FINANCE COMMITTEE
AGENDA

August 15, 2018

7:30 AM

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

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES 3

Meeting minutes dated: July 25, 2018

4. TABLED ITEMS FROM PREVIOUS MEETINGS

5. APPROVAL OF AGENDA

6. CALL TO THE PUBLIC

7. REPORTS

7.1 Drug Testing

Barbara Hankey, Oakland County Community Corrections Manager &President of the Michigan Association of Drug Treatment Professionals

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Resolution to Authorize Agreement for Delivery of Comprehensive Health Services for the Period of October 1, 2018 through September 30, 2019

8.6 Administration 39

Resolution Approving the Creation of the Public Defender Administrator Position

9. ANNUAL REPORTS

9.1 Information Technology Annual Report

10. CLAIMS

Miscellaneous Claims Dated: August 15, 2018

11. PREAUTHORIZED

Computer Print-out Dated: July 26 through August 15, 2018

12. CALL TO THE PUBLIC

13. ADJOURNMENT

FINANCE COMMITTEE
MEETING MINUTES

July 25, 2018
7:30 a.m.
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present:
D. Helzerman, W. Green, D. Domas, D. Parker, R. Bezotte, D. Dolan, and G. Childs

Members Absent: C. Griffith, K. Lawrence

1. CALL MEETING TO ORDER

The meeting was called to order by Comm. Doug Helzerman at 7:31 a.m.

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: July 11, 2018

Motion to approve the minutes as presented.

Moved by: D. Domas
Seconded by: W. Green

Yes (7): W. Green , D. Domas, D. Helzerman, D. Parker, R. Bezotte, D. Dolan , and G. Childs

Absent (2): C. Griffith, and K. Lawrence

Motion Carried (7-0-2)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: R. Bezotte
Seconded by: G. Childs

Yes (7): W. Green , D. Domas, D. Helzerman, D. Parker, R. Bezotte, D. Dolan , and G. Childs

Absent (2): C. Griffith, and K. Lawrence

Motion Carried (7-0-2)

6. CALL TO THE PUBLIC

Cindy Catanach conveyed that the County received the Government Finance Officers Association distinguished budget award.

Commissioner Parker presented Roberta Bennett with a 27-year service award and commented on her upcoming retirement.

7. REPORTS

7.1 Department of Health & Human Services

Forensic Fluids

Rhonda Haines from Forensic Fluids Labs spoke regarding the DHHS Drug Testing Contract. Also, Bridget Lemberg, owner and toxicologist, explained their testing process. Handouts provided to the Board. Discussion.

Commissioner G. Childs left at 8:53 a.m.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Juvenile Court

Resolution Authorizing Submission of the 2018/2019 Child Care Fund Budget to the State of Michigan

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte
Seconded by: G. Childs

Roberta Sacharski, Court Administrator, and Jennifer Tate, DHS, spoke regarding the budget numbers. Discussion.

Yes (6): W. Green, D. Domas, D. Helzerman, D. Parker, R. Bezotte, and D. Dolan

Absent (3): C. Griffith, K. Lawrence, and G. Childs

Motion Carried (6-0-3)

8.2 Emergency Management

Resolution Authorizing the Acceptance and Signing of the 2019 Emergency Management Performance Grant

Recommend Motion to the Board of Commissioners.

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

Theresa Cremonte spoke. Discussion.

Yes (6): W. Green, D. Domas, D. Helzerman, D. Parker, R. Bezotte, and D. Dolan

Absent (3): C. Griffith, G. Childs and K. Lawrence

Motion Carried (6-0-3)

8.3 Human Resources

Resolution to Adopt a Board of Commissioners' Policy on Separation Agreements and Letters of Understanding

Recommend Motion to the Board of Commissioners.

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

Discussion. Commissioners have requested that this Resolution not be added to the Consent Agenda next Monday evening, if passed.

Yes (5): W. Green, D. Helzerman, D. Parker, R. Bezotte, and D. Dolan

No (1): D. Domas

Absent (3): C. Griffith, K. Lawrence, and G. Childs

Motion Carried (5-1-3)

8.4 Administration

Resolution to Authorize the Reorganization of the County Administration Department

Recommend Motion to the Board of Commissioners.

Moved by: D. Parker
Seconded by: D. Dolan

Discussion. Commissioners have requested that this Resolution not be added to the Consent Agenda next Monday evening, if passed.

Yes (6): W. Green , D. Domas, D. Helzerman, D. Parker, R. Bezotte, and D. Dolan

Absent (3): C. Griffith, K. Lawrence, and G. Childs

Motion Carried (6-0-3)

8.5 Administration

Resolution to Authorize a Second Quarter Supplemental Appropriation to the Fiscal-Year 2018 Budget

Recommend Motion to the Board of Commissioners.

Cindy Catanach spoke. Discussion.

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

Yes (6): W. Green, D. Domas, D. Helzerman, D. Parker, R. Bezotte, and D. Dolan

Absent (3): C. Griffith, K. Lawrence, and G. Childs

Motion Carried (6-0-3)

Commissioner Parker left at 10:06 a.m.

9. ANNUAL REPORTS

9.1 Planning Department Annual Report

Introduction by Bill Anderson. Kathleen Kline-Hudson, Director, Rob Stanford, Principal Planner, and Scott Barb, Principal Planner all spoke.

9.2 Register of Deeds Annual Report

Brandon Denby, Register of Deeds County Clerk, presented his report.

10. CLAIMS

Miscellaneous Claims Dated: July 25, 2018

Recommend Motion to the Board of Commissioners.

Moved by: B. Bezotte
Seconded by: D. Dolan

Yes (5): W. Green , D. Domas, D. Helzerman, R. Bezotte, and D. Dolan

Absent (4): C. Griffith, K. Lawrence, D. Parker, and G. Childs

Motion Carried (5-0-4)

11. PREAUTHORIZED

Computer Print-out Dated: July 12 through July 25, 2018

Recommend Motion to the Board of Commissioners.

Moved by: W. Green
Seconded by: D. Dolan

Yes (5): W. Green , D. Domas, D. Helzerman, R. Bezotte, and D. Dolan

Absent (4): C. Griffith, K. Lawrence, D. Parker, and G. Childs

Motion Carried (5-0-4)

12. CALL TO THE PUBLIC

None.

13. ADJOURNMENT

Motion to adjourn the meeting at 10:49 a.m.

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

Yes (5): W. Green , D. Domas, D. Helzerman, R. Bezotte, and D. Dolan

Absent (4): C. Griffith, K. Lawrence, D. Parker, and G. Childs

Motion Carried (5-0-4)

Respectfully submitted by,

_____

Amy L. Kostesich, Deputy Court Clerk

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution Authorizing a Three-Month Extension of the Public Defender Contracts – Circuit Court

WHEREAS, Livingston County Circuit Court has contracted privately for Legal Counsel for indigent criminal defendants; and

WHEREAS, the 44th Circuit Court intends to extend the contracts with the following attorneys to provide services to all indigent felony defendants:

JAMES BUTTREY	**WILCOX LAW, PLC**
MARK L. SCHARRER	**THE SIZEMORE LAW OFFICE**
STEVEN M. DODGE	**GENTRY-NALLEY, PLLC**
MITCHELL PERRAULT	

See attached chart for individual contract amounts and per case cost.

WHEREAS, a sixth-month extension was approved in Resolution 2017-11-189 on November 20th, 2018 to extend the contracts until June 2018. A three-month extension was approved in Resolution 2018-06-110 on June 18th, 2018 to extend the contracts until September 2018; and

WHEREAS, the current contracts will expire on September 30th, 2018 and there are no more options to extend; and,

WHEREAS, the Court requests an extension of the public defender contracts listed above for an additional three months until December 31st, 2018, with the ability to terminate the contracts at any time with a 30-day notice; and

WHEREAS, the monies for these contracts are appropriated in the 2018 Court Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the extension of the public defender contracts with James Buttrey; Wilcox Law, PLC; Mark L. Scharrer; Steven M. Dodge; Gentry-Nalley, PLLC; Mitchell Perrault; and the Sizemore Law Office until December 31st, 2018.

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:

2018
FELONY DEFENDER CONTRACTS

10113100 819000

	James Buttrey	Steven M. Dodge	Gentry-Nalley, PLLC	Mitchell Perrault	Mark L. Scharrer	Sizemore Law Office	Wilcox Law, PLC
Number of cases per YEAR	400	30	75	25	75	20	70
Per CASE cost	$808.00	$685.00	$710.00	$700.00	$700.00	$700.00	$730.00
Per MONTH cost	$26,933.33	$1,712.50	$4,437.50	$1,458.33	$4,375.00	$1,166.66	$4,258.33
Per YEAR cost	$323,200.00	$20,550.00	$53,250.00	$17,500.00	$52,500.00	$14,000.00	$51,100.00

LIVINGSTON COUNTY, MICHIGAN
44TH CIRCUIT COURT

204 S. Highlander Way, Suite 3
Phone (517) 540-7814 **Fax** (517) 546-3731

Memorandum

To: **Livingston County Board of Commissioners**

From: **Roberta Sacharski, Circuit & Probate Court Administrator**

Date: **July 31st, 2018**

Re: **Resolution Authorizing a Three-Month Extension of the Public Defender Contracts**

The assignment of attorneys for indigent defendants at public expense is mandated by the U.S. Constitution. The Circuit Court is responsible for making assignments that ensure adequate representation. The Court has employed use of contracts with attorneys as being the most efficient, effective means of providing this representation. The average cost per case received by the contract attorneys is approximately $766.

The contracts for attorney services for adult criminal indigent defendants expire on September 30th, 2018.

The Michigan Indigent Defense Commission recently drafted new standards for indigent defense, which propose that indigent defense should be independent from the court. Due to this potential change to the court's current indigent defense structure, we request to extend our current contracts rather than rebid until a decision is finalized.

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

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution Authorizing an Agreement with Stryker/Physio/Health EMS/Sansio to Provide Web Enabled Patient Care Reporting Software Services - EMS

WHEREAS, Livingston County EMS has determined a need for a Web enabled Electronic Patient Care Reporting (EPCR) System which was implemented 10 years ago; and

WHEREAS, Livingston County EMS will continue the EPCR system to meet the State of Michigan and National EMS Information System mandatory data submission requirements; and

WHEREAS, the proposed contract will expire on November 30th 2023; and

WHEREAS, in accordance with the County's Purchasing Policy, a formal quoting process was performed and the pricing in the contract reflects significant savings for Livingston County EMS; and

WHEREAS, Stryker/Physio/Health EMS of Duluth, MN, submitted a quote that will provide the Web Based EPCR system at for the same price as the original contract .75 cents per run for the first year and all original fees to be held the same; and

WHEREAS, there is an estimated 3% increase in run volume predicted in pricing for subsequent years; and

WHEREAS, funding for same is available through the EMS Budget; and

WHEREAS, this Resolution has been recommended for approval by the Health and Human Services Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Strkyer/Physio/Sansio/Health EMS for Web based EPCR system for the period of 12/01/2018 through 11/30/2023. Pricing will be conisistent with the schedule A attachment.

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

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF EMS

1911 Tooley Road Howell MI 48855
Phone 517-546-6220 **Fax** 517-546-6788
Web Site: co.livingston.mi.us

Memorandum

To: **Livingston County Board of Commissioners**

From: **Jeffrey R Boyd, Director**

Date: **007/13/2018**

Re: **Health EMS Electronic Patient Care Reporting**

In 2008 Livingston County EMS participated in a process by cooperating with Huron Valley Ambulance, Life EMS, LifeCare EMS and several others to secure the best pricing and functional EMS EPCR system. That system was Health EMS/Sansio and has since been acquired by Physio Control and again one more time by Stryker. Our second contract for Electronic Patient Care Reporting is ending in November of 2018.

We have met with the vendor and have requested pricing be held at 2008 rates and they have agreed. Therefore, we are recommending a 5 year contract with Stryker/Health EMS/Sansio for our EPCR needs. It was determined to be the most cost effective and user friendly system we during our initial evaluation and is serving the organization well. This software integrates with CAD, submits state and national data requirements, performs billing tasks and delivers patient care records to the hospital

The appropriate funds for this project, including training, hardware, connectivity and software will be in the budget.

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

PHYSIO CONTROL HealthEMS®

Prepared By: Don Betrucci

Renewal Schedule A

Prepared For: Livingston County EMS

Pricing Valid Through:	*08/04/18*
Term:	*60 Months*
Annual Incidents:	*See Below*
Annual Net Collections (Estimate):	*38,240,000*

HealthEMS Subscription Fees - ePCR & RevNet

	ePCR/Monthly	Revnet/monthly
Year 1	$ 1,406	$ 600
Year 2	$ 1,450	$ 600
Year 3	$ 1,494	$ 600
Year 4	$ 1,538	$ 600
Year 5	$ 1,581	$ 600

Period	Annual	Monthly	Annual
Year 1	22,500	$ 2,006	$ 24,075
Year 2	23,200	$ 2,050	$ 24,600
Year 3	23,900	$ 2,094	$ 25,125
Year 4	24,600	$ 2,138	$ 25,650
Year 5	25,300	$ 2,181	$ 26,175
Total Subscription Fees			**$ 125,625**

Optional Extension Transaction Fees — *Unit prices are subject to change with 30 days notice*

Description	UM	Price/Unit [2)]
HealthEMS SanFax Transaction Fees — ***Minimum Fee is $50/month***	Page	$0.05

One-Time Activation Fee - ePCR & RevNet

Includes System setup and configuration	$ -

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement. Professional Services for Training & Implementation will be provided under separate proposal.

PHYSIO CONTROL DATA SOLUTIONS

Professional Services Engagement

Livingston County EMS
Proposal Expires: 08/04/18

Training Package - Standard ePCR & RevNet

Physio-Control Data Solutions uses a "Train the Trainer" approach consisting primarily of web-based sessions with a dedicated PCDS Project Manager. By training "with you", not "for you", this proven approach is designed to transfer knowledge to customers so they can enjoy high utilization, a high degree of self-sufficiency, and long term success. Direct one-on-one Project Manager interactions are designed to complement self-help educational resources including training videos, checklists, white papers, and a knowledge base.

A requirement for successful software deployment is to have a strong implementation team consisting of individuals who represent key roles and levels in the organization, all of whom champion the efforts needed to implement the system.



Physio-Control Data Solution's 4 Pillars to Implementation Success

1. The Executive Sponsor(s) *- Provides steadfast leadership, understands holistic benefits of the system, allocates necessary resources, prioritizes implementation activities, and empowers the Product Champion to make operational decisions.*

2. Product Champion *- Customer point person with strong organizational skills, ideally with experience implementing software, pulls in resources as needed, and has the authority to make workflow changes. Often groomed to be a Power User.*

3. Subject Matter Experts (SME's) - *Provide expertise and leadership in clinical, operational, financial , HR, and regulatory functions.*

4. Physio-Control Data Solutions Professional Services *- PCDS 's Project Manager helps operationalize the system to meet your unique business needs*

Professional Services Fee Schedule [1)]

Description		UP	UM	Qty	Extended
Professional Services: Web-Based			Hour	42	$ -
Professional Services: OnSite (Customer Location)		$ 2,495	Day	0	
OnSite Travel Expenses - Air	***2 Days of Consulting, 1 Staff Member***	$ 2,560	Trip	0	
Total Consulting Fees (estimated)					$ -

[1)] ***Fees are estimated; actual charges will be billed based upon hours consumed during engagement. PCDS will notify and obtain approval from customer for any costs in excess of 10% of proposed amounts.***

Please refer to Subscription Agreement for payment terms and conditions; sign below to indicate acceptance of engagement.

Customer

_____
Authorized Customer Signature / Date

_____
Printed Name / Title

Physio-Control, Inc.

PCDS Authorized Signature

HealthEMS®

SUBSCRIPTION AGREEMENT

This **HealthEMS®** Subscription Agreement (the "**Agreement**"), is between Physio-Control, Inc., ("**Physio-Control**"), and the undersigned customer ("**Customer**").

1. HealthEMS® SYSTEM. ("System")

1.1 Licensed Software. The Licensed Software is the HealthEMS® software, a remote-hosted, web-based organization management solution ("**Licensed Software**") for the Fire/Emergency Medical Services industry. Physio-Control owns all rights to this Licensed Software, including the software comprising Data Collection Services as described in Section 1.4, and Extensions as described in Section 1.5.

1.2 Professional Services. Physio-Control makes available numerous Professional Services ("**Professional Services**") as set forth in Section 3 to help maximize the Customer's investment in the System.

1.3 Data Center Services. Data Center Services ("**Data Center Services**") are comprised of infrastructure and services that host, manage, and support the Licensed Software. Physio-Control is responsible for Data Center Services as defined in Section 2.3 up to the point of external Internet access. It is the responsibility of Customer to procure applicable hardware, software, and Internet connectivity with sufficient bandwidth to meet user demands.

1.4 Data Collection Services. Physio-Control provides flexible point-of-service (POS) data collection solutions and a secure file transfer program that uploads data via the Internet ("**Data Collection Services**"). Certain Data Collection Services require Customer to procure and support hardware that meets the specifications set forth by Physio-Control. The Agreement includes the right to order and use Physio-Control's proprietary scannable forms. Should the Customer be in breach of the terms of this Agreement, its license to order and use Physio-Control's proprietary scannable forms shall be suspended until such breach is remedied.

1.5 Extensions. Physio-Control may make available optional Extensions ("**Extensions**") designed to extend the functionality of Licensed Software. Extensions may include, but not be limited to, myPatientEncounters, RevNet, XchangeER, SanFax, Data Xport and Physio-Control Connectx for integration with third parties. Third parties may include, but not be limited to, billing vendors, payers, clearinghouses, CAD (Computer-Aided Dispatch) vendors, medical devices (such as EKG), HIE's, state reporting systems, and hospitals. Customer is responsible for acquiring licenses and paying fees to applicable third parties as required. Extension descriptions, terms, and applicable fees for setup and use, are as set forth in Extension Addendums and/or Schedule A, all of which form part of this Agreement.

1.6 Documentation. The term Documentation ("**Documentation**") means any users' manual(s), specifications, any documents attached to or referenced in this Agreement, any RFP response, proposal or similar document provided by Physio-Control and other materials accompanying the System, and any modified version thereof relating or referencing the System or any of its components.

2. SYSTEM SERVICES.

2.1 Account Management Services. Physio-Control will assign a primary account manager to assist Customer in their commercial relationship with Physio-Control ("**Account Management Services**"). Account Management Services include, but may not be limited to, informing Customer of new Extensions or System features, identifying needs for supplemental assistance from Professional Services, advocating for Customer needs across various Physio-Control groups, and contract management.

2.2 Solution Center Services. Physio-Control's Solution Center Specialists provide telephone and web-based Solution Center Services ("**Application Support**") at no additional cost to Customers who are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Application Support excludes supporting Customer procured hardware, OS, and Internet connectivity.

2.2.1 Self Help Application Support is provided through Physio-Control's Solution Center, which is an integrated delivery of web-based, self-help Educational Resources and an online ticket management system available within the System 24/7/365. Physio-Control provides numerous Educational Resources which should be used before contacting the Solution Center for Application Support. These include user guide(s), training videos, Frequently Asked Questions (FAQs) and important industry links to other websites.

2.2.2 Live Assistance Application Support provided by Solution Center Specialists is available to supplement Self Help Application Support. Physio-Control's Solution Center is staffed during prime Customer business hours, Monday – Friday, 7AM – 6PM CT, excluding major holidays. During "non-prime" hours, 6PM - 7AM CT Monday – Thursday, and 6PM CT on Friday through 7AM CT the following Monday, and on major holidays, inquiries regarding system availability are supported live by Physio-Control technical staff. Support tickets started outside of prime Solution Center hours will be addressed the next business day.

2.3 Data Center Services.

2.3.1 System Maintenance. Physio-Control will provide software updates, upgrades, and enhancements at the same time as generally available to other licensees. Physio-Control is responsible for deploying upgrades and enhancements for Customer's use at no additional charge to Customer. Customer may not have access to the System during times of scheduled maintenance. Prior to providing any update, upgrade, or enhancement, Physio-Control shall have used commercially reasonable efforts to test such item to ensure that it functions properly and in conformance with all specifications and warranties.

2.3.2 Backups. Backups of hosted applications and data are performed on a nightly (incremental) and weekly (full) basis. Backups will be scheduled at times so as to provide minimal impact to Customer's business activity. Physio-Control will maintain at least one full backup copy until after the next backup is performed. Backup will be maintained on a rolling basis and Physio-Control will not be responsible for archiving more than the most recent full backup. Physio-Control will take commercially reasonable steps to maintain data integrity in any backup, but Physio-Control is not responsible for loss of data or data integrity so long as Physio-Control has performed the backup in a commercially reasonable manner.

2.3.3 System Access Level. Physio-Control is not responsible for loss of access to the Data Center for reasons that are beyond Physio-Control's reasonable control. With the exception for loss of access that is beyond Physio-Control's reasonable control, Physio-Control shall maintain a level of access to the Data Center (excluding periods of emergency maintenance) of 99.9% Access Availability **("Access Availability")**, 24 hours a day, 7 days a week, including holidays. System Access Unavailable **("System Access Unavailable")** is defined as the reported unscheduled inability of all subscribed users of Customer to access the Data Center and verification that the problem is within the Data Center. Total System Access Unavailable minutes are calculated by adding the period of time beginning when the Customer reports System Access Unavailable to Physio-Control's Solution Center and ending when Physio-Control's Solution Center corrects the unavailable status and closes the incident with the Customer. If the Customer does not initiate a Solution Center call, Physio-Control will not be obligated to issue a System Access Unavailable Credit **("System Access Unavailable Credit")** for the System Access Unavailability. Physio-Control will compute any System Access Unavailability on a quarterly average basis and apply a System Access Unavailable Credit to the next Customer invoice in the event that the stated Access Availability commitment was not met. This occurs on a pro-rated basis limited to the maximum of the total invoice charges based on the total billing period. System Access Unavailable Credits will not be given for events occurring during any period in which the Customer's account has an undisputed past due balance or the Customer is otherwise in breach of Agreement. The System Access Unavailable Credit will be calculated according to the following schedule:

99.9%	- 100%	Covered under Agreement
99.5%	- 99.89%	(1) day credit
98.5%	- 99.49%	(2) days credit
97.5%	- 98.49%	(1) week credit
96.5%	- 97.49%	(2) weeks credit
0%	- 96.49%	(1) month credit

3. PROFESSIONAL SERVICES. Physio-Control shall provide Professional Services on a fee-for-service basis ("**Professional Services**") to assist the Customer with successful implementation and effective utilization of the System. Any Professional Services performed by Physio-Control, including without limitation to, consulting, mapping, migration, configuration, and implementation services, shall be performed under a statement of work defined in an applicable Professional Services Engagement.

3.1 Business Analyst Services. Physio-Control Business Analysts provide Professional Services on a fee-for-service basis, assisting Customers to operationalize the solution to meet specific organizational objectives ("**Business Analyst Services**"). Business Analyst Services include, but may not be limited to, Training, Implementation, and Consulting that requires specific knowledge of the Customer's data set, research goals, and operational objectives. Business Analyst Services may be provided web-based, at Physio-Control offices, or onsite at Customer location.

4. CUSTOMER REQUIREMENTS.

4.1 Internet Connectivity. Customer must provide Internet connectivity to the System web site with sufficient bandwidth to meet Customer's utilization demands. System performance is a function of bandwidth and latency time from client desktop to the System web site. Customer must connect with Physio-Control supported browsers and client software.

4.2 Named User Identification and Authentication. The System requires a unique user name and password for each authorized individual Customer representative ("**Named User**") to access the System via Physio-Control's Data Center(s). Customer is responsible for administration and management of Named User accounts, including the appropriate technical and administrative safeguards to prevent unauthorized access. Physio-Control shall have no responsibility for unauthorized access to Customer's Data or Confidential Information that results from Customer's failure to prevent unauthorized access.

5. LICENSE AND FEES.

5.1 License. Subject to the terms and conditions of this Agreement, Physio-Control hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to access and use the System.

5.2 Fees.

5.2.1 Activation Fee. Upon acceptance of this Agreement, Customer agrees to pay the non-refundable Activation Fee as set forth in Schedule A.

5.2.2 Activation Date. Customer's Activation Date is 90 days from latest signature date below, or, in the case of renewal, the first day after expiration of previous Term. The Activation Date represents the first day of the Subscription Term. Physio-Control will invoice Customer for Monthly Subscription Fees as set forth in Schedule A during the Subscription Term.

5.2.3 Subscription Fees. Customer agrees to pay Subscription Fees as set forth in this Section and Schedule A.

5.2.3.1 ePCR Fees. Customer's pricing is identified in Schedule A based on Customer projections of run volume ("**Estimated Annual Run Volume**"). In the event the Customer's actual annual run volume varies from Estimated Annual Run Volume, as identified in Schedule A, by more than +/- 10%, Physio-Control reserves the right to make adjustments to the Subscription Fees, applicable to actual run volume, provided the Customer is given 60 days prior written notice of such adjustment. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Upgrades, Application Support, Integration Fees, and optional Extension usage. Should Customer not agree to adjustment, Customer may choose to terminate the Agreement as set forth in Section 6.3.

5.2.3.2 Subscription Fee Invoicing. Following Activation Date, Physio-Control will invoice the Customer as set forth in Schedule A. Customer will be invoiced monthly Subscription Fees 30 days in advance, due and payable by the first of the month during the Term identified in Section 6 and in Schedule A. Shipping costs for any scannable ePCR sheets or accessory items used by Customer remain the responsibility of the Customer and will be included in the monthly Subscription Fee invoice.

5.2.4 Optional Extension Fees. Customer agrees to pay Optional Extension Fees as set forth in Extension Addendum(s) and/or Schedule A. Optional Extension Fees are based on the actual transaction usage for the optional Extensions.

5.2.4.1 Optional Extension Fee Invoicing. Optional Extension Fees will be invoiced monthly for the previous month's actual use at the Unit Price listed in Schedule A or applicable Extension Addendum.

5.2.5 Professional Services Fees. Customer agrees to pay Professional Services Fees as set forth in applicable Professional Services Engagements. Payment terms and conditions are as follows:

5.2.5.1 Professional Services Invoicing. Professional Services will be invoiced monthly for the previous month's actual use at the Unit Price listed in applicable Professional Services Engagements. Professional Services time will be logged and made electronically available to Customer with a minimum activity time of fifteen (15) minutes, rounded up to the nearest fifteen (15) minute increment, for hourly-based Professional Services.

5.2.5.2 Discounts. Customer may receive a discount on Professional Services Fees during implementation and for pre-authorizing activity.

5.2.5.2.1 **Implementation Discount.** Customer will receive an Implementation Discount for Web-based Professional Services during the first six (6) months of Term. Physio-Control will provide Customer an estimate for Professional Services implementation hours in a Professional Services Engagement and will notify Customer if remaining implementation hours are less than twenty percent (20%) of initially estimated amount.

5.2.5.2.2 **Pre-Authorized Discount.** After the first six (6) months of Term, Customer may choose to authorize Physio-Control to provide a certain amount of Web-based Professional Services in an engagement ("**Authorized Professional Services**") and will receive a discount by authorizing those services in advance ("**Pre-Authorized Discount**"). Physio-Control will notify Customer if Authorized Professional Services balance is less than twenty percent (20%) of Authorized Professional Services amount. There shall be a minimum of twenty (20) hours of Authorized Web-based Professional Services in a period to qualify for Pre-Authorized Discount.

5.2.5.3 **Cancellations.** Cancellation within 24 hours of scheduled Professional Services appointments will result in a minimum charge of one (1) hour for Web-based Professional Services or two (2) days for Onsite Professional Services plus any non-cancellable expenses.

5.2.5.4 **Travel and Expenses.** Physio-Control shall invoice Customer for such reimbursable expenses, as authorized with receipt of signed Professional Services Engagements. Actual charges will be based upon hours consumed and expenses incurred in engagement. Travel Fees, as set forth on the Professional Services Engagements, include but may not be limited to airfare, lodging, ground transportation, staff per diem, and other related travel expenses.

5.2.6 **Taxes:** Physio-Control is required to collect sales tax from products and services provided to customers in certain states. Physio-Control reserves the right to invoice the Customer those taxes now or at any time in the future, including interest and penalties imposed by any governmental authority which are imposed upon the sale or delivery of items purchased or licensed. Customer is required to complete Exhibit T in order for Physio-Control to correctly identify tax status.

If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Customer will obtain and purchase such certificate, document or proceeding.

5.2.7 **Interests and Costs.** Undisputed amounts not paid when due will bear interest at the rate of 1.5% per annum on the unpaid balance each month, or such lesser rate of interest as shall be the maximum amount chargeable with respect to this account under the law in effect in the state of Customer's location. In the event of non-payment or default by Customer, Customer agrees that all costs of enforcement and collection, including reasonable attorneys' fees, will be paid by Customer.

6. TERM AND TERMINATION.

6.1 **Term Initiation.** This Agreement takes effect on the latest signature date below and continues through the conclusion of the Subscription Term or any subsequent Renewal Subscription Term. The Subscription Term (the "**Term**") begins on the System Activation Date and ends at the conclusion of the period set forth in Schedule A or any subsequent Renewal Schedule A's. Subscription Fees commence on the System Activation Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, Physio-Control will provide Customer with an access code to use the Licensed Software via Physio-Control's Data Center and the Internet.

6.2 **Term Renewal.** This Agreement shall automatically renew upon expiration of the then current Term, at the current System price list for the same Term, unless Customer notifies Physio-Control of its intention of nonrenewal by written notification at least 45 days prior to the end of the then current Term, or unless Physio-Control requires a new Agreement to be executed by the parties. If Physio-Control requires a new Agreement, it will be provided to Customer at least 45 days prior to the end of the then current Term. Customer may decline to enter into a new Agreement in its sole and absolute discretion, and if Customer so declines, then Customer shall not be responsible for Early Termination Fees as set forth in Section 6.4.

6.3 **Termination.** Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 30 days of receipt of written notification of breach (10 days in the case of non-payment), the breaching party has failed to cure its breach. Physio-Control may terminate Customer's access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by Customer, Customer shall be responsible for Early Termination Fee per Section 6.4 of this Agreement. In the event of early Termination due to material breach by Physio-Control, Customer shall not be responsible for Early Termination Fee as set forth in Section 6.4.

Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion by payment to Physio-Control of the Early Termination Fee as set forth in Section 6.4. Physio-Control acknowledges and agrees that payment of such Early Termination Fee shall be Physio-Control's sole remedy therefor. Customer must notify Physio-Control of its intention for early Termination by written notification at least 90 days before the desired Termination date. Early Termination must occur on a monthly anniversary of the then current Term.

Notwithstanding any term or provision in this Agreement to the contrary, except non-payment, Physio-Control will perform, as requested by Customer, one export of Customer's raw data in agreed upon media format and provide that export to Customer within 90 days of Termination or expiration of this Agreement, at no additional charge.

6.4 Early Termination Fee. Upon early Termination for breach by Customer or for such other early Termination as described in Section 6.3 of this Agreement, Physio-Control reserves the right to charge Customer a pro-rated Early Termination Fee based on the percentage of the current Term utilized. The percentage will be applied to the remaining Subscription Fees for the current Term as selected by Customer on Schedule A. Physio-Control acknowledges and agrees the Early Termination Fee will be Physio-Control's sole remedy therefor.

Example:			
	Current Term Length:	36 month	
	Desired Early Termination Date:	end of month 30	
	Percentage of Term Utilized:	83%	
	Pro-Rated Termination Percentage:	17%	
	Monthly Subscription Fee:	$ 2,000	(Per Schedule A)
	Remaining Subscription Fees per current Term:	$12,000	(6 months @ $2,000)
	Early Termination Fee:	$ 2,040	(17% of $12,000)

7. PROPRIETARY RIGHTS OF PHYSIO-CONTROL IN THE LICENSED SOFTWARE AND DOCUMENTATION.

7.1 Nature of Rights and Title. Customer acknowledges that the System and Documentation supplied by Physio-Control to Customer are proprietary and shall remain the property of Physio-Control and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party. Any changes, additions, and enhancements in the form of new or partial programs or Documentation as may be provided under this Agreement shall remain the proprietary property of Physio-Control. Customer agrees with Physio-Control that the System, Documentation and all other proprietary information or data supplied by Physio-Control are trade secrets of Physio-Control, are protected by civil and criminal law, and by the law of copyright, are very valuable to Physio-Control, and that their use and disclosure must be carefully and continuously controlled. Customer further understands that operator manuals, training aids, and other written materials regarding the System are subject to the Copyright Act of the United States. Customer shall keep each and every item to which Physio-Control retains title free and clear of all claims, liens and encumbrances except those of Physio-Control and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2 Unauthorized Acts. Customer agrees to notify Physio-Control promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to Physio-Control, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with Physio-Control in any litigation against third parties deemed necessary by Physio-Control to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as a waiver of Physio-Control's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to Physio-Control's proprietary rights, or for breach of contractual rights.

7.3 Remedies. If Customer attempts to use, copy, license, sub-license, or otherwise transfer the Licensed Software or access to the System supplied by Physio-Control under this Agreement, in a manner contrary to the terms of this Agreement or in competition with Physio-Control or in derogation of Physio-Control's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, Physio-Control shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4 Infringement Indemnification. Physio-Control shall indemnify, defend and hold harmless Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any claim or cause of action for patent, copyright, and/or other intellectual property infringement **("Infringement Claim")** asserted against Customer by virtue of the

System, Software or Documentation or Customer's use or possession of the System, Software or Documentation pursuant to this Agreement. Physio-Control shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, provided that Customer gives Physio-Control reasonably prompt notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

8. CONFIDENTIALITY AND DATA USE.

8.1 Confidential Information. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. Confidential Information means any proprietary material that the disclosing party designates as confidential ("**Confidential Information**"). Confidential Information shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. Confidential Information shall also include Protected Health Information as defined in HIPAA and its rules and regulations promulgated here under. Physio-Control will not use Confidential Information except as expressly provided in this Agreement. Confidential Information does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal or accreditation obligation beyond the control of the receiving party.

8.2 Unauthorized Disclosure. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

8.3 Remedies. The parties acknowledge and agree that in the event of a breach of this Section 8 the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to seek injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

8.4 Data Use. Physio-Control recognizes the importance in identifying issues and improvements surrounding the functionality, integration, performance, and reliability of the System. Customer agrees that Physio-Control may collect, maintain, and use technical information related to the System, including but not limited to, its usage, functionality, integration, performance, and reliability. Physio-Control may use this information to improve its products or to provide customized services or technologies.

Customer retains all ownership rights to System data it generates through use of the System during the Term, except that Customer grants Physio-Control a perpetual, royalty-free license to compile, sell, analyze, use, and distribute de-identified aggregated data to the extent necessary to fulfill Physio-Control's obligations under any agreement or for any other lawful purpose. Physio-Control represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure of Protected Health Information to Physio-Control.

9. LIMITED WARRANTY.

For the duration of this Agreement (the "**Warranty Period**"), Physio-Control will checkout, document, and deliver any amendments or alterations to the Licensed Software or other System components that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising Physio-Control in writing of such errors. Physio-Control shall not be responsible for maintaining Customer-modified portions of the Licensed Software or other System components. Corrections for difficulties or defects traceable to Customer errors or System changes made by Customer will be billed at standard Physio-Control's time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY PHYSIO-CONTROL. PHYSIO-CONTROL EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. PHYSIO-CONTROL DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE OR SYSTEM WILL BE CORRECTED. PHYSIO-CONTROL'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PHYSIO-CONTROL FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE LICENSES SOFTWARE OR SYSTEM.

10. LIMITATION OF LIABILITY.

A PARTY'S LIABILITY FOR ANY ACTIONS, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE SYSTEM IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER IN THE 12-MONTH PERIOD PRECEDING THE DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO LIMITATION OF LIABILITY OR LIMITATION OF WARRANTY OR DISCLAIMER SHALL BE APPLICABLE TO PHYSIO-CONTROL'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7.4 INFRINGEMENT INDEMNIFICATION, OR TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 8 AND/OR SECTION 11, IT BEING THE INTENT OF THE RESPECTIVE PARTIES THAT THE BREACHING PARTY REMAIN FULLY LIABLE THEREFORE.

11. HIPAA.

The parties understand, acknowledge, and agree that the System provides access to Protected Health Information **("PHI")** pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 **("HIPAA")**, and the regulations promulgated there under, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "**Privacy Rule**"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "**Security Rule**"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (**the** "**HITECH Act**"), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "**Secretary**"), and all other applicable state and federal laws, as all amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic Information Non-Discrimination Act **("GINA")** **("Omnibus Rule")**.

At the time of execution of this Agreement the parties shall execute a Business Associate Agreement ("**BAA**") and shall take reasonable and necessary steps to maintain the BAA in effect throughout the Agreement. By this Agreement, Customer authorizes Physio-Control, as Customer's Business Associate and limited agent, to send, accept, and receive Protected Health Information on its behalf for the business purposes as outlined in this Agreement.

The parties shall not use or disclose such PHI except as permitted by this Agreement and the mutually executed BAA.

12. GENERAL.

12.1 Assignment. This Agreement is not assignable without the prior written consent of Physio-Control which shall not be unreasonably withheld. Any attempt by Customer to assign any of the rights, duties or obligations of this Agreement without such consent is void. After and upon approved assignment, this Agreement shall bind and inure to the benefit of the parties and their respective successors, assignees, transferees, and legal representatives.

12.2 Amendment. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of Physio-Control, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

12.3 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.4 Governing Law and Venue. This Agreement will be governed by the laws of the State of Minnesota and any action must be brought in the United States District Court for the District of Minnesota, Fifth Division, or the State of Minnesota District Court in St. Louis County, Minnesota.

12.5 Schedules. All schedules are attached hereto and incorporated by reference herein.

12.6 Entire Agreement. Customer acknowledges that its undersigned representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

12.7 Conflicting Terms. Unless otherwise mutually agreed in writing, in the event that any terms and/or conditions in this Agreement conflict or are inconsistent with any terms and/or conditions in any attached and incorporated agreement, including but not limited to amendments, addendums, exhibits and SOW's, then the terms and conditions of this Agreement shall control.

12.8 Notices. All notices, demands, requests, and other communications made or required pursuant to the terms of this Agreement shall be in writing and shall be (1) personally delivered, sent by nationally recognized courier service, or sent by certified mail, return receipt requested, and shall be deemed to have been received upon the earlier of actual receipt or five (5) business days after deposit with the nationally recognized courier service or deposit in the mail; (2) sent by facsimile and deemed to have been received on the date of the facsimile confirmation; (3) sent by electronic means and shall be deemed to have been received upon return of a read receipt.

Unless another address for a party has been specified by providing notice as set forth herein, such notices, demands, requests and other communications permitted or allowed under this Agreement must be sent to Customer at the address set forth on Schedule A of this Agreement and to Physio-Control at:

Physio-Control Data Solutions
11 E. Superior Street, Suite 310
Duluth, MN 55802
Attn: Legal

This Agreement is executed by:

CUSTOMER	**Physio-Control**
BY:	BY:
Name (Print)	Name (Print)
Signature Date	Signature Date
Title	Title
Address 1	**11 East Superior Street** **Suite 310** **Duluth, MN 55802**
Address 2	
City State Zip	

PHYSIO CONTROL HealthEMS®

Business Associate Agreement

Pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "Privacy Rule"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "Security Rule"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), and all other applicable state and federal laws, as all amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic Information Non-Discrimination Act ("GINA") ("Omnibus Rule"), all business associates of entities such as Customer must agree in writing to certain mandatory provisions regarding the use and disclosure of certain Individually Identifiable Health Information.

Physio-Control and Customer agree that this Agreement replaces in its entirety any previous Business Associate Agreement between the parties and/or Section 12 of any Subscription Agreement executed on or before September 23, 2013. In order to satisfy the above applicable requirements, the Parties agree as follows effective as of the Compliance Date(s):

A. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, the HITECH Act, and the Omnibus Rule:

   a. Administrative Safeguards. "Administrative Safeguards" shall mean administrative actions, policies, and procedures to manage the selection, development, implementation, and maintenance of security measures to protect Electronic PHI and to manage the conduct of the workforce in relation to the protection of that information.

   b. Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to obtain such information.

   c. Business Associate. "Business Associate" shall mean Physio-Control.

   d. Covered Entity. "Covered Entity" shall mean the Customer.

   e. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for Physio-Control or Customer that is: (i) the medical records and billing records about individuals maintained by Physio-Control or Customer; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Customer to make decisions about individuals. As used

herein, the term "Record" means any item, collection, or grouping of information that includes PHI and is created, received, maintained, or transmitted by or for Physio-Control or Customer.

f. Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

g. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

h. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto.

i. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, and any amendments, regulations, rules, and guidance issued thereto and the relevant dates for compliance, including amendments to HIPAA as applicable.

j. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

k. Individually Identifiable Health Information. "Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and

   (i) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and

   (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; and (i) identifies the individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

l. Omnibus Rule. "Omnibus Rule" shall mean the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under HITECH and the Genetic Information Non-discrimination Act ("GINA").

m. "Physical Safeguards" shall mean physical measures, policies, and procedures to protect electronic information systems and related facilities and equipment from natural and environmental hazards and unauthorized intrusion.

n. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

o. Protected Health Information. "Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium. "PHI" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g, or records described in 20 U.S.C. § 1232g(a)(4)(B)(iv). "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Physio-Control from or on behalf of Customer.

p. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

q. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

r. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

s. Security Rule. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and C.

t. Technical Safeguards. "Technical Safeguards" shall mean the technology, and the policy and procedures for its use that protects Electronic PHI and controls access to it.

u. Transaction Standards. "Transaction Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162.

v. Unsecured PHI. "Unsecured PHI" shall mean PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

B. Compliance with Applicable Law. Physio-Control acknowledges and agrees that in the course of performance of Physio-Control's obligations under this Agreement, Physio-Control might be given or obtain access to information which contains Protected Health Information. Beginning with the relevant effective dates, Physio-Control shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH, the Omnibus Rule, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.

C. Uses and Disclosures of PHI. Physio-Control will not, and shall ensure that its directors, officers, employees, and agents do not, use or further disclose PHI received from Customer other than as permitted or required by this Agreement or as required by law. All uses and disclosures of and requests by Physio-Control for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical,

unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

Customer will provide Physio-Control with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Physio-Control's permitted or required uses or disclosures.

Customer will notify Physio-Control of any restrictions to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restrictions affect Physio-Control permitted or required uses or disclosures.

D. Required Safeguards To Protect PHI. Physio-Control will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Physio-Control agrees to use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic PHI in accordance with the Privacy Rule, the Security Rule, and in accordance with Section 13401(a) of HITECH and any implementing Regulations.

Physio-Control will maintain liability coverage indemnifying Physio-Control against losses or damages arising out of its treatment of PHI in performing this Agreement, with per occurrence limits not less than $2,000,000.

E. Ownership of PHI. Under no circumstances shall Physio-Control be deemed in any respect to be the owner of any PHI used or disclosed by or to Physio-Control pursuant to the terms of the Agreement. Physio-Control acknowledges that all rights, title, and interest in and to any PHI furnished to Physio-Control rests solely and exclusively with the Customer or the Individual to whom such PHI relates.

F. Reporting of Improper Use and Disclosures of PHI. Physio-Control will report to Customer, as soon as reasonably practical, any use or disclosure of PHI not provided for by this Agreement of which Physio-Control becomes aware.

G. Reporting of Breaches of Unsecured PHI. Physio-Control shall report to Customer, as soon as reasonably practical, a breach of Unsecured PHI, of which it reasonably becomes aware, in accordance with Section 13402(b) of HITECH.

H. Agreements by Third Parties. Physio-Control will ensure that any agent, including a subcontractor, to whom Physio-Control provides electronic PHI created by, received from, maintained for or transmitted by Physio-Control on behalf of Customer agrees to the same business associate restrictions, terms, conditions, and requirements that apply to Physio-Control with respect to such information, including without limitation compliance with Section D hereof.

I. Access to Protected Health Information. Physio-Control will, at the request of Customer, make available PHI maintained by Physio-Control in a Designated Record

Set to Customer in order for Customer to meet the requirements under 45 C.F.R. § 164.524. In the event any Individual delivers directly to Physio-Control a request for access to PHI, Physio-Control will forward such request to Customer in order for Customer to respond to such Individual.

J. Availability of PHI for Amendment. Physio-Control will, at the request of Customer, make available for amendment, and allow Customer to incorporate any amendment(s) in, any Protected Health Information in a Designated Record Set maintained by Physio-Control, which the Customer directs or agrees to pursuant to 45 C.F.R. § 164.526. In the event any Individual delivers directly to Physio-Control a request to amend PHI, Physio-Control will forward such request to Customer, in order for Customer to respond to such Individual.

K. Documentation of Disclosures. Physio-Control agrees to document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Physio-Control shall provide Customer with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

L. Accounting of Disclosures. Within ten (10) days of notice by Customer to Physio-Control that it has received a request for an accounting of disclosures of PHI regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Physio-Control shall make available to Customer information collected in accordance with Section K of this Agreement, to permit Customer to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an Electronic Health Record maintained or hosted by Physio-Control on behalf of Customer, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment, and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event an Individual directly requests an accounting of disclosures, Physio-Control shall forward such request to Customer in order for Customer to respond to such Individual. Physio-Control hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

M. Compliance with HIPAA Transaction Standards. Physio-Control agrees to comply with all applicable HIPAA standards and requirements, including without limitation, those specified in C.F.R. § 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").

N. Availability of Books and Records. Physio-Control agrees to make Physio-Control's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Physio-Control on behalf of, Customer available to the Secretary for purposes of determining Customer's compliance with the Privacy Rule, Security Rule and the HITECH Act.

O. Effect of Termination of Agreement. Upon termination of this Agreement for any reason, if feasible, Physio-Control will return or destroy all Protected Health Information created by, received from or maintained by Physio-Control on behalf of Customer. In the event that Physio-Control determines that returning or destroying the Protected Health Information is infeasible, Physio-Control will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Physio-Control maintains such Protected Health Information.

P. Red Flag Rules. So long as Physio-Control retains any confidential or non-public Individually Identifiable Information, Physio-Control will develop, maintain, and implement policies and procedures designed to ensure the privacy, confidentiality, and security of such information, and to prevent, detect, and mitigate against the reasonably foreseeable risks of personal and medical identity theft in compliance with the requirements of law, including, without limitation, the Identity Theft, Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003 ("Red Flag Rules"). Physio-Control will cooperate with Customer in evaluating, investigating, and responding to Red Flags or any possible data breach or Identity Theft activity. Notwithstanding anything to the contrary in this Agreement or any other document, this provision shall survive the expiration or sooner termination of this Agreement, and shall inure to the benefit of Customer and its affiliates and agents.

Q. Changes in the Law. Physio-Control may amend this Agreement as appropriate, to conform to any new or revised legislation, rules and regulations to which Physio-Control is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards, or Transaction Standards.

Customer: _____	**Physio-Control**
Customer Authorized Representative	**Physio-Control Authorized Representative**

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution Authorizing MDOT Contract and Capital Expenditure for Fiscal Year 2018 Preventive Maintenance and Van Purchases

WHEREAS, the Michigan Department of Transportation (MDOT) has issued a project authorization for the use of Federal Transit Administration (FTA) Section 5307 and Section 5339 funds and MDOT capital funds for the purpose of preventive maintenance (L.E.T.S. facility, buses, and equipment) and the purchase of four (4) expansion vans; and

WHEREAS, three of the four van purchases were authorized by the Livingston County Board of Commissioners as part of the County's 2018 budget process; however, the anticipated grant award was subsequently increased allowing for the fourth van purchase; and

WHEREAS, the Chair of the Livingston County Board of Commissioners must sign the project authorization, to be subsequently executed by MDOT, to use available FTA Section 5307 and Section 5339 funds and MDOT capital funds for the purposes stated; and

WHEREAS, funds were budgeted in the amount of $410,000 for preventive maintenance and $212,963 for the van purchases which will be awarded to L.E.T.S. from FY '18 FTA grant #MI-2018-008 and MDOT project authorization 2017-0082/P8; and

WHEREAS, the total amount of $622,963 will be split 80% FTA funds with 20% MDOT capital match.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves MDOT project authorization #2017-0118/P8 in the total amount of $622,963 using 80% FTA funds ($498,370) and 20% MDOT capital match ($124,593).

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign said project authorization and any other documents required to effectuate this contract upon approval of the L.E.T.S. transit attorney.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF L.E.T.S.

3950 W. Grand River, Howell, MI 48855
Phone 517-540-7847 **Fax** 517-546-5088
Web Site: www.livgov.com/lets

Memorandum

To: **Livingston County Board of Commissioners**

From: **Greg Kellogg, L.E.T.S. Deputy Director**

Date: **07/31/2018**

Re: **Resolution authorizing MDOT contract and capital expenditure for fiscal year 2018 preventive maintenance and van purchases**

The Michigan Department of Transportation (MDOT) has issued a project authorization for the use of Federal Transit Administration (FTA) Section 5307 and Section 5339 funds and MDOT capital funds for the purpose of preventive maintenance of the L.E.T.S. facility, buses, and equipment and the purchase of four (4) expansion vans.

The Board of Commissioners as part of the 2018 County budget process previously authorized three of the four van purchases; however, the anticipated grant amount was subsequently increased allowing for the fourth van purchase. These vans will fill a gap in the L.E.T.S. fleet between the 4 passenger mini vans and 12-15 passenger small buses and are necessary to meet demand as a result of our expanded service hours. The Ford Transit vans will be wheelchair accessible and will be purchased from the State of Michigan transit vehicle cooperative purchasing program.

The Chair of the Livingston County Board of Commissioners must sign the project authorization, following approval by the L.E.T.S. transit attorney, to use available FTA Section 5307 and Section 5339 funds and MDOT capital funds for the purposes stated. The project authorization will be subsequently executed by MDOT.

Funds were budgeted in the amount of $410,000 for preventive maintenance and $212,963 for the van purchases which will be awarded to L.E.T.S. from FY ‘18 FTA grant #MI-2018-008 and MDOT project authorization 2017-0082/P8. The total amount of $622,963 will be split between 80% FTA funds ($498,370) with a 20% MDOT capital match ($124,593).

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution Authorizing the East Complex Mud Room Renovation and a Supplemental Appropriation – Building Department

WHEREAS, there is a need to renovate the back portion of the East Complex to provide for updated restrooms and an inspector locker room area in addition to a new exterior entrance / exit, and relocation & remodel of existing storage and shredding room areas; and

WHEREAS, with the assistance of Lindhout Associates Architects, construction plans were developed and an Invitation to Bid (ITB) containing specifications for this project was issued; and

WHEREAS, this project was budgeted and approved in the 2018 Building Department budget for $65,000; and

WHEREAS, it is recommended to award to the lowest bidder Envision Builders of Wixom, Michigan for an amount not to exceed $162,320 which includes a 10% contingency; and

WHEREAS, in addition, authorize architect and engineering services to Lindhout Associates Architects for an amount not to exceed $24,200; and

WHEREAS, in anticipation of miscellaneous costs that may arise during outfitting of the bathroom and locker rooms, $5,000 is being requested bringing the total cost of the project not to exceed $191,520; and

WHEREAS, a supplemental appropriation of $126,520 is necessary to complete this project and the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the East Complex Mud Room project for a cost not to exceed $191,520.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a contract with Envision Builders of Wixom, Michigan for East Complex Mud Room project for an amount not to exceed $162,320.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes architect and engineering services to Lindhout Associates Architects for an amount not to exceed $24,200.

BE FURTHER RESOLVED that the Livingston County Board of Commissioners hereby adopts the Proposed Amended 2018 Budget as follows:

Fund	Amended Budget	Proposed Budget Amendment	Proposed Amended Budget
542 Building Insp	$3,306,372	$126,520	$3,432,892

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

# # #

MOVED:
SECONDED:
CARRIED:

-LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF FACILITY SERVICES

420 S Highlander Way, Howell, MI 48843
Phone 517 546-6491 **Fax** 517 546-0271
Web Site: livgov.com/facilitiesservices

DATE: August 3, 2018

TO: Livingston County Board of Commissioners

FROM: Jim Rowell & Chris Folts

RE: Resolution Authorizing the East Complex Mud Room Renovation and a Supplemental Appropriation – Building Department

The Building Department has recognized the need to renovate the back portion of the East Complex to provide for updated restrooms and an inspector locker room area. This renovation will also include a new exterior entrance / exit, and relocation and remodel of existing storage & shredding room areas. With the assistance of Lindhout Associates Architects, construction plans were developed and an Invitation to Bid (ITB) containing specifications for this project was issued. A mandatory pre-bidders conference was conducted to inspect the job site and review the specifications in detail. Five (5) bids were received (see attached bid overview).

I am recommending that the award be made to the lowest bidder, Envision Builders of Wixom, Michigan. Envision Builders has been awarded several other projects in the past for Livingston County. Their performance has been very satisfactory and their projects have come in on-time and within budget. Envision Builders' most recent project was repair of the East Complex Back Wall and the remodel of the Dental Clinic. We had planned and budgeted $65,000 in the approved 2018 Building Department budget for this project. The proposed price from Envision Builders for the Mud Room Renovation project is $161,000. Lindhout Associates Architects cost for the construction design, Mechanical, Electrical & Plumbing engineering services, and bidding & construction management will be $22,000. Therefore, a budget amendment will be required to be able to completely fund this project.

Therefore, we are requesting that the attached resolution be approved that authorizes: 1.) a supplemental appropriation to the 2018 Building Department Budget in the amount of $126,520 to cover this project; 2.) award of the East Complex Mud Room renovation project to Envision Builders for an amount not to exceed $162,320 which includes a 10% contingency; and 3.) authorize architect services with Lindhout Associates Architects for an amount not to exceed $24,200, which includes a 10% contingency. There are sufficient funds in the Building Department fund balance to cover these expenditures.

If you have any questions or concerns regarding this matter, please feel free to contact me. Copies of the bids received are available in the Purchasing Office for review.

BID TABULATION

Lindhout Associates architects aia pc
10465 citation drive, brighton, michigan 48116
www.lindhout.com
810-227-5668 (fax) 810-227-5855

LIVINGSTON COUNTY BUILDING DEPARTMENT MUD ROOM RENOVATION **COMM. NO. 18047**

CONTRACTOR	BASE PROPOSAL	ALTERNATE PROPOSALS		Fees		Add. No.1	Bid Bond	Base Bid Substitutions	COMP. DAYS
		#1-Epoxy Floor System	#2-New Rooftop Mech. Unit	Subs	Own				
Allied Building Services	$179,000.00	+$14,000.00	+$9,150.00	20%	13%	X	X	None	45
Construction Solutions Inc.	Incomplete Bid No Bid Bond								
Crampton Electric	No Bid								
DeAngelis Diamond Construction	$235,000.00	+$1,755.00	+$14,724.00	10%	10%	X	X	None	75
Easy Flow P1B9	No Bid								
Elgin Builders	No Bid								
Envision	$147,800.00	+$2,300.00	+$10,900.00	15%	10%	X	X	None	60
Integrity Interiors	No Bid								
Moore Trosper Construction	$158,000.00	-$1,000.00	+$7,000.00	5%	10%	X	X	None	90
Native American Builders	No Bid								
Polymath Development	$182,000.00	-$2,000.00	+$15,000.00	10%	20%	X	X	None	90

PROBABLE COST STATEMENT

Lindhout Associates architects aia pc
10465 citation drive, brighton, mi 48116
www.lindhout.com
810-227-5668 (fax) 810-227-5855

Livingston County Building Department - Mud Room Renovation **COMM. NO. 18047**

OVERALL PROJECT PROBABLE COST STATEMENT 08/06/18

COMPONENT DESCRIPTION	UNITS	UNIT COST	TOTAL	
BUILDING CONSTRUCTION COSTS				
Envision Builders Base Bid - Dated 8/2/18			$147,800.00	
Alternate No.1: Epoxy Flooring in Lieu of LVT			$2,300.00	
Alternate No. 2: Replacement of existing RTU			$10,900.00	
				$161,000.00
		COST OF BUILDING CONSTRUCTION		**$161,000.00**
ARCHITECTURAL & ENGINEERING FEES				
ARCHITECTURAL FEES (Hourly Not to Exceed)			$17,000.00	
MEP CONSULTANT FEES			$5,000.00	
				$22,000.00
		LIVINGSTON COUNTY BUILDING DEPARTMENT - MUD ROOM RENOVATION TOTAL		**$183,000.00**

RESOLUTION **NO:** [Title]

LIVINGSTON COUNTY **DATE:** Click here to enter a date.

Resolution to Authorize Agreement for Delivery of Comprehensive Health Services for the Period of October 1, 2018 through September 30, 2019 – Health Department

WHEREAS, the Livingston County Health Department has determined a need for provision of the delivery of comprehensive health services; and

WHEREAS, these services are basic, required and allowable health services under Act 368 Public Acts of 1978, and individual categorical contractual services; and

WHEREAS, the Michigan Department of Health and Human Services provides a contractual relationship to partially reimburse Livingston County for the following health services which represent an initial appropriation that may be revised by future amendment:

Essential Local Public Health Services	$ 557,095.00
HIV Prevention	$ 20,000.00
Women, Infants & Children	$ 316,351.00
Women, Infants & Children Breastfeeding	$ 26,230.00
Maternal & Child Health	$ 39,490.00
Vaccine Quality Assurance	$ 12,923.00
Immunization IAP	$ 81,310.00
Immunization Field Rep	$ 5,000.00
Children's Special Health Care Services (CSHCS)	$ 80,000.00
TB Control	$ 100.00
Bioterrorism Emergency Preparedness	$ 104,291.00
Bioterrorism Cities Readiness Initiatives	$ 41,759.00
Hepatitis A Response	$ 5,000.00
TOTAL	**$ 1,289,549.00**

WHEREAS, the Michigan Department of Health and Human Services may propose future amendments for the purpose of revising the funding or terms of the Agreement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize an Agreement with the Michigan Department of Health and Human Services for the delivery of comprehensive health services in Livingston County during the period of October 1, 2018 through September 30, 2019, upon review by Civil Counsel.

BE IT FURTHER RESOLVED that $1,289,549 shall be allocated to the Health Fund Account 221 to support the provisions of the Comprehensive Health Services Agreement authorized herein.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes The Health Officer to electronically sign this agreement, and any future amendments for monetary and contract language adjustments of the above-referenced Agreement upon review and approval by Civil Counsel.

BE IT FURTHER RESOLVED that any deletions or additions of programs shall require Board approval.

# # #

MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Ave, Suite 102, Howell, MI, 48843
Phone 517-552-6805 **Fax** 517-546-6995
Web Site: www.livgov.com

Memorandum

To: **Livingston County Board of Commissioners**

From: **Dianne McCormick**

Date: **8/7/2018**

Re: **RESOLUTION TO AUTHORIZE AGREEMENT FOR THE DELIVERY OF COMPREHENSIVE HEALTH SERVICES FOR THE PERIOD OF OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

The attached resolution establishes continuation of the agreement with the Michigan Department of Health and Human Services for the delivery of comprehensive health services. The MDHHS provides funding to partially reimburse the county for services covered in the agreement. There has been no significant changes in program requirements or funding from our previous contract. .

Please do not hesitate to contact me should you have any questions.

Dianne McCormick
(517) 552-6865

RESOLUTION **NO:** [Title]

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

Resolution Approving the Creation of the Public Defender Administrator Position - Administration

WHEREAS, the Board of Commissioners approved the Livingston County Plan for Compliance with the First Set of Michigan Indigent Defense Commission Minimum Standards for the 44th Circuit Court and the 53rd District Court ("Plan") under Resolution 2017-11-188; and

WHEREAS, the state of Michigan has approved the Plan which is consistent with the requirements of the Michigan Indigent Defense Commission and has approved the grant to fund the Plan; and

WHEREAS, Livingston County must now implement the Plan in order to be in compliance with Act 93 of 2013 the Michigan Indigent Defense Commission Act; and

WHEREAS, the creation of a new Public Defender Administrator position is necessary for the County's compliance with this Act; and

WHEREAS, the Public Defender Administrator position has been evaluated by Municipal Consulting Services, L.L.C. at the non-union pay grade 13, which received the approval of the Personnel Committee under Resolution 2018-07-091 PC.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approves the creation of the Public Defender Administrator position which shall report to the County Administrator and shall be responsible for administering the public defender program to ensure that indigent adult defendants receive competent legal representation in criminal proceedings.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby approves the creation of a Position Control number and any necessary budget amendments needed for this position which will be paid for with grant funds once a Special Revenue Fund is established.

# # #

MOVED:

SECONDED:

CARRIED: