out to Livingston County EMS with a proposed contract to allow their EMS students to complete their clinical rotations and field internships with us. These are required practical components of the educational process to become licensed in the EMS field in the state of Michigan.

These agreements give students the opportunity to complete this portion of their education while also gaining valuable operational knowledge in the application of their education in real life situations under the guidance of one of our senior paramedics.

It also gives us the opportunity to interact with students first hand and evaluate them as potential future employees. Recruitment and retention are both reaching critical points in the EMS field. It is through great opportunities like this that we hope to gain an advantage over other EMS services wishing to recruit the same students upon the completion of their education.

It also provides us valuable insight as to what kind of future employee students might be prior to them even applying for a position. We get to see firsthand not only the student's skill and knowledge but their interpersonal communication skills and general work ethic these are things that can be challenging to evaluate in a standard interview process.

There is no direct cost to the department under this contract. They will be placed with our employees who are already scheduled to work and no additional compensation will be paid.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or [dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com).



**AFFILIATION AGREEMENT**  
**between**  
**Oakland Community College**  
**and**

---

**Effective \_\_\_\_\_ to \_\_\_\_\_**

This Affiliation Agreement (hereinafter referred to as "Agreement"), is entered into by and between **OAKLAND COMMUNITY COLLEGE** (hereinafter be referred to individually as "**OCC**"), whose address is 2480 Opdyke Road Bloomfield Hills, Michigan 48304-2266, and \_\_\_\_\_, (hereinafter referred to individually as the "**EMS/Health Care Provider**"), whose address is \_\_\_\_\_, (hereinafter each individual party named above shall be referred to collectively as the "Parties").

The parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program for the clinical experience of the students enrolled in OCC's Emergency Medical Technician Program at the **EMS/Health Care Provider**.

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. **Educational Program.** **OCC** shall, in consultation with representatives of the **EMS/Health Care Provider**, plan and administer the educational program for its students at the **EMS/Health Care Provider** and shall assume the following responsibilities:
  - a. **OCC** shall provide the **EMS/Health Care Provider** with at least two week's advance notice of the details of its educational program to the **EMS/Health Care Provider**, including objectives, dates, times, and names of faculty participants, and shall modify this educational program as necessary to accommodate the reasonable requirements of the **EMS/Health Care Provider** related to its patient population, staffing, available equipment and facilities, and patient care responsibilities. Individual student names and information verifying the level of each student's academic preparation shall be provided to the **EMS/Health Care Provider** as far in advance as possible.
  - b. **OCC** agrees to provide principle academic instructions to each student, in accordance with standards mutually agreeable to Oakland Community College and the **EMS/Health Care Provider** and to present for clinical experience at the **EMS/Health Care Provider** only those students who have satisfactorily completed the agreed upon pre-clinical instructional program.
  - c. No provision of this agreement shall prevent the **EMS/Health Care Provider** from refusing to accept any student or faculty member who has previously been discharged for cause as an employee of the **EMS/Health Care Provider**, or who has been removed from or relieved of responsibilities for cause by the **EMS/Health Care Provider**, or who would not be eligible to be employed by the **EMS/Health Care Provider** due to a reasonable cause. If this becomes necessary, the **EMS/Health Care Provider** will advise Oakland Community College the reason for their concern when action is taken.
  - d. **OCC** shall be responsible for the educational aspects of the students' experience at the **EMS Health Care Provider** and shall provide qualified faculty who shall be responsible for the student's educational experience including scheduling, compiling evaluations, conducting conferences, and coordinating rotations at the **EMS/Health Care Provider**. The students will be assigned to shifts designated by the **EMS/Health Care Provider**. No more than one (1) student will be assigned at any time to an area of the **EMS/Health Care Provider** unless permission has been given by the **EMS/Health Care Provider** to do so.

- e. **OCC** shall instruct all of its students and faculty assigned to the **EMS/Health Care Provider** with regard to and shall monitor compliance with all rules, regulations, policies, and procedures of the **EMS/Health Care Provider**, including but not limited to those relating to the confidentiality of patient medical records and **EMS/Health Care Provider** records and information, and to the responsibility and authority of the medical, nursing, and administrative staff of the **EMS/Health Care Provider** over patient care and administration.
  - f. **OCC** shall maintain all educational records and reports relating to the educational program completed by individual students at the **EMS/Health Care Provider**, and the **EMS/Health Care Provider** shall have no responsibility respecting the same other than those agreed upon reports which are necessary to **OCC's** monitoring of student progress. The **EMS/Health Care Provider** shall refer all requests for information respecting such records to **OCC**. **OCC** agrees to comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records. All such records shall be held in confidence by the EMS provider and not disclosed to third parties without the student's prior written consent unless disclosure is required by law.
  - g. If requested by the **EMS/Health Care Provider**, **OCC** shall provide the **EMS/Health Care Provider** with evidence that the student has passed a physical examination (to include a tuberculin skin test within the preceding twelve (12) months) of a scope and within time periods satisfactory to the **EMS/Health Care Provider**, and such evidence shall indicate that at the time of the physical examination, the student was free from contagious diseases as nearly as could be ascertained by such examination. **OCC** will also require evidence that the EMS students have, at a minimum, begun the course of Hepatitis B vaccinations. **OCC** agrees to educate all EMS students in infection control, exposure control, and hazardous material awareness, as required by MIOSHA. The College agrees to maintain medical records with respect to EMS students participating in the program in compliance with federal Blood borne Pathogen Standards as adopted and revised by MIOSHA, and to have specific procedures for the EMS students to follow in the event of an exposure. Oakland Community College will provide EMS students with information regarding specific procedures and care options in the event of a blood borne exposure during their clinical experience. Upon notification by the **EMS/Health Care Provider** of an exposure incident involving an EMS student, the student will be advised to see his/her physician for counseling relative to HIV, HBV exposure and pose exposure care. EMS students are responsible for initial and follow-up care and costs incurred from seeking medical attention. The **EMS/Health Care Provider** may allow the EMS student to follow the policies and procedures established by the **EMS/Health Care Provider** for their own employees, however, costs of treatment and transportation to and from medical facilities are the EMS student's responsibility. **OCC** shall inform each student of the importance of having in force a policy of health insurance to defray the cost of hospital and medical care of any illness or injury that might be sustained while the student is participating in any clinical field work.
  - h. **OCC** shall have full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all established College procedures and any other applicable statutes, rules, regulations, and case law. The EMS provider shall cooperate in any college investigation involving students including, without limitation, student allegations alleging inappropriate conduct by the EMS Provider and its employees and contractors involving students.
  - i. Indemnification - Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of **OCC**, the **EMS Provider/Health Care Provider** or their respective employees and students pursuant to this Agreement.
2. **Patient Care Program:** The **EMS/Health Care Provider** shall plan and administer all aspects of patient care at the **EMS/Health Care Provider** site and shall assume the following responsibilities:

- a. The **EMS/Health Care Provider** shall provide qualified supervision of all patient care activities. The **EMS/Health Care Provider** supervisory personnel may, in an emergency or in certain cases based upon applicable standards of medical care, temporarily relieve a student from a specific assignment or require that a student or faculty member leave the facility pending a final determination of the future status of the student or faculty member by the parties. The **EMS/Health Care Provider** shall submit a detailed written report of any such action to Oakland Community College within three (3) business days (excluding Saturdays, Sundays, and holidays) after its occurrence and the parties shall cooperate in an effort to avoid its recurrence.
  - b. The **EMS/Health Care Provider** shall cooperate with Oakland Community College in the planning and conducting of the student's clinical experience as part of patient care at the **EMS/Health Care Provider** to the end that the student's clinical experience may be appropriate in light of Oakland Community College's educational objectives and state and federal laws and requirements. The **EMS/Health Care Provider** shall also, after consultation with Oakland Community College, designate the departments and determine the maximum number of students to be assigned to a particular unit.
  - c. No provision of this agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the medical staff from designating any patient as a non-teaching patient.
  - d. The **EMS/Health Care Provider** may submit a written request to Oakland Community College for the withdrawal of any student or faculty member from the program at the **EMS/Health Care Provider** for a reasonable cause related to the need for maintaining an acceptable standard of quality patient care, and Oakland Community College shall immediately comply with such request. The written request from the **EMS/Health Care Provider** shall set forth the basis for removal. Notwithstanding the foregoing, OCC and the EMS Provider shall attempt to informally resolve any student concerns prior to a final determination.
  - e. The **EMS/Health Care Provider** shall make available to Emergency Medical Technician students and faculty the use of conference rooms, dressing rooms, and library, as available and as required by the educational program and without charge except for food consumed by participants.
  - f. The **EMS/Health Care Provider** will provide emergency medical care to students and faculty in the EMS program should such care become necessary while students and faculty are on the **EMS/Health Care Provider** premises. Recipients of such care are solely responsible for payment for services rendered.
  - g. The **EMS/Health Care Provider** will agree to promptly notify the College, through the Clinical Coordinator, of any EMS student or faculty exposure incident in order that the College may provide post-exposure evaluation and follow-up.
  - h. The **EMS/Health Care Provider** will provide each student with the appropriate disposable personal protective equipment as identified in the EMS Provider's Exposure Control Plan.
  - i. The **EMS/Health Care Provider** will provide, at no cost, laundry facilities for student clothing in the event a garment is penetrated by blood or other potentially infectious materials during a clinical experience.
  - j. EMS Provider site specific training will be conducted by the **EMS/Health Care Provider** prior to the student being scheduled with the **EMS/Health Care Provider**. Dates and times for this training will be established by the College on a term by term basis.
3. **General Provisions.** The parties mutually acknowledge and agree as follows:
- a. Statutory and common law theories and principles of indemnification, contribution, and equitable

restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of OCC, the EMS Provider or their respective employees and students pursuant to this Agreement.

- b. **OCC** is responsible for maintaining medical records of the students including such documentation as is required for compliance with federal Blood borne Pathogen Standards as adopted and revised by MIOSHA. The **EMS/Health Care Provider** may, upon request and at a time mutually convenient to the parties, audit such portions of the student medical records as are necessary to ensure compliance with federal Blood borne Pathogen Standards as adopted by MIOSHA.
- c. Emergency Medical Technician students and faculty of Oakland Community College shall not be considered agents or employees of the EMS/Health Care Provider for the purposes of compensation, minimum wage laws, income tax withholding, social security or any purpose because of their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the EMS Provider under a separate employment agreement.
- d. It is understood between the parties that **OCC's EMS** students are placed with the **EMS/Health Care Provider** in order to fulfill academic requirements of the College. The parties acknowledge that the duties performed by the EMS students are not performed as employees of the **EMS Provider** but in fulfillment of the academic requirements of the College. It is further understood that the EMS students shall not at any time replace or substitute for any employee of the **EMS/Health Care Provider** nor shall the EMS student perform any of the duties normally performed by an employee of the **EMS/Health Care Provider** except such duties which are a part of their training and performed under clinical supervision.
- e. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to **OCC** and the **EMS/Health Care Provider**, to the end that **OCC** can offer its students beneficial educational experiences and the **EMS/Health Care Provider** can benefit through exposure of its staff to advances in clinical fields by aiding in the growth and development of such professions, and through the potential for recruitment of future employees.
- f. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the **EMS/Health Care Provider** and **OCC**; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent, or guardian of any student, employer or prospective employer of any student.
- g. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct.
- h. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, is hereby merged into this Agreement.
- i. Neither party in the execution of the educational program will discriminate against any person because of said person's race, religion, creed, color, national origin or ancestry, sex, age, height, weight, marital status, sexual orientation, Vietnam era veteran status, disability or handicap; nor will sexual harassment be tolerated in its employment practices and/or educational program or activities. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws which may be applicable to their respective activities under this program.

- j. This agreement may be modified only in writing signed by both parties. Requests for modification shall be submitted to the other party at least thirty (30) days prior to the proposed effective date.
- 4. **Term of Agreement.** This Agreement is effective \_\_\_\_\_ to \_\_\_\_\_. This Agreement may be terminated by either party upon forty-five (45) days written notice of termination; provided, however, that students then receiving instruction in any program shall be given the opportunity to complete the full program during that instructional period.
- 5. **Notice.** Any notice under this Agreement shall be directed to:

**Agency:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**College:** **OAKLAND COMMUNITY COLLEGE**  
 Provost  
 2480 Opdyke Road  
 Bloomfield Hills, MI 48304

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**OAKLAND COMMUNITY COLLEGE**

**EMS/Health Care Provider**

\_\_\_\_\_  
 By: M. By: Jennifer Berne  
 Its: Provost

\_\_\_\_\_  
 By:  
 Its:

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

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing a Clinical Training Affiliation Agreement with Dorsey Emergency Medical Academy to Provide Clinical Internship Services - Emergency Medical Service**

**WHEREAS,** Dorsey Emergency Medical Academy has approached Livingston County EMS wishing to enter into an agreement to allow EMS students to complete their clinical rotations and field internships with LCEMS: and

**WHEREAS,** the clinical rotations and field internships allow EMS students an opportunity to complete their education requirements while developing the skills necessary to become outstanding practitioners in the field of emergency medical services; and

**WHEREAS,** the EMS students will ride along with the ALS crews for their clinical rotation and field Internship experience; and

**WHEREAS,** allows Livingston County EMS to evaluate and recruit future employees from the best students from each class, and

**WHEREAS,** there is no cost for this program.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize Livingston County EMS entering into a Training Affiliation Agreement with Dorsey Emergency Medical Academy after review by leagal counsle.

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

# # #

MOVED:  
SECONDED:  
CARRIED:

## CLINICAL TRAINING AFFILIATION AGREEMENT

This Agreement, effective as of the 24th day of November, 2020, (Livingston County EMS) ("Affiliating Institution"), a Michigan nonprofit corporation; and Dorsey Emergency Medical Academy, hereafter referred to as "DEMA.", a Michigan licensed Educational Institution; Dorsey School of Business, Inc., a Michigan for profit corporation, 31799 John R., Madison Heights, Michigan 48071; DEMA campus locations: 19808 West Rd. Woodhaven, MI 48183, 437 Fern Ave., Jackson, MI 49202, 31779 John R., Madison Heights, MI 48071, 1806 S. Euclid Ave, Bay City, MI 48076, and all future locations.

WHEREAS, the Affiliating Institution is located in Michigan and can provide quality clinical training for students enrolled at DEMA.

WHEREAS, the Educational Institution (DEMA) provides licensed programs and approved curricula in emergency medical service (EMS) professions requiring clinical training in a Affiliating Institution, and

WHEREAS, the parties hereto desire to enter into this Agreement for training of DEMA students at the Affiliating Institution subject to the terms and conditions set forth below;

NOW THEREFORE, it is hereby mutually agreed by and between the parties as follows:

1. Subject to compliance by DEMA of all terms and condition of this Agreement, the Affiliating Institution will permit DEMA to use Affiliating Institution's clinical facilities for the clinical training of DEMA students.
2. DEMA shall comply and shall cause its students to comply with the Affiliating Institution's Policies and Procedures for Student Clinical Affiliations including all applicable statutes, rules and regulations respecting the maintenance of and release of information from patient records, including HIPAA laws and regulations, The Federal False Claims Act 31 U.S.C. §§ 3729-3733 (As Amended May 2009), and the Red Flag Program Clarification Act of 2010. The Affiliating Institution shall provide DEMA with a copy of the Affiliating Institution's Policies and Procedures for Student Clinical Affiliations for distribution and explanation to students.
3. The Affiliating Institution will provide DEMA with copies of its rules, regulations, and policies within a reasonable time before each rotation of the clinical training program begins. Further, the Affiliating Institution will provide DEMA reasonable notice of any changes in its rules, regulations, or policies.

4. Affiliating Institution will orient students to the appropriate rules, policies, regulations and procedures of the Affiliating Institution, and will provide written copies if available.
5. The Affiliating Institution will accept qualified students without regard to race, sex, gender, age, national origin or handicap.
6. DEMA will orient Affiliating Institution's student preceptors to the Clinical Preceptor Report, utilizing a written orientation.
7. The Affiliating Institution's student preceptors will complete a new Clinical Preceptor Report each day for each student contact. New Clinical Preceptor Reports will be supplied daily by DEMA
8. DEMA and the Affiliating Institution will identify the number and scheduling of the students to be placed with the Affiliating Institution.
9. DEMA will notify Affiliating Institution in writing of names of students assigned to Affiliating Institution, at least 7 days before the clinical experience begins.
10. Affiliating Institution will notify DEMA in writing of inability to accept a student at least 5 days before the clinical experience begins.
11. DEMA will provide clinical training only to those students who have satisfactorily completed the prerequisite didactic and relevant practical skills portions of DEMA' curriculum.
12. DEMA students will wear a photo ID badge at all times, identifying them as DEMA students, as well as the specific training program they are participating in.
13. Affiliating Institution will supervise at all times all activities of the student while on the premises of the Affiliating Institution, including attendance for the entire duration of the scheduled work shift.
14. Affiliating Institution will allow students to perform only those tasks which are commensurate with their level of education and experience, and appropriate for the safety and welfare of patients, clients, students, and employees of the Affiliating Institution.
15. This affiliation agreement shall remain in effect and valid for two (2) years commencing as of the day and date previously set forth above. The agreement will automatically renew, unless terminated by one or both parties. The agreement may be



terminated by either party on 30-day advance written notice of termination. The agreement may be terminated by Affiliating Institution immediately if in Affiliating Institution's sole judgment DEMA or its students fail to comply with Affiliating Institution's Policies and Procedures for Student Clinical Affiliations.

#### 16. Indemnification.

A. DEMA shall indemnify, defend, and hold harmless Affiliating Institution and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damage, claim, cost or expense including reasonable attorney's fees and other reasonable expenses of litigation resulting from (a) any conduct, act or omission of DEMA, its faculty, representatives, agents, employees or students, to the extent Affiliating Institution is not insured or otherwise indemnified for the same, or (b) the nonperformance or breach of any provision of this Agreement by DEMA, its faculty, representatives, agents, employees or students. However, this indemnification shall not apply to the extent any loss, damage, liability, cost or expense results from the primary conduct, act, omission or negligence of Affiliating Institution and/or any of its officers, agents, employees, assigns or successors in interest.

B. Affiliating Institution shall indemnify, defend, and hold harmless DEMA and its officers, agents, employees, assigns and successors in interest from and against any and all liability, damage, claim, cost or expense including reasonable attorney's fees and other reasonable expenses of litigation resulting from (a) any conduct, act or omission of Affiliating Institution, its representatives, agents, or employees or students, to the extent DEMA is not insured or otherwise indemnified for the same, or (b) the nonperformance or breach of any provision of this Agreement by Affiliating Institution, its representatives, agents, or employees. However, this indemnification shall not apply to the extent any loss, damage, liability, cost or expense results from the primary conduct, act, omission or negligence of DEMA and/or any of its officers, agents, employees, assigns or successors in interest.

C. The party seeking indemnification shall (a) allow the indemnifying party and/or its insurer to assume direction and control of the defense of any action, suit, or proceeding, if they elect to do so, including the right to select or approve defense counsel (b) allow the indemnifying party and/or its insurer the right to settle such actions, suits, or proceeding at the sole discretion and expense of the indemnifying party or its insurer, and (c) cooperate fully with the indemnifying party and its insurer in defending against and settling such actions, suits, or proceedings.

17. DEMA agrees to procure and maintain or cause to be procured and maintained for not less than the duration of this Agreement at least the following types and amounts

of insurance for claims which may arise from or in connection with this Agreement, including the training of DEMA's students at Affiliating Institution:

A. Workers' Compensation Insurance and Employers Liability Insurance with limit of not less than \$1,000,000 per accident or disease; and

B. Commercial General Liability Insurance it and each of its students assigned to the Affiliating Institution, and Professional Liability Insurance, it and each of its instructors assigned to the Affiliating Institution with limits of not less than \$1,000,000 per occurrence and in the aggregate, endorsed to name Affiliating Institution as an additional insured. If Professional Liability Insurance is on a "claims-made" basis, then DEMA agrees to procure and maintain so-called "extended reporting" or "tail coverage" for a period of (x) two years after the termination of this Agreement and (y) the applicable statute of limitations for professional liability claims in the State of Michigan, whichever period is longer.

C. All self-insured retentions or deductibles will be the DEMA's sole responsibility. The above Commercial General Liability insurance policy and any replacements thereof, shall be endorsed to name Affiliating Institution as an additional insured. Evidence of the above insurance policies shall be provided to Affiliating Institution within 5 days of execution of this Agreement and on a continuous basis on a standard insurance form certificate, providing not less than 30 days' notice of cancellation, non-renewal or material alteration.

18. DEMA is responsible for the education of its students, including development and implementation of its curriculum. Subject to proper coordination with the Affiliating Institution's personnel, DEMA shall prepare and implement a comprehensive plan for the clinical education of its students.

19. Affiliating Institution or DEMA may withdraw any student from the program at any time if the qualifications, performance, or actions of such individuals is unsatisfactory or if an individual is disruptive or otherwise interferes with desirable work relationships within the Affiliating Institution. If, in the opinion of the Affiliating Institution or its agents, the health of the student may be detrimental to the health of the Affiliating Institution's patients or employees, the Affiliating Institution may remove that student. The above actions may be exercised summarily and without recourse.

20. The Affiliating Institution shall not be liable for any loss of or damage to the personal property of the faculty members or students while on the premises.

21. The Affiliating Institution shall retain overall responsibility for the care, treatment and safety of its patients and shall control the number of students permitted to participate under this Agreement. Affiliating Institution and DEMA will comply with all applicable statues, rules and regulations respecting the maintenance of and release of information from such records, including HIPAA laws and regulations.

22. DEMA shall maintain all educational records and reports relating to the educational program at the Affiliating Institution. DEMA agrees to comply with all applicable statues, rules and regulations respecting the maintenance of and release of information from such records.

23. In the performance of their respective duties and obligations under this Agreement, the students are independent contractors, and shall in no way be considered to be servants, agents or employees of the Affiliating Institution, nor shall they be entitled to any fringe benefits, Worker's Compensation, or any other rights that may be offered to Affiliating Institution employees. Affiliating Institution shall not utilize students for staffing purposes.

24. DEMA shall obtain prior to the clinical experience, and maintain on file each student's proof of negative criminal background check, negative TB test or chest x-ray results, and current hepatitis B immunization or declination form. DEMA shall provide on request of Affiliating Institution, a copy of the student's health form, including documentation of hepatitis B vaccination or declination.

25. The Affiliating Institution will assign a staff person to be a Clinical Educator, to be the primary liaison to the Managing Director at DEMA

26. DEMA will assign a faculty person to periodically monitor student performance by visiting the Affiliating Institution and/or monitoring student performance by phone.

27. The laws of the State of Michigan govern this agreement.

28. DEMA cannot assign this Agreement without the consent of Affiliating Institution, which consent can be withheld at Affiliating Institution's sole discretion. Affiliating Institution can assign this Agreement with prior written notice to DEMA

29. The Affiliating Institution agrees to provide general first aid arising from incident resulting from the Clinical Assignment, until student seeks own health care, at the cost customarily charged to the general public for such services. Students are responsible for any bills generated from illness or injuries resulting from the Clinical Assignment.

30. This Agreement constitutes the entire agreement of the parties. All prior arrangements of the parties, oral or written, are merged herein and shall be of not force and effect. This Agreement may not be modified, changed or amended except by an agreement signed by both the Affiliating Institution and DEMA

31. No provision of this Agreement will prevent any patient from requesting not to be a teaching patient or prevent the Affiliating Institution staff from designating any patient as a non-teaching patient.

32. The Affiliating Institution will cooperate with DEMA in the planning and the conduct of the students' clinical experiences, to the end that the students' clinical experiences may be appropriate in light of DEMA's experiential objectives.

33. The Affiliating Institution will provide appropriate clinical facilities and equipment for student experiences appropriate to their training program.

34. No provision of this Agreement will prevent the Affiliating Institution from refusing to accept any student or faculty member who has previously been discharged for cause as an employee of Affiliating Institution, who has been removed from or relieved of responsibilities for cause by Affiliating Institution, or would not be eligible to be employed by Affiliating Institution. The Affiliating Institution will notify DEMA in writing of its refusal to accept a student or faculty member and the basis therefore.

35. The Affiliating Institution may submit a written request to DEMA for the withdrawal of any student or faculty member from the program for a reasonable cause related to the need for maintaining an acceptable standard of patient care, and DEMA will immediately comply with such request. The written request from the Affiliating Institution will set forth the basis for the removal.

36. In the event that DEMA does not agree with the Affiliating Institution's refusal to accept a student or faculty member or request for withdrawal of a student or faculty member, it will promptly (in any event, not later than five (5) working days after the receipt of the written notice or request from the Affiliating Institution) provide the Affiliating Institution with a written statement setting forth the basis for any such arrangement.

37. The Affiliating Institution will hold DEMA harmless from an adjudicated liability stemming from DEMA's compliance with the Affiliating Institution's refusal to accept a student or faculty member or request for withdrawal of a student.

38. The Affiliating Institution will make available to students and faculty the use of its cafeteria, conference/ class rooms, dressing rooms, and library as available and as required by the educational program and without charge except for food consumed by the students and faculty members.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

“(Livingston County EMS)”

By: \_\_\_\_\_

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

"Dorsey Emergency Medical Academy"



**Kenneth Hamilton**  
Program Director/ Paramedic IC

Date:10/30/2020

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](http://www.livgov.com)

## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 11/25/2020  
Re: Resolution Authorizing the contract with Dorsey Emergency Medical Academy

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Dorsey Emergency Medical Academy has reached out to Livingston County EMS with a proposed contract to allow their EMS students to complete their clinical rotations and field internships with us. These are required practical components of the educational process to become licensed in the EMS field in the state of Michigan.

These agreements give students the opportunity to complete this portion of their education while also gaining valuable operational knowledge in the application of their education in real life situations under the guidance of one of our senior paramedics.

It also gives us the opportunity to interact with students first hand and evaluate them as potential future employees. Recruitment and retention are both reaching critical points in the EMS field. It is through great opportunities like this that we hope to gain an advantage over other EMS services wishing to recruit the same students upon the completion of their education.

It also provides us valuable insight as to what kind of future employee students might be prior to them even applying for a position. We get to see firsthand not only the student's skill and knowledge but their interpersonal communication skills and general work ethic these are things that can be challenging to evaluate in a standard interview process.

There is no direct cost to the department under this contract. They will be placed with our employees who are already scheduled to work and no additional compensation will be paid.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or [dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com).

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

**Resolution Authorizing Holiday Pay For Regular Part-Time Livingston County Medical Examiner Investigators - Emergency Medical Services**

**WHEREAS,** Regular Part Time Medical Examiner Investigators are an important part of the Livingston County Public workforce and as such are considered by Livingston County as essential public service personnel; and

**WHEREAS,** The Medical Examiner’s Office/Medical Examiner Investigators are required to maintain a 24 hour/7 day a week - 365 day a year operation, which includes weekends and holidays, to investigate and assist the Medical Examiner / Pathologist in attempting to determine the cause and manner of a death that occurs under their jurisdiction per Michigan law; and

**WHEREAS,** Medical Examiner Investigators respond to investigate reports of death that occur under the Medical Examiner’s jurisdiction at various types of locations, various times of the day and night, various weather conditions, at times involve hazardous conditions and infectious diseases and often must transport decedents for examination by a Pathologist; and,

**WHEREAS,** It is recommended that on County-recognized holidays Medical Examiner Investigators be paid one (1) additional hour of pay at the straight time rate for every hour worked during a County recognized holiday.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves this Resolution to pay regular part-time Medical Examiner Investigators one (1) additional hour of pay at the straight time hourly rate for every hour worked on a County-recognized holiday.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

Support itemization for MEI Holiday Pay

- Livingston County Medical Examiner Investigators (MEI) / Medicolegal Death Investigators (MDI) are classified as regular part-time (21 hours or less) employees of Livingston County (LC).
- Livingston County Medical Examiner Investigators / Medicolegal Death Investigators are required to be on-call and / or work 24 hours /7 days a week, 365 days a year to include weekends and holidays. This is the same requirement as the Livingston County Sheriff Department (LCSD) Deputies, Livingston County EMS employees (Full time and Part time) and Livingston County 911 Dispatchers.
- The MEI on-call shifts consist of 8 hours. There are 90 shifts (30 day month) and 93 shifts (31 day month) and a total of 1,095 shifts per year.
- LC MEI/MDI work as essential first responder public employees and respond to the scene of a death for an investigation. Livingston County EMS most of the time responds to the scene as does LCSD Deputies and/or other law enforcement (but not always). Thus, at times the MEI/MDI is responsible for the investigation of the death.

EMS responds if medical attention is needed and/or to pronounce the decedent if a Registered Nurse with authority, a Physician Assistant or a Doctor is not present.

Law enforcement (if they respond) investigates the death scene to determine if a crime has been committed. i.e.: City of Howell Police Department does not respond to the hospital for a death reported to the MEI even if the death is an emergency room patient recently brought to the hospital unless specifically requested by the MEI due to suspicious circumstances.

The MEI investigates the scene and the decedent to assist the Medical Examiner/Pathologist in attempting to determine the cause and manner of death. When required, the MEI will transport decedent to the morgue for examination by the Medical Examiner/Pathologist.

- LC MEI/MDI work at a death scene in conjunction with law enforcement, fire departments. EMS and other health and safety officials as needed.

Fire departments respond to mitigate a hazard, to assist with medical if needed and at times to assist in removing decedent due to size, location, etc. (i.e.: fatal fire, auto extrication, weight of decedent, etc).

The MEI when required works in conjunction with FAA investigators (plane fatalities), MIOSHA investigators (work related deaths) and others.



- Since April 2020 with the COVID-19 pandemic, the LC MEI/MDI is responsible for entry and investigation into a COVID-19 facility (if needed/required) without law enforcement to investigate a death.

The LCSD will not respond to a COVID-19 facility unless suspicious circumstances exist.

The LCSD has directed their officers that if they respond to a non-extended care facility (residence, building, etc.), the Deputy will await the LC MEI and the MEI will enter to investigate the scene and coordinate with the LE officer. The MEI will provide copies of photos (if requested) and will provide information learned by the MEI. If suspicious circumstances exist, then a Detective from the LCSD will be contacted to respond. Thus, the MEI is the person entering alone for the initial investigation.

The other law enforcement departments within the County vary as to response; however response to COVID-19 facilities/Extended care facilities are basically the same in that law enforcement do not respond unless the MEI feels the cause and manner of death may be suspicious.

Brighton City Police Department will not respond to a COVID-19 facility or an extended care facility unless there are suspicious or extenuating circumstances. Brighton Police Department will respond to other death scenes but only one officer will enter and all efforts will be coordinated with the MEI.

- Livingston County MEI/MDI employees must become certified upon five years of LC MEI employment with the ABMDI (American Board of Medicolegal Death Investigators) as a Diplomat status. This is an extensive certification and testing process that can take up to 18 months to complete. The Certification and process are recognized and approved by the FSAB (Forensic Specialities Accreditation Board).
- Livingston County Sheriff Department deputies receive time and one half of their regular pay plus eight hours (8) of regular pay for working a holiday so long as they work at least eight (8) hours of their shift.
- Livingston County 911 Central dispatchers receive eight (8) hours of regular hourly pay plus 1-1/2 hours of pay for hours they work on a holiday. They receive eight hours of pay if they do not work the holiday.
- Livingston County EMS Paramedics/EMTs receive one hour of additional regular pay for every hour worked (double pay) for working a holiday. This pay is received providing that they work the scheduled shift before and the scheduled shift after the holiday.

Support itemization for MEI Holiday Pay

- On January 2, 2018, the Livingston County Board of Commissioners passed Livingston County Resolution #2018-01-004 approving holiday pay for Irregular Part-Time Paramedics-EMS Employees. The Resolution provides that the Irregular Part Time EMS employees receive the same holiday pay as the regular Union EMS employees. This resolution was passed 9-0-0. A copy of the resolution is attached.
- Livingston County MEIs since the inception have been dedicated and available even on holidays and have responded leaving their families during holiday celebrations. A one page listing of Holidays worked by MEIs and the number of cases for each holiday listed by years from 2016 to the present date (November 8, 2020) is attached.
- The Livingston County MEIs are requesting to receive the same holiday pay benefit for actual investigation hours worked by a MEI for Livingston County designated holidays as the Livingston County Board of Commissioners Resolution #2018-01-004 listed above for the Irregular Part-time EMS employees. This same consideration is being requested due to going to death scenes and dealing with the possible COVID-19 incidents.
- Please see the Medical Examiner Office – Background document if further is required as support.

RESOLUTION

NO: 2018-01-004

LIVINGSTON COUNTY

DATE: January 2, 2018

**RESOLUTION APPROVING HOLIDAY PAY FOR IRREGULAR PART-TIME PARAMEDICS-EMS/PERSONNEL/FINANCE/FULL BOARD**

**WHEREAS,** Irregular Part Time Paramedics are an important part of the EMS workforce; and

**WHEREAS,** EMS is required by law to maintain a 24/7 - 365 day a year operation; and

**WHEREAS,** EMS has historically paid its non-union contingent workforce holiday pay when they work a holiday; and,

**WHEREAS,** EMS is recommending to continue that practice by paying one (1) additional hour of pay at the straight time rate for every hour worked during a County recognized holiday for irregular part-time employees; and

**WHEREAS,** this is the same pay rate for EMS full-time Paramedics.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves this Resolution to pay irregular part-time Paramedics one (1) additional hour of pay at the straight time hourly rate for every hour worked on a County-recognized holiday.

# # #

MOVED: Commissioner Green  
SECONDED: Commissioner Griffith  
CARRIED: 9-0-0

Medical Examiner Calls on Livingston County Holidays for the years 2016 thru November 8, 2020

In 2016 there were Four (4) Medical Examiner Investigators for Livingston County. There are currently Nine (9) Medical Examiner Investigators for Livingston County. These investigators cover 1,095 shifts for a 365 calendar year.

Total Death Investigations	2016 - #319	2017 - #324	2018 - #293	2019 - #326	2020 - #417	2020 - #417 As of 11-08-2020	Date 2020
Holiday	Date 2016	2017 # of Holiday calls	2018 # of Holiday calls	Date 2018	2019 # of Holiday calls	Date 2019	2020 # of Holiday calls
New Year	1-1 Friday	1		1-1 Monday	3	1-1 Tuesday	2
MLK	1-18 Monday	2		1-15 Monday	4	1-21 Monday	1
President Day	2-15 Monday		1	2-19 Monday	1	2-18 Monday	3
Memorial Day	5-30 Monday		1	5-28 Monday	1	5-27 Monday	4
4 <sup>th</sup> of July	7-4 Monday		1	7-4 Wednesday		7-4 Thursday	2
Labor Day	9-5 Monday		1	9-3 Monday	2	9-2 Monday	
Columbus Day	10-10 Monday	1	2	10-8 Monday	1	10-14 Monday	1
Veterans Day	11-11 Friday	1		11-11 Sunday	2	11-11 Monday	
Thanksgiving	11-24 Thursday			11-22 Thursday	1	11-28 Thursday	
Day after Thanksgiving	11-25 Friday	2	1	11-23 Friday		11-29 Friday	
Christmas Eve	12-24 Saturday	1	2	12-24 Monday	2	12-24 Tuesday	
Christmas	12-25 Sunday	2		12-25 Tuesday	1	12-25 Wednesday	
New Year's Eve	12-31 Saturday	2	1	12-31 Monday	1	12-31 Tuesday	
# of Holiday Deaths		12	10		19		13
							As of Nov, 8, 2020

David Feldpausch  
Director



Amy Chapman  
Operations Manager

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## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 11/16/2020  
Re: Resolution Authorizing Holiday pay for the MEI's

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This is an issue that I have been aware of for some time but with all of the uncertainty in this year I chose not to address it. In hind sight I should have requested it in our budget process. I have been very hesitant to make any changes that adversely impact finances and more importantly those of the general fund since for most of the year funding for 2021 was a huge unknown. We also had to add about \$40,000 to the ME budget to offset the additional expenses for 2020. I would likely not be addressing it today if not for the efforts of MEI Ed Moore who did all of the background work and drafted this resolution.

That being said I do absolutely support this resolution and the great work that these employees do for the county. The attachments show that they routinely (about 12 times a year) do get called out on Holidays and provide an essential service to the county. I believe that their dedicated service is more than deserving of the additional pay when called in to service on a recognized holiday.

The additional compensation is not so significant that I believe any budget changes are necessary at this time. I would expect that the impact on the annual payroll to be less than \$3,000.00 based on historical data.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or [dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com).

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Approving the Reorganization of the Emergency Medical Services Department – Emergency Medical Services**

**WHEREAS,** the EMS Director has evaluated the organizational structure of the EMS Department and wishes to make changes to that structure; and

**WHEREAS,** the EMS Department has an increased need for a Billing Specialist and a decreased need for an Administrative Specialist; and

**WHEREAS,** the Administrative Specialist and the Billing Specialist positions have previously been evaluated by Municipal Consulting Services, LLC., who classified the positions at Grade 5 and Grade 4, respectively; and

**WHEREAS,** the intent of the EMS Director is to reduce the existing full time Administrative Specialist position to part time and to add an additional part time Billing Specialist.

**WHEREAS,** the proposed changes to the organizational structure will not impact the FTE of the department and result in a decrease in the budgeted expenses of the department.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the reorganization of the Emergency Medical Services Department changing the current full time Administrative Specialist position to part time, and adding a part time Billing Specialist position as described in the position control chart below.

<b>CURRENT</b>		
<b>Position #</b>	<b>Description</b>	<b>Grade</b>
27500107	Administrative Specialist (full time)	5

<b>PROPOSED</b>		
<b>Position #</b>	<b>Description</b>	<b>Grade</b>
27500107	Administrative Specialist (PT 20 Hrs)	5
27500118	Billing Specialist (PT 20 Hrs)	4

# # #

**MOVED:  
SECONDED:  
CARRIED:**

David Feldpausch  
Director



Amy Chapman  
Operations Manager

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Business (517) 546-6220 \* Fax (517) 546-6788 \* Emergency 911  
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## Memorandum

To: Livingston County Board of Commissioners  
Fr: David Feldpausch, EMS Director  
Date: 11/17/2020  
Re: Resolution Authorizing the restructuring of the EMS Department

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We have been working diligently on the internal process in our billing department and we have accomplished a great deal already this year. The one issue that we cannot seem to get past is keeping pace with our work load. During slow period of COVID our billers made huge progress and our days to bill have dropped from around 70 to around 10. I have been tracking our progress daily since May and while we make an occasional gain we lose ground with every lost hour of work. With every vacation, sick, personal, or holiday we lose ground and the back log of calls needing to be billed grows again.

We simply cannot continue on this trend it is a constant roller coaster ride and creates unnecessary stress for staff. Looking back our previous Finance Manager actually billed out a lot of calls (the most in the department) primarily when things were backlogged. With the elimination of that position earlier this year we simply do not have the staff to keep current with the run volume now back to near normal levels.

On that same note we can ill afford any additional indirect labor expense so the best solution we have is to reduce our Administrative Specialist position to part time and hire a Billing specialist part time. We are in the process of converting back to a proven scheduling software application that will eliminate a significant portion of the payroll work done by the Administrative Specialist. We are also looking at solutions to accomplish other tasks performed by the Administrative Specialist using better technology and current staff with improved efficiency.

It is a difficult decision to reduce an existing position from full time to part time but one that I feel is absolutely necessary to get us on the path we need to take for the future of Livingston County EMS. This change will get us the additional hours we need in the billing department with minimal impact on the rest of the operation. It will save money in that, a billing specialist is salary step 4 and the Administrative Specialist is step 5, along with the reduce cost of benefits.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or [dfeldpausch@livgov.com](mailto:dfeldpausch@livgov.com).