

BOARD OF COMMISSIONERS

9/4/2012

304 E. Grand River, Suite 201, Howell, Michigan 48843

7:30 PM

AGENDA

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CORRESPONDENCE**
5. **CALL TO THE PUBLIC**
6. **APPROVAL OF MINUTES**
 - Meeting Minutes of: August 20, 2012
 - Meeting Minutes of: August 29, 2012
7. **TABLED ITEMS FROM PREVIOUS MEETINGS**
8. **APPROVAL OF AGENDA**
9. **REPORTS**
10. **APPROVAL OF CONSENT AGENDA ITEMS (Roll Call)**
 - A. Consent Agenda - Res. 2012-09-244 thru 2012-09-248
11. **RESOLUTIONS FOR CONSIDERATION:**
 - A. Regular Agenda - Res. 2012-09-249 thru 2012-09-255

2012-09-244 **Central Dispatch**
RESOLUTION AUTHORIZING A BLANKET PURCHASE ORDER (BKO) TO PSYBUS PSYCHOLOGICAL CONSULTANTS – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS

2012-09-245 **Central Dispatch**
RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION 2012-02-029 – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS

2012-09-246 **Central Dispatch**
RESOLUTION AUTHORIZING PURCHASE OF REPLACEMENT MOBILE RADIOS – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS

2012-09-247 **Human Resources**
RESOLUTION TO APPROVE AGREEMENT WITH THE UNUM FOR

EMPLOYEE VOLUNTARY INTEREST SENSITIVE WHOLE LIFE
INSURANCE BENEFIT - HUMAN RESOURCES (Personnel 8/15/12)

2012-09-248 **Human Resources**
RESOLUTION TO AUTHORIZE BENEFIT TECHNOLOGIES TO CONDUCT
OPEN ENROLLMENT MEETINGS WITH LIVINGSTON COUNTY
EMPLOYEES

2012-09-249 **Central Dispatch**
RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL AND TRAINING
FOR FOUR (4) COUNTY EMPLOYEES AT THE 2012 ANNUAL SUGA
MIDWEST USER'S GROUP CONFERENCE IN ILLINOIS – SHERIFF
DEPARTMENT, 9-1-1 CENTRAL DISPATCH/EMERGENCY
MANAGEMENT, PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE,
BOARD OF COMMISSIONS

2012-09-250 **Human Resources**
RESOLUTION TO APPROVE A PILOT EMPLOYEE WELLNESS PROGRAM
FOR NON-UNION EMPLOYEES, ELECTED OFFICIALS, AND JUDGES
FOR 2013 BENEFIT YEAR (Personnel 8/15/12)

2012-09-251 **Human Resources**
RESOLUTION SETTING COMPENSATION FOR LIVINGSTON COUNTY
ELECTED OFFICIALS FOR YEARS 2013, 2014, 2015, & 2016 (Personnel
8/15/12)

2012-09-252 **Human Resources**
RESOLUTION AUTHORIZING THE SIGNING OF THE BLUE CROSS BLUE
SHIELD OF MICHIGAN ADMINISTRATIVE SERVICES CONTRACT (ASC)
MOS WEEKLY WIRE PROGRAM

2012-09-253 **Planning**
NaCo VIDEO PROMOTION PROGRAM

2012-09-254 **Administration**
RESOLUTION TO AMEND RESOLUTION NUMBER 2012-08-241
RESOLUTION TO AMEND FISCAL-YEAR 2012 BUDGET – County
ADMINISTRATION

2012-09-255 **Building Inspections**
RESOLUTION AUTHORIZING THE BUILDING OFFICIAL TO APPROACH
BRIGHTON AREA SCHOOLS FOR BUILDING INSPECTION SERVICES –
Building Department

12. CALL TO THE PUBLIC

13. ADJOURNMENT

NOTE: The Call to the Public appears twice on the Agenda:
once at the beginning and once at the end. Anyone wishing to address the Board may do so at these times.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING, August 29, 2012
CONFERENCE RM 1, 304 E. Grand River, Howell, MI

The meeting was called to order by the Chairperson, Maggie Jones, at 7:50 a.m.

All rose for the Pledge of Allegiance.

Roll call by the Clerk indicated the presence of a quorum as follows:

Present: Maggie Jones (1), Jim Mantey (2), David Domas (3), Ronald VanHouten (4), Jay Drick (5), Steven Williams (6), Carol Griffith (7), Dennis Dolan (8), John E. LaBelle (9)

Absent: None

Also present: Jennifer Nash, Jamie Palmer (Treasurer), Jeff Boyd (Ambulance), Mike Kinaschuk, Lisa Harvey (911), Jennifer Palmbo (Human Resources), Belinda Peters (Administration), Cindy Catanach (Finance), Margaret M. Dunleavy, Debbie Warden

Agenda. It was moved by Commissioner LaBelle to accept the agenda, as printed. Seconded by Commissioner VanHouten. MOTION CARRIED, 9-0-0.

Claims. It was moved by Commissioner LaBelle to accept the Finance Committees recommendation for approval of claims dated August 29, 2012. Seconded by Commissioner Griffith. MOTION CARRIED, 9-0-0.

Payables. It was moved by Commissioner VanHouten to accept the Finance Committees recommendation for approval of payables for August 9 through August 24, 2012. Seconded by Commissioner Griffith. MOTION CARRIED, 9-0-0.

Call To The Public. No response.

Adjournment. It was moved by Commissioner Williams that the meeting be adjourned. Seconded by Commissioner Mantey. MOTION CARRIED, 9-0-0.

The meeting was adjourned at 7:51 a.m.

Margaret M. Dunleavy
Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING, August 20, 2012
COMMISSIONERS CHAMBERS, 304 E. Grand River, Howell, MI

The meeting was called to order by the Chairperson, Maggie Jones, at 7:30 p.m.

All rose for the Pledge of Allegiance.

Roll call by the Clerk indicated the presence of a quorum as follows:

Present: Maggie Jones (1), Jim Mantey (2), David Domas (3), Ronald VanHouten (4), Jay Drick (5), Steven Williams (6), Carol Griffith (7), Dennis Dolan (8), John E. LaBelle (9)

Absent: None

Also present: Peter Cohl (Counsel), Jim Rowell (Building Dept.), Paul McNamara (IT), Cindy Catanach (Finance), Margaret M. Dunleavy, Debbie Warden

Correspondence. It was moved by Commissioner Williams to accept and place on file the correspondence from Otsego County. Seconded by Commissioner LaBelle. MOTION CARRIED, 9-0-0.

Call To The Public. No response.

Minutes. It was moved by Commissioner Griffin to accept the minutes of the regularly scheduled meeting of August 6th and 15th, along with closed session minutes on August 6th. Seconded by Commissioner Williams. MOTION CARRIED, 9-0-0.

Tabled Items. None.

Agenda. It was moved by Commissioner Mantey to accept the agenda as printed. Seconded by Commissioner Dolan. MOTION CARRIED, 9-0-0.

Reports. Jim Rowell, Building Department, is seeking approval to go to the school board and ask to take over doing repairs to the facilities in Brighton. They will do a comparison study of their fees but they will probably use the states schedule. They will be asking the school board to keep the projects in this county. Building department is capable of doing work and county inspectors would do all inspections. Report is to go to Infrastructure and Development and then Finance before the county can take action. Commissioner LaBelle moved that the building department proceed with study to compare our fees versus state fees. Seconded by Williams. MOTION CARRIED, 9-0-0.

Resolutions. Commissioner Dolan presented Resolution No. 2012-08-238, Resolution To Approve The Hiring Of A Part-Time Judicial Clerk And Make A Temporary Records Retention Clerk Permanent-County Clerk, and moved its adoption. Seconded by Commissioner Drick. MOTION CARRIED, 9-0-0.

Commissioner VanHouten presented Resolution No. 2012-08-239, Resolution Approving An Amendment To The Contract Between Krug Hilltop Ford, Now Bob Maxey Ford Of Howell, And Livingston County For Maintenance And Repairs For County-Owned Fleet Vehicles-Motor Pool, and moved its adoption. Seconded by Commissioner Williams. MOTION CARRIED, 9-0-0.

Commissioner Domas presented Resolution No. 2012-08-240, Resolution Approving The Filling Of A Vacant Full Time Clerk Position In The Friend Of The Court-Friend Of The Court, and moved its adoption. Seconded by Commissioner Dolan. MOTION CARRIED, 9-0-0.

Commissioner Mantey presented Resolution No. 2012-08-241, Resolution To Amend The Fiscal Year 2012 Budget-County Administration, and moved its adoption. Seconded by Commissioner Griffith. MOTION CARRIED, 9-0-0.

Commissioner Williams presented Resolution No. 2012-08-242, Resolution Authorizing An Intergovernmental Agreement With Oakland County To Provide Website Hosting And Project Management Services For A Redesigned Livingston County Website-Information Technology, and moved its adoption. Seconded by Commissioner VanHouten. MOTION CARRIED, 7-2-0. (Nay: Domas, Drick)

Commissioner Williams presented Resolution No. 2012-08-243, Resolution Authorizing A Contract With Rightpoint Consulting, LLC For A Taxonomy And Governance Study To Be Used As The Foundation For A Redesigned Livingston County Website-Information Technology, and moved its adoption. Seconded by Commissioner Mantey. MOTION CARRIED, 8-1-0. (Nay: Domas)

Adjournment. It was moved by Commissioner Domas that the meeting be adjourned. Seconded by Commissioner Griffith. MOTION CARRIED, 9-0-0.

The meeting was adjourned at 8:00 p.m.

Margaret M. Dunleavy
Livingston County Clerk

RESOLUTION

NO:

2012-09-244

LIVINGSTON COUNTY

DATE:

September 4, 2012

**RESOLUTION AUTHORIZING A BLANKET PURCHASE ORDER (BPO) TO PSYBUS
PSYCHOLOGICAL CONSULTANTS – 9-1-1 CENTRAL DISPATCH / EMERGENCY
MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY
COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS**

WHEREAS, central dispatch engages the services of Psybus Psychological Consultants of Southfield, MI to conduct evaluations of applicants to ascertain their fitness for the position of dispatcher; and,

WHEREAS, central dispatch was administratively authorized a BPO No. 0112-41 for this purpose in the amount of \$4,100 covering the costs of filling an estimated six vacancies at \$585 per evaluation; and,

WHEREAS, central dispatch has exceeded BPO No. 0112-41 to date by over \$3,500 filling 2012 vacancies; and,

WHEREAS, central dispatch must fill at least four more vacancies during 2012, for which additional psychological evaluations are scheduled and anticipated; and,

WHEREAS, central dispatch has sufficient funds within it 2012 budget for this purpose.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes a 2012 BPO to Psybus Psychological Consultants in the amount of \$14,000.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
**911 CENTRAL DISPATCH/
EMERGENCY MANAGEMENT DEPARTMENT**

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

Memorandum

To: Infrastructure & Development and Public Safety Committee,
Finance Committee,
Board of Commissioners

From: Donald T. Arbic, Director

Date: August 16, 2012

Re: Blanket Purchase Order, Psybus

The 9-1-1 Central Dispatch/Emergency Management Department uses the services of Psybus Psychological Consultants of 29201 Telegraph Road, Suite 600, Southfield, MI to conduct applicant psychological evaluations to ascertain their fitness for the dispatcher position.

Central Dispatch was previously authorized administrative Blanket Purchase Order (BPO) No. 0112-41 in the amount of \$4,100 for 2012 psychological evaluations based on an estimate the department would fill as many as eight vacancies during 2012. The department filled eight vacancies this year, but in so doing exceeded the existing BPO by over \$3500. It must fill at least four more vacant positions this year.

The department, therefore, seeks a resolution from the Board of Commissioners authorizing a Psybus BPO in the amount \$14,000 for 2012. There are sufficient funds in the department's 2012 budget for this purpose.

RESOLUTION

NO: 2012-09-245

LIVINGSTON COUNTY

DATE: September 2, 2012

**RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION 2012-02-029 – 9-1-1
CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE &
DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF
COMMISSIONERS**

WHEREAS, February 6, 2012, the Livingston County Board of Commissioners approved Resolution 2012-02-029 authorizing a Blanket Purchase Order (BPO) to Fifer Investigations in the amount of \$20,000 for conducting dispatcher applicant background investigations; and,

WHEREAS, the dollar amount was estimated as central dispatch filling six to eight vacancies throughout the year; and,

WHEREAS, the department must fill 12 or more vacant positions during 2012; and,

WHEREAS, the previously authorized dollar amount has been exceeded and at least four positions remain to be filled; and

WHEREAS, additional background investigation are both underway and anticipated; and

WHEREAS, funds are available in the 2012 central dispatch budget to pay for additional background investigations.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes amendment of Resolution 2012-02-029 raising the BPO amount from \$20,000 to \$35,000.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
**911 CENTRAL DISPATCH/
EMERGENCY MANAGEMENT DEPARTMENT**

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

Memorandum

To: Infrastructure & Development and Public Safety Committee,
Finance Committee,
Board of Commissioners

From: Donald T. Arbic, Director

Date: August 16, 2012

Re: Amend Blanket Purchase Order, Fifer Investigations

February 6, 2012, the Board of Commissioners approved Resolution 2012-02-029 authorizing a blanket purchase order to Fifer Investigations for conducting dispatcher applicant background investigations. Writer estimated the dollar amount required at \$20,000 to fill the estimated six to eight vacancies expect throughout the year. The department experienced an unusually high turn-over rate during 2012, finding it necessary to fill at least a dozen vacancies, only eight of which have been filled at this writing.

Therefore, it is necessary to request amendment of the aforementioned Resolution authorizing an increase in the blanket purchase order amount from \$20,000 to \$35,000. There are sufficient funds available in the department's 2012 budget for the increase.

RESOLUTION

NO:

2012-09-246

LIVINGSTON COUNTY

DATE:

September 4, 2012

**RESOLUTION AUTHORIZING PURCHASE OF REPLACEMENT MOBILE RADIOS – 9-1-1
 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE &
 DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF
 COMMISSIONERS**

WHEREAS, Livingston County’s public safety agencies have 113 obsolete mobile radios deployed in their vehicle fleets; and,

WHEREAS, majority of these radios will remain in service for several more years before an unpredictable failure renders them unusable; and,

WHEREAS, failed obsolete radios may not be repairable, potentially taking a valuable emergency vehicle out-of-service until the radio is replaced; and,

WHEREAS, spare radios can be purchased from the state of Michigan’s contract with Motorola Solutions, Inc., and held on-hand to fill an immediate need; and,

WHEREAS, sufficient funds are available in the central dispatch department’s 2012 budget.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes the purchase of up to ten (10) spare mobile radios kits from Motorola Solutions, Inc., pursuant to state contract pricing for a sum not to exceed \$50,000.

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MOVED:
 SECONDED:
 CARRIED:



LIVINGSTON COUNTY, MICHIGAN
**911 CENTRAL DISPATCH/
EMERGENCY MANAGEMENT DEPARTMENT**

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

Memorandum

To: Infrastructure & Development and Public Safety Committee,
Finance Committee,
Board of Commissioners

From: Donald T. Arbic, Director

Date: August 16, 2012

Re: Purchase Spare Mobile Radios

Livingston County's public safety agencies have 113 obsolete 800 MHz mobile radios deployed in a wide assortment of emergency and non-emergency vehicles. The oldest of these radios were manufactured in 1997, the newest in 2002. The failure rate of these radios is low. Some may yet see years of continued service. However, if a failure occurs, availability of parts may determine if the radio can be repaired by a local shop¹. An arrangement has been made with ComSource, the county's radio service provider, to repair locally whenever possible. Un-repairable radios will be cannibalized for parts.

It became evident while preparing the 2013 budget the department's fixed costs increase next year. This will necessitate the department cease purchase of new or replacement mobile computing equipment and preclude wholesale obsolete portable and mobile radio swap-outs.

The department can best fulfill its historic support of public safety communications by continuing to provide preventive maintenance, as-needed repair service and replace only un-repairable obsolete radios.

When a radio will fail is unpredictable. The department maintains a small inventory of new spare radios to ensure a vitally important emergency vehicle is not taken out of service for want of a radio. Given soon-to-impact budget restrictions, the department seeks authority to order up to ten spare mobile radios in four models pursuant to state of Michigan contract pricing for a sum not to exceed \$50,000 to build up its spares inventory sufficiently for two years.

¹ Motorola's factory depot service will no longer accept these radios.

RESOLUTION

NO:

2012-09-247

LIVINGSTON COUNTY

DATE:

September 4, 2012

RESOLUTION TO APPROVE AGREEMENT WITH THE UNUM FOR EMPLOYEE VOLUNTARY INTEREST SENSITIVE WHOLE LIFE INSURANCE BENEFIT - HUMAN RESOURCES *(Personnel 8/15/12)*

WHEREAS, Livingston County provides life, short and long-term disability insurance coverage for their employees through Unum; and

WHEREAS, Unum provides savings over our previous carrier and guaranteed those rates through December 31, 2015; and

WHEREAS, the contract also provides a discounted access to Bswift, an on line enrollment system; and

WHEREAS, Unum has proposed adding Interest Sensitive Whole Life Insurance to its voluntary product mix which was well received by employees in Unum's initial year in 2012.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes an agreement with Unum to provide employee voluntary interest sensitive whole life insurance coverage to Livingston County employees.

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners be authorized to sign all documents and necessary agreements upon approval as to form by Civil Counsel.

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MOVED:

SECONDED:

RESOLUTION

NO:

2012-09-248

LIVINGSTON COUNTY

DATE:

September 4, 2012

RESOLUTION TO AUTHORIZE BENEFIT TECHNOLOGIES TO CONDUCT OPEN ENROLLMENT MEETINGS WITH LIVINGSTON COUNTY EMPLOYEES

Personnel Committee 8/15/12 – Finance 8/29/12 – Full Board 9/4/12

WHEREAS, the use of a third party benefits enrollment company can provide maximum service and availability to employees; and

WHEREAS, UNUM provides the BSwift system and recommends Benefits Technologies as the benefits enrollment company for Livingston County's 2013 open enrollment; and

WHEREAS, there will be no direct cost to Livingston County for these services which will include the preparation of enrollment booklets; and

WHEREAS, the Personnel Sub-Committee and Finance Committee have reviewed this resolution and recommend approval by the Board of Commissioners.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves Benefits Technologies LLC. to provide benefit enrollment services to our employees for 2013 open enrollment and authorizes the Chair to sign any agreement or document necessary to effectuate this agreement, upon approval as to form by civil counsel.

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MOTION:

SECOND:

MOVED:

LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF ENTER DEPARTMENT NAME

Enter Address Here
Phone Enter Phone **Fax** Enter FAX
Web Site: co.livingston.mi.us

Robert J. Smith, SPHR
Benefits Specialist
304 East Grand River Suite 205
Howell, MI 48843
517-840-8793
bsmith@co.livingston.mi.us

The logo for Livingston County Human Resources is a black rectangle with the text "Livingston County Human Resources" in white, sans-serif font.

To: Livingston County Board of Commissioners
From: Bob Smith
Date: August 31, 2012
Re: Benefits Technologies Enrollment Agreement

Per Resolution #2011-08-217, the Board of Commissioners approved an agreement with Unum for life, short term disability, and long term disability, as well as a service agreement with BSwift.com for on line benefits enrollment. The 2012 open enrollment process involved face to face meetings with enrollment agents who described the benefits available and answered any questions the employee or spouse might have had.

This year, as part of our transition from an all paper system to employee on-line self service enrollment, we will again offer employees face to face enrollment agents. However, employees will also have the choice to enroll in their 2013 benefits by contacting a call center or by enrolling themselves on-line.

Unum has recommended we utilize Benefits Technologies, out of Royal Oak, Michigan for the 2013 open enrollment process. We have met with the president and are satisfied that they will meet our needs. Benefit Technologies will also provide us with two (2) versions of the open enrollment booklets (one for unionized employees, one for non-union employees highlighting the proposed Wellness Plan if approved) There are no fees charged to Livingston County. Costs are paid from commissions earned from sale of UNUM products. An agreement is however necessary to outline the terms of the agreement for service.

RESOLUTION

NO:

2012-09-249

LIVINGSTON COUNTY

DATE:

September 4, 2012

RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL AND TRAINING FOR FOUR (4) COUNTY EMPLOYEES AT THE 2012 ANNUAL SUGA MIDWEST USER'S GROUP CONFERENCE IN ILLINOIS – SHERIFF DEPARTMENT, 9-1-1 CENTRAL DISPATCH/EMERGENCY MANAGEMENT, PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONS

- WHEREAS,** the Livingston County Public Safety System (LCPSS) is being revised and updated on a regular basis by the developer, SunGard OSSI; and
- WHEREAS,** the LCPSS has an administration team composed of representatives from the Sheriff and Central Dispatch Departments responsible for system upgrades, software configuration, maintenance, training, and end users; and
- WHEREAS,** the central dispatch department requires an in-house alternate to the system administration team trained on the day-to-day tasks of maintaining the computer aided dispatch system; and
- WHEREAS,** SunGard recommends agency system administrators attend their annual users group conference to receive training, gain knowledge and network with other administrators; and
- WHEREAS,** in accordance with the County's Travel Policy, the 9-1-1 Central Dispatch and Sheriff Departments are requesting approval from the Board of Commissioners to send Lisa Beth Harvey and Joni Stidham of central dispatch, and Sergeants Robert Marshall and Jeff Leveque to the out-of-state 2012 Midwest Conference for in-service training; and
- WHEREAS,** the Midwest Conference for SunGard Public Safety Sector Users' Group Association is being held in Oak Park, Illinois on September 16 through September 19, 2012; and
- WHEREAS,** the cost for conference registration is \$200 per department, plus estimated travel expenses of \$1000 per department for a total cost authorization not to exceed \$1,200 per department; and
- WHEREAS,** funding for Lisa Beth Harvey and Joni Stidham's travel and training is available through the 9-1-1 Central Dispatch Budget; and
- WHEREAS,** funding for Sgt. Bob Marshal and Sgt. Jeff Leveque's travel and training is available through the Livingston County Sheriff's training fund.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners hereby approves and authorizes out-of-state travel for Lisa Beth Harvey, Joni Stidham, Sgt Bob Marshall and Sgt. Jeff Leveque to attend the 2012 Midwest Conference for SunGard Public Sector Users' Group Association in Oak Park, Illinois on September 16 through September 19, 2012.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
**911 CENTRAL DISPATCH/
EMERGENCY MANAGEMENT DEPARTMENT**

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

Memorandum

To: Infrastructure & Development and Public Safety Committee,
Finance Committee.
Board of Commissioners

From: Donald T. Arbic, Director

Date: August 16, 2012

Re: Out-of-state Travel and Training

The Livingston County Public Safety System (LCPSS) is administered by a team of five county employees from the Information Technology, Sheriff and Central Dispatch Departments. SunGard OSSI, LCPSS developer, regularly upgrades, updates and evolves its system to meet the changing needs of their customers.

The System Administration (SA) Team in Livingston County is responsible for receiving, testing, installing, implementing and troubleshooting updates from SunGard OSSI, and then end-user training. SunGard OSSI recommends system administrators regularly attend its SUGA conferences for in-service training and end-user networking to remain current with the updates it disseminates.

The next SUGA conference is in Oak Park, Illinois September 16–19, 2012. The sheriff department requests permission to send Sergeants LeVeque and Marshall. Central dispatch requests permission to send Lisa Beth Harvey and Joni Stidham. LeVeque, Marshall and Harvey are members of the SA team. Stidham has begun in-house training on the computer aided dispatch (CAD) system. SUGA conference attendance will advance her training and knowledge sufficiently for Ms. Stidham to serve as Lisa Beth Harvey's back-up.

Registration and travel costs are estimated at \$600 per person. Funds are available in the central dispatch and sheriff department training budgets for this travel and training.

RESOLUTION

NO: 2012-09-250

LIVINGSTON COUNTY

DATE: September 4, 2012

RESOLUTION TO APPROVE A PILOT EMPLOYEE WELLNESS PROGRAM FOR NON-UNION EMPLOYEES, ELECTED OFFICIALS, AND JUDGES FOR 2013 BENEFIT YEAR

WHEREAS, Governor Snyder's Michigan Health and Wellness 4 x 4 Plan advocates preventing and managing chronic disease through practicing healthy behaviors and knowing four key health measures; and

WHEREAS, the four healthy behaviors featured in the 4 x 4 plan are: maintain a healthy diet, engage in regular exercise, get an annual physical examination, and avoid all tobacco use and exposure; and

WHEREAS, the four key health measures of the 4 x 4 plan are: body mass index (BMI), blood pressure, cholesterol level, and blood glucose level; and

WHEREAS, prevention activities such as appropriate medical screening and control of medical risk factors are important steps to save lives, reduce disability, and lower healthcare costs; and

WHEREAS, this pilot employee wellness program promotes the four healthy behaviors and incentivizes employees to become aware of their four key health measures; and

WHEREAS, the program is consistent with best practices in the area of employee wellness programs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Human Resources Department to institute an employee wellness program for all non-union employees, elected officials, and judges, without regard to their enrollment in Blue Cross Blue Shield of Michigan, as described below:

1. A comprehensive wellness program shall be instituted as a pilot effective January 1, 2013, utilizing Blue Cross/Blue Shield of Michigan (BCBSM) as the administrator for the Health Risk Assessment, Physician Health Screening form, individual coaching, and other wellness related functions, including Quit the Nic, a smoking cessation program.
2. Employees who complete the Health Risk Assessment and Physician Health Screening form and properly submit them to Blue Cross/Blue Shield of Michigan by March 30, 2013 shall receive \$100, paid through payroll as a taxable benefit per IRS regulations.

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3. In order to engage employees year-round in wellness activities, employees may receive up to \$500 for wellness related reimbursements in 2013, paid through payroll as a taxable benefit per IRS regulations. Wellness related reimbursements will be provided upon submission of an original receipt of the following types of items and activities: gym memberships, exercise, yoga, or meditation sessions, therapeutic massage, weight watchers or similar weight reduction program, smoking cessation program, flu shots, pedometer, sports league fees, exercise or sports equipment, including tennis or athletic shoes.
 4. Subject to reaching an agreement with MyNutratek.com, we will make available to employees this on-line resource to support their wellness activities.
 5. On site, one on one sessions will be provided for employees at no or low cost with local providers and health educators to confidentially discuss wellness related concerns.
 6. On going employee wellness education will be communicated to employees utilizing BCBSM education pieces.

BE IT FURTHER RESOLVED that the interpretation and operation of the benefits outlined above are within the sole discretion of the Livingston County Board of Commissioners and the benefits outlined above may be added to, expanded, reduced, deleted, or otherwise modified by the County Board and such modifications shall be solely within the discretion of the Livingston County Board of Commissioners.

BE IT FINALLY RESOLVED that the Chair of the Livingston County Commissioners is authorized to sign any and all documents needed to effectuate this program.

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MOVED:

SECONDED:

CARRIED:

Jennifer Palmbos, Human Resources/Labor Relations Director
304 East Grand River Suite 205
Howell, MI 48843
517-540-8793
jpalmbos@co.livingston.mi.us

Livingston County
Human Resources

Memo

To: Livingston County Board of Commissioners
From: Jennifer Palmbos, Human Resources/Labor Relations Director
Date: August 31, 2012
Re: Wellness 2013

Our proposed Livingston County Wellness Program is a self-administered incentive based wellness plan. Participation is defined as non-union, full-time and part-time employees, without regard to their enrollment in our Blue Cross Blue Shield of Michigan medical plan.

The Livingston County Wellness Program integrates each of the National Committee for Quality Assurance's standards for wellness programs, NCOA's standards are considered best practices in the area of wellness. This program also meets the Governor's guidelines for wellness programs.

The real value of any wellness plan is not in immediate returns but rather from long-term changes in behavior, healthier lifestyles, and appropriate use of the health care system.

LIVINGSTON COUNTY WELLNESS PROGRAM SUMMARY

The Livingston County Wellness Program will be administered both in house and by BCBSM, our current health, dental, and vision plans administrator.

Communication with our employees will be key to the program's success and sustainability. Employees will be required to complete a BCBSM Health Appraisal with a Physician Health Screening form within the first 90 days of the program term. In turn, the employee will receive a \$100 taxable incentive payment. This will supply the County with a de-identified, aggregate report of employee serious health concerns so we may structure future wellness efforts and health care plan designs on the areas of greatest need.

Health Appraisal with Physician Health Screening form works to the employee's benefit in several ways:

- Connects the employee and spouse with their Primary Care Physician
- Confidentially evaluates employee and spouse on key areas of health such as blood pressure, blood sugar, body mass index (BMI), and cholesterol.¹
- Identifies medical risks and connects them with a BCBSM Health Coach who can inform the employee and spouse of such risks and suggest ways to better manage their condition.

BCBSM will generate activity reports measuring participation from returning Health Appraisals and Physician Health Screening forms.

In order to engage employees year-round in wellness activities, employees will be offered a \$500 reimbursement for wellness related activities, including reimbursement for gym dues, fitness classes, weight loss classes, and fitness equipment.

Further, we will schedule on site, one on one, sessions with local providers in areas of health interest.

These are the initial proposed offerings, however in order to be successful we will need to be responsive to user feedback.

We are also exploring new avenues for wellness integration including myNutratek.com which was recently adopted by Howell and Brighton Public Schools.

¹ These indicators were recognized as key in Governor Snyder's Special Message on Health and Wellness, September 14, 2011.

Livingston Wellness Program
Livingston County
Projected Costs

	# of Employees	Cost per Employee	Projected Participation			
			35%	50%	70%	100%
2 Health Care Assessment						
Full Time Non Union Employees	228	\$ 100	\$ 7,980	\$ 11,400	\$ 15,960	\$ 22,800
Part Time Non Union Employees	34	\$ 100	\$ 1,190	\$ 1,700	\$ 2,380	\$ 3,400
Total	262		\$ 9,170	\$ 13,100	\$ 18,340	\$ 26,200

	Max per Employee	Projected Participation				
		35%	50%	70%	100%	
3 Wellness Related Reimbursements						
Full Time Non Union Employees	228	\$ 500	\$ 39,900	\$ 57,000	\$ 79,800	\$ 114,000
Part Time Non Union Employees	34	\$ 500	\$ 5,950	\$ 8,500	\$ 11,900	\$ 17,000
Total	262		\$ 45,850	\$ 65,500	\$ 91,700	\$ 131,000

4 MyNutatek.com Online resources

	Per contract per month	Monthly	Annual	Plus Admin and Options
BCBS Wellness Bundle	183 \$ 3.99	\$ 730	\$ 8,762	
Quit the Nic			\$ 220	
			\$ 8,982	

70% Participation Expense	\$ 119,022
BCBSM Anticipated Annual Return on Investment in Years 2 and 3	\$ 476,088

RESOLUTION

NO: 2012-09-251

LIVINGSTON COUNTY

DATE: September 4, 2012

RESOLUTION SETTING COMPENSATION FOR LIVINGSTON COUNTY ELECTED OFFICIALS FOR YEARS 2013, 2014, 2015, & 2016 *(Personnel 8/15/12)*

WHEREAS, Plante & Moran conducted a wage study in 2004 systematically utilizing established practices with regard to job evaluations, gathering market data, and applying their findings via standard methodology; and

WHEREAS, since that time, the Board of Commissioners has passed other resolutions affecting Elected Official compensation, including across the board increases, Classification and Compensation Administrative Guidelines, and in 2009, an across the board pay decrease of -2.5% affecting all new hires after November 1, 2009; and

WHEREAS, however, since an Elected Official's salary cannot be reduced during their term pursuant to MCL 45.421(1), this is the first opportunity to implement the across the board wage decrease; and

WHEREAS, the scales below apply the -2.5% salary reduction who Elected Officials whose initial term of office commences January 1, 2013:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Prosecuting Attorney	\$116,707	\$120,317	\$124,038	\$127,874
Sheriff	98,993	102,055	105,211	108,465
Drain Commissioner	74,285.31	76,992.45	79,783.31	82,660.48
DPW	12,914.27	12,914.27	12,914.27	12,914.27
County Clerk	81,278	83,792	86,383	89,055
Treasurer	74,655	77,169	79,761	82,432
General Ledger	6,456.89	6,456.89	6,456.89	6,456.89
Register of Deeds	76,042	78,393	80,818	83,317
Remonumentation Admin.	8,970	8,970	8,970	8,970

WHEREAS, the 2016 step of the above scale represents the current salary for each Elected Official minus 2.5% consistent with Resolution #2009-10-316; steps for years 2014-2016 are each 3% below the step above it consistent with the Classification and Compensation Administrative Guidelines; the four (4) step scale is consistent with the length of a term of office; and

WHEREAS, an Elected Official who is the office prior to passage of this Resolution and new salary scale shall continue at their current salary; and

WHEREAS, an Elected Officials who assumes the office for the first time after December 31, 2012 and who was not previously eligible for the County benefits plan shall be eligible for benefits consistent with Resolution #2009-10-316 and Resolution #2009-07-222; and

WHEREAS, the Personnel Sub-Committee and the Finance Sub-Committee have reviewed the recommended salary schedule for the Elected Officials and recommends the approval.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the recommended salary schedule as described above effective 1/1/13 through 12/31/2016 for Elected Officials whose initial term of office commences January 1, 2013. An Elected Official who is in the office on or before December 31, 2012 shall continue at their current salary which is described as attached.

BE IT FURTHER RESOLVED an Elected Official who assumes the office for the first time after December 31, 2012 and who was not previously eligible for the County benefits plan shall be eligible for benefits consistent with Resolution #2009-10-316 and Resolution #2009-07-222.

BE IT FURTHER RESOLVED Elected Officials will be treated consistently with the non-union employees as they become eligible for across-the-board wage increases as approved by the Board of Commissioners to maintain their relative positions within the County classification structure.

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MOVED:

SECONDED:

CARRIED:

Livingston County
2012 Salary Schedule for Elected Officials

Judges	\$139,919.00
Prosecutor	\$131,153.02
Sheriff	\$111,246.20
Drain Commissioner (incl. Drain DPW of \$13,245.40)	\$ 98,365.01
County Clerk	\$91,338.26
Treasurer (incl. Genl. Ledger of \$6622.64)	\$91,338.26
Register of Deeds (excludes Remonumentation Admin.)	\$85,483.84 9,200.00
Board Chair	\$18,114.00
Vice Chair	\$16,024.00
Board Member	\$15,325.00

RESOLUTION

NO: 2012-09-252

LIVINGSTON COUNTY

DATE: September 4, 2012

RESOLUTION AUTHORIZING THE SIGNING OF THE BLUE CROSS BLUE SHIELD OF MICHIGAN ADMINISTRATIVE SERVICES CONTRACT (ASC) MOS WEEKLY WIRE PROGRAM - Human Resources

WHEREAS, Blue Cross and Blue Shield of Michigan is converting to a new operating system, the Michigan Operating System (MOS) which requires a new administrative services contract; and

WHEREAS, special legal counsel who advises the County relative to Blue Cross Blue Shield of Michigan has advised certain changes to the agreement which Blue Cross Blue Shield has agreed to and has integrated into this contract.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the attached Administrative Services Contract – MOS Weekly Wire Program after approval as to form by civil counsel.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY ADMINISTRATION

304 E. Grand River, Howell, MI 48843

Phone (517) 540-8790

Web Site: <http://www.co.livingston.mi.us>

MEMORANDUM

TO: BOARD OF COMMISSIONERS

FROM: JENNIFER PALMBOS, HUMAN RESOURCES/ LABOR RELATIONS DIRECTOR

**RE: BLUE CROSS BLUE SHIELD ADMINISTRATIVE SERVICES AGREEMENT MOS
WEEKLY WIRE PROGRAM**

DATE: AUGUST 1, 2012

Attached, please find the resolution and Administrative Services Agreement – MOS Weekly Wire Program, including Schedule B. This contract is an amended version based on legal counsel's advice. Blue Cross agreed to our changes as they relate to group audits and Additional Administrative Compensation.

The County will be migrated to Blue Cross's new software platform during September 2012.

Should you have any questions, please do not hesitate to ask.

Administrative Services Contract –MOS Weekly Wire Program

Livingston County

This Contract commences on the Effective Date and is made between Blue Cross Blue Shield of Michigan, a Michigan non-profit health care corporation, with offices at 600 Lafayette East, Detroit, Michigan 48226-2998 (“BCBSM”) and Livingston County with offices at 304 E Grand River, Suite 205, Howell, MI 48843 (“Group”), as the plan sponsor and administrator of its group health care plan.

BCBSM and Group have agreed that BCBSM shall administer Claims processing for Group’s Health Care Plan. This Contract sets forth the administrative responsibilities of BCBSM and Group’s financial responsibilities with respect to the administration of the Health Care Plan.

BCBSM and Group agree as follows:

ARTICLE I
DEFINITIONS

- A. “Amounts Billed” means the amount that Group shall reimburse and pay BCBSM for Claims which have been processed and paid by BCBSM or another BCBS Plan under the terms of this Contract.
- B. “BCBS Plan” means a company that has been licensed by BCBSA.
- C. “BCBSA” means the Blue Cross and Blue Shield Association.
- D. “BlueCard Program” means the national program established by BCBSA under which Enrollee Claims are processed by BCBS Plans when Enrollees receive health care services outside of the geographic area that BCBSM serves. BCBSA mandates the policies, procedures and disclosures of the BlueCard Program and amends them from time to time. Schedule B sets forth BCBSA's required disclosures for the BlueCard Program and is incorporated into this Contract. If BCBSA amends the disclosures, such amendments shall automatically become a part of this Contract upon BCBSM giving 60 days prior written notice to Group.
- E. “Claim” means a request for payment for a health care service provided to an Enrollee, with an incurred date for the service during the term of this Contract.
- F. “Contract” means this Administrative Services Contract (ASC) – Weekly Wire Program, as may be amended from time to time, and any Schedules, Parts, Exhibits and Addenda attached hereto and incorporated herein by reference.
- G. “Contract Year” means the period from the Effective Date to the first Renewal Date, or the period from one Renewal Date to the next Renewal Date. If termination occurs other than at the end of a Contract Year, Contract Year means that period from the Effective Date or the most recent Renewal Date through the date of termination.
- H. “Coverages” means the health care benefits set forth in Part C - Group Enrollment and Coverage Agreement, which is incorporated into this Contract.
- I. “Effective Date” means the date that Group is migrated to BCBSM's Michigan Operating System.
- J. “Employee” means the following which are eligible and enrolled for Coverage: (i) employees as designated by Group; (ii) retirees and their surviving spouses as designated by the Group; and (iii) COBRA beneficiaries.
- K. “Enrollee” means an individual that Group enrolled in Group's Health Care Plan, either as an Employee or as a dependent of an Employee.

- L. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 USC 1101, et seq, and regulations promulgated thereunder.
- M. "Estimated Outstanding Liability (EOL)" means an estimate of the Group's liability for the amount of IBNR Claims which will be paid by BCBSM after the date of termination and which is the Group's obligation to pay pursuant to the provisions of this Contract.
- N. "Health Care Plan" means the Group's Health Care Plan.
- O. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, Public Law 104 -191 of 1996, et seq, and regulations promulgated thereunder.
- P. "IBNR Claims" means Claims which are incurred during the term of this Contract but have not been reported to the Group as Amounts Billed or paid and which remain the Group's liability.
- Q. "Quarterly Payment Period" means each three (3) month period, commencing on the Effective Date and continuing during the term of this Contract and includes the first three (3) months following the date of termination.
- R. "Renewal Date" means the date one year after the Effective Date, and the same date of every subsequent year. The Renewal Date may be changed by mutual agreement of BCBSM and Group.

ARTICLE II
GENERAL RESPONSIBILITIES

A. ERISA Standards.

If Group's Health Care Plan is subject to ERISA, it is understood and agreed that BCBSM is not the plan administrator or the plan sponsor as those terms are defined under ERISA. To the extent that Group has delegated to BCBSM the responsibility and discretionary authority to provide a full and fair review of a denied Claim, BCBSM agrees only to be the named fiduciary of the decision denying the Claim as contemplated by 29 USC 1133. Any determination or interpretation made by BCBSM pursuant to this discretionary authority is binding on the Enrollee, Group, and BCBSM unless it is demonstrated that the determination or interpretation was arbitrary and capricious. Group retains all other responsibilities and duties under ERISA not specifically delegated to BCBSM.

The responsibilities of BCBSM are limited to providing administrative services for the processing and payment of Claims. BCBSM shall not be responsible for Group's failure to meet any of its financial obligations with respect to Group's Health Care Plan or Enrollee disclosures.

B. Eligibility and Enrollment.

Prior to the Effective Date, Group shall notify BCBSM of all Enrollees that will be covered by Group's Health Care Plan. During the term of this Contract, following agreed upon procedures, Group shall notify BCBSM of all changes in Group's Health Care Plan enrollment. Until BCBSM has been properly notified of changes to Group's Health Care Plan enrollment, BCBSM shall continue to process Claims for Enrollees as listed on BCBSM's computer membership programs. Group represents that any eligibility and status changes it requests are compliant with and permissible under applicable state and federal law, including the Patient Protection and Affordable Care Act; and, agrees that it will only request eligibility and status change requests that are compliant with and permissible under applicable state and federal law, including the Patient Protection and Affordable Care Act.

C. Claims Processing.

During the term of this Contract, Claims that are directly submitted to BCBSM shall be processed according to BCBSM's standard operating procedures. Claims that are directly submitted to a BCBS Plan shall be processed pursuant to the BlueCard Program.

D. Disputed Claims.

Group shall notify BCBSM in writing of any Claim that Group disputes within 60 days of Group's receipt of a paid Claims listing. BCBSM shall investigate such Claims and respond to Group within a reasonable time period. Upon BCBSM's request, Group shall execute any necessary documents that will allow BCBSM to recover any amounts that may be owed by a third party with respect to such disputed Claim. If BCBSM recovers any amount from a third party or if BCBSM determines that the disputed Claim is not Group's liability or is incorrect, then BCBSM shall give Group a credit for the recovered or corrected amount (reduced by any stop loss credits given by BCBSM relating to such disputed Claim) on a subsequent invoice.

E. Subrogation.

BCBSM shall be subrogated to all of Group's or an Enrollee's rights with respect to any Claim, however, BCBSM is not obligated to institute or become involved in any litigation concerning such Claim. BCBSM will use reasonable efforts to identify claims in which Group's Health Care Plan may have a subrogation or reimbursement interest. BCBSM will evaluate information provided by the Enrollee and other sources to determine whether a subrogation or reimbursement interest exists. BCBSM will not be obligated to undertake any such recovery litigation unless mutually agreed to by BCBSM and Group. Absent agreement, should Group elect to pursue such recovery litigation, BCBSM agrees to cooperate in Group's recovery efforts. BCBSM will remit to Group or its Health Care Plan the funds recovered from third parties, less any expenses it has incurred in the recovery effort. Group and Health Care Plan will assist BCBSM as will be reasonably necessary for BCBSM to carry out its duties under this provision. BCBSM may assign or subcontract a portion of its duties under this provision of the Contract to third parties.

Group authorizes BCBSM to act on behalf of Group in any health care class action litigation of which BCBSM has knowledge, including but not by way of limitation, drug manufacturer and product liability litigation. BCBSM will take reasonable steps to notify Group of such class action litigation. Group will notify BCBSM if Group desires to independently pursue its Claims and BCBSM will reasonably cooperate with Group. As part of BCBSM's subrogation duties, BCBSM will use reasonable efforts to identify Claims that may be included in such class action litigation. BCBSM may institute and participate in such class action litigation, however, Group acknowledges that BCBSM is not obligated to do so unless BCBSM and Group otherwise agree. Group will reasonably cooperate with BCBSM. BCBSM may assign or subcontract a portion of its duties under this section to third parties. Group authorizes BCBSM to settle or compromise any Claims and BCBSM will remit to Group any funds recovered, less any expenses that BCBSM has incurred in participation of such class action litigation.

F. Litigation.

If a third party initiates a claim, suit, or proceeding against the Plan, Group, or BCBSM relating to benefits payable under the Plan or any of the administrative services subject to this Contract ("Litigation"):

1. Each party shall provide prompt written notice of the Litigation to the other party if served with such Litigation.
2. After consultation between Group and BCBSM, if Group determines that the Litigation does not involve state tax issues, mandated benefit issues or the Litigation does not threaten to have a material adverse impact on Plan costs or administration, BCBSM shall select counsel and defend the litigation.
3. After consultation between Group and BCBSM, if Group determines that the Litigation involves state tax issues, mandated benefit issues or the Litigation threatens to have a material adverse impact on future Plan costs or administration, Group shall select counsel to defend the litigation and timely notify BCBSM of its selection.

4. Whenever Group or BCBSM is a party in any Litigation, regardless of who is obligated to defend the litigation, Group and BCBSM each reserve the right, at its own cost and expense, to retain counsel to protect its own interests.
5. Regardless of who is obligated to defend the litigation, Group and BCBSM shall fully cooperate with each other to provide all relevant information and documents within their respective control that are not subject to a privilege or confidentiality obligation; and to reasonably assist each other to defend, settle, compromise, or otherwise resolve the Litigation. Whenever either party is served with any Litigation, the party served shall take all steps necessary to prevent a default in the Litigation prior to determining which party will defend such Litigation.
6. When BCBSM is obligated to defend the Litigation, BCBSM shall have full authority to settle or compromise such Litigation, without Group's consent, unless:
 - a. \$50,000 or more is at issue in the Litigation;
 - b. State tax issues or mandated benefit issues are part of the Litigation and Group has requested BCBSM to defend the Litigation;
 - c. Settlement of the litigation could have a material adverse impact on future Plan costs or administration.

If Group's consent is required, such consent shall not be unreasonably withheld. If Group withholds consent for any reason and the final resolution of the Litigation is equal to or greater than a settlement or compromise proposed by BCBSM, Group shall pay the additional cost of any subsequent settlement, compromise or judgment including all of BCBSM's reasonable attorney fees and costs for proceeding with the Litigation.

7. When Group is obligated to defend the Litigation, Group shall have full authority to settle or compromise such Litigation without BCBSM's consent, unless BCBSM has notified Group that the Litigation may have a material adverse impact on BCBSM.

If BCBSM's consent is required, such consent shall not be unreasonably withheld. If BCBSM withholds consent for any reason and the final resolution of the Litigation is equal to or greater than a settlement or compromise proposed by Group, BCBSM shall pay the additional cost of any subsequent settlement, compromise or judgment including all of Group's reasonable attorney fees and costs for proceeding with the Litigation.

8. Subject to paragraph 6 above, when BCBSM is obligated to defend the Litigation, the cost and expenses of such defense shall be paid by BCBSM. The cost and expenses of such defense shall include reasonable attorney fees and other reasonable litigation costs, however, any settlement or payment for benefits or Claims shall be paid by Group.
9. Subject to paragraph 7 above, when Group is obligated to defend the Litigation, the cost and expenses of such defense shall be paid by Group. The cost and expenses of such defense shall include reasonable attorney fees and other reasonable litigation costs and any settlement or payment for benefits or Claims shall be paid by Group.

G. Group Audits.

Group, at its own expense, shall have the right to audit 100% of the Claims incurred under this Contract; however, audits shall not occur more frequently than once every twelve months and shall not include Claims from previously audited periods or Claims paid prior to the last 24 months. Both parties acknowledge that Claims with incurred dates over two years old may be more costly to retrieve and that it may not be possible to recover over-payments for these Claims; however, BCBSM shall use best efforts to retrieve such Claims.

All audits shall be conducted pursuant to BCBSM corporate policy and other requirements at the time of the audit. The parties acknowledge staffing constraints may exist in servicing concurrent Group
ASC Quarterly Settled – Weekly Wire MOS with Stoploss January 2012

initiated audits. Therefore after notice from Group requesting an audit, BCBSM will have 60 to 90 days, depending on scope and sample size, to begin gathering requested documentation and to schedule the on-site phase of the audit.

Sample sizes shall not exceed 300 Claims and shall be selected by the Auditor to meet standard statistical requirements (i.e., 95% Confidence Level; precision of +/- 3%). Group shall reimburse BCBSM for Claims documentation in excess of 300 Claims at \$20 per randomly selected claim and \$50 per focused or electronically selected Claim. However, reimbursement shall be waived for any agreed-upon Claims.

Following the on-site activity and prior to disclosing the audit findings to Group, the auditor shall meet with BCBSM Management and present the audit findings. BCBSM, depending upon the scope of the audit, shall be given a reasonable period of time to respond to the findings and provide additional documentation to the Auditor before the Auditor discloses the audit findings to the Group.

BCBSM shall have no obligation to make any payments to Group unless there has been a recovery from the provider, Enrollee, or third-party carrier as applicable. No adjustments or refunds shall be made on the basis of the auditor's statistical projections of sampled dollar errors. An audit error will not be assessed if the Claim payment is consistent with BCBSM policies and procedures, or consistent with specific provisions contained in this Contract or other written Group instructions agreed to by BCBSM.

Prior to any audit, Group and BCBSM must mutually agree upon any independent third party auditor that Group wishes to perform the audit. Additionally, prior to audit, Group and any third party auditor shall sign all documents BCBSM believes necessary for the audit which will, at a minimum, provide for: the scope of the audit; the costs for which BCBSM is to be reimbursed by Group; the protection of confidential and proprietary information belonging to BCBSM, and of any patient specific information; and the indemnification and hold harmless of BCBSM from any claims, actions, demands or loss, including all expenses and reasonable attorney fees, arising from any suit or other action brought by an individual or provider to the extent caused by Group or its auditor.

H. Disclosures.

Group shall disclose the following to Enrollees:

1. BCBSM services being provided.
2. BCBSM does not insure any Enrollees.
3. Group is responsible for the payment of Claims.
4. Group is responsible for changes in benefits.

I. Health Care Provider Interest.

Group acknowledges that various states have enacted prompt payment legislation with respect to the payment of Claims, and BCBSM or other BCBS Plans may have provider contracts that require the payment of interest on Claims in certain situations. If BCBSM invoices Group for interest required by statute or provider contracts, Group shall pay such interest.

J. Confidentiality.

The terms of this Contract and the items set forth below are confidential and shall not be disclosed or released to a third party without the prior written consent of BCBSM.

1. Claim Information
Enrollee personal or individually identifiable health information.
2. Provider Proprietary Information
Health care provider names, addresses, tax identification numbers, and financial amounts paid to such providers.

3. BCBSM and Other BCBS Plan Proprietary Information

BCBSM's or any other BCBS Plan's methods of reimbursement, amounts of payments, discounts and access fees; BCBSM's administrative fees and, if applicable, stop loss fees; those processes, methods, and systems developed for collecting, organizing, maintaining, relating, processing and transacting comprehensive membership, provider reimbursement and health care utilization data.

K. Health Care Provider Discounts.

1. BCBSM shall pass through in Amounts Billed any health care provider discounts (at the time the Claim is incurred) that BCBSM receives from its contracted providers, or from any BCBS Plan that has an arrangement with its health care providers where such providers are reimbursed an amount less than charges. Group shall pay Additional Administrative Compensation as set forth in Schedule A .
2. Amounts Billed for Claims processed through the BlueCard Program shall be calculated according to the BlueCard Program policies and procedures, as noted in Schedule B.
3. Group acknowledges that BCBSM or a BCBS Plan may have programs with providers such as quality improvement programs, incentive compensation arrangements, or other similar programs for which some portion of the cost may be payable from the amounts paid to providers or in which the provider is subject to performance or risk-based compensation, including but not limited to withholds, bonuses, incentive payments, provider credits, and member management fees. Often the compensation amount is determined after the medical service has been performed and after Group has been invoiced.

L. Coordination with Medicare.

Group shall timely notify BCBSM whether Medicare is the primary payer for Claims of any Enrollee. BCBSM shall change such Enrollee's eligibility record within 15 business days of BCBSM's receipt of Group's notice. Group shall indemnify and hold harmless BCBSM for any claim, demand, judgment, penalty or other liability that arises out of Group's failure to provide timely notice to BCBSM.

M. Certificate of Creditable Coverage.

Group shall notify BCBSM of any individual that is no longer covered by the Health Care Plan and BCBSM shall then issue a certificate of creditable coverage to such individual. Group shall indemnify and hold harmless BCBSM for any claim, demand, judgment, penalty or other liability that arises out of Group's failure to provide timely notice to BCBSM.

ARTICLE III
FINANCIAL RESPONSIBILITIES

A. Group Responsibilities.

Group shall be liable for all risks, financial obligations, Amounts Billed, hospital advances, administrative fees and any additional administrative compensation set forth in Schedule A, any late fees, any statutory court costs and attorney's fees awarded by a court to Enrollees; and all other liabilities which BCBSM may assume or which might otherwise attach with respect to the administration of Coverages pursuant to this Contract. Group shall make full payment and satisfaction to BCBSM for all amounts resulting from such risks, financial obligations, and liabilities.

B. Scheduled Payments by Group.

During the first two Quarterly Payment Periods of this Contract, Group shall pay to BCBSM each week the "Estimated Weekly Payment" which consists of (1) the pro rata cost of the Group's estimated Amounts Billed for the Quarterly Payment Period; (2) the pro rata costs of the Group's ASC Quarterly Settled – Weekly Wire MOS with Stoploss January 2012

estimated administrative charge and, if applicable, of the stop loss fees for the Contract Year; (3) the amount BCBSM determines necessary to maintain the prospective hospital reimbursement funding for the Quarterly Payment Period (“Michigan hospital advance”); and (4) any other amounts owed by the Group pursuant to this Contract. Thereafter, approximately thirty (30) days before each Quarterly Payment Period, BCBSM will notify Group of any adjustments in the above amounts to be paid during the next Quarterly Payment Period. The estimated amounts owed relating to Claims for each Quarterly Payment Period are based on the total of Amounts Billed during the prior available twelve (12) months, adjusted for costs and utilization.

C. Schedule A Renewals.

Thirty days prior to each Renewal Date, BCBSM shall send Group a Schedule A for the new Contract Year with BCBSM’s new administrative fee, applicable additional administrative fees, applicable stop loss fees and stop loss attachment points, and any new Michigan hospital advance. Such Schedule A may specify the administrative fee for a single Contract Year or, with the agreement of BCBSM and Group, may specify administrative fees for multiple Contract Years. Group shall execute the renewal term Schedule A before the Renewal Date.

D. Group’s Weekly Wire and Other Payments.

Group shall make weekly wire transfer payments of all amounts due to BCBSM within one business day of the payment day set forth in the Quarterly Settlement Payment Schedule. In addition, Group shall pay to BCBSM any separately invoiced amounts within fifteen (15) days of invoice or settlement receipt. If Group’s payment is more than one business day late, Group shall pay a late fee of the lesser of two percent of any outstanding amount due or the maximum amount permitted by law. In addition, BCBSM may cease to process Claims retroactive to the last date for which full payment was made.

E. Settlements.

1. Quarterly Settlements. Approximately sixty (60) days after the close of each Quarterly Payment Period, BCBSM will provide a settlement that sets forth amounts paid by Group and the Amounts Billed with respect to the covered lines of business for the immediate prior Quarterly Period.
2. Annual Settlements. Approximately 120 days after the end of each Contract Year, BCBSM will provide a settlement that reconciles any additional administrative compensation, taxes and assessments and any other amounts owed to BCBSM or to Group. Any such amounts owed will be included in the next Quarterly Payment Period calculation.

F. Changes in Enrollment or Coverages – Effect on Administrative Fees.

If there is more than a 10 percent (10%) decrease in the number of Employees from the number stated in Schedule A during any month of the Contract Year or a change in Coverages, BCBSM may revise the monthly administrative fee, estimated number of Employees and, if applicable, stop loss fees to reflect such changes in Enrollment and/or Coverages. Any revisions will be effective beginning with the next Quarterly Payment Period following thirty (30) day notification by BCBSM to the Group.

G. Michigan Hospital Settlement Adjustments.

In its normal course of business BCBSM makes retroactive adjustments to hospital Claims that had previously been paid by Group. With respect to such retroactive adjustments (1) BCBSM shall refund to Group any hospital Claim overpayment once each year; or (2) if the retroactive adjustment indicates an amount that is due and owing by Group, BCBSM may invoice the group or offset any professional provider settlements against such retroactive adjustment and then carry forward any remaining hospital Claim underpayment to the following Contract Year.

ARTICLE IV
TERMINATION AND POST TERMINATION

A. Termination.

1. With or Without Cause. Either party may with or without cause, upon the first day of the month following 90 days prior written notice, terminate this Contract. If this Contract is terminated according to this subsection, BCBSM and other BCBS Plans shall then continue to process and pay Claims.
2. Nonpayment or Partial Payment. Notwithstanding any other Contract provisions, if Group fails to timely pay any amounts owed, BCBSM may, after five days notice in writing, terminate this Contract. If this Contract is terminated according to this subsection, BCBSM may, in its sole discretion, continue to process and pay Claims, and direct other BCBS Plans to process and pay Claims.
3. Termination within the First Contract Year. If Group terminates the Contract before the end of the first Contract Year or if BCBSM terminates the Contract for nonpayment before the end of the first Contract Year, Group's total administrative fee liability to BCBSM shall be twelve months of administrative fees at the rate stated in Schedule A. Group's termination liability for administrative fees shall be determined using the average monthly enrollment prior to termination times twelve months, and shall be net of administrative fees paid prior to termination.

B. Post Termination.

1. End of Coverage. Notwithstanding any other provisions contained herein, neither BCBSM nor any BCBS Plan shall have any obligation for payment for any health care services which are incurred following termination of this Contract.
2. Obligation to Pay. Notwithstanding any other provisions contained herein, Group's obligation to pay amounts incurred under the Contract shall survive termination, and Group shall continue to timely pay all amounts owed. Because of the arrangements for payment of services between BCBS Plans and their participating health care providers, all Claims shall be processed by BCBSM or other BCBS Plans pursuant to the terms and conditions herein. Group agrees that it shall have no right to have any such Claims processed by a replacement carrier or administrator. BCBSM retains the right to cease paying Claims if Group fails to timely pay BCBSM for Amounts Billed.
3. Claim Payments. For the first three months following the date of termination, Group shall make weekly wire transfer payments in the same manner as prior to the date of termination, except that (i) if the termination occurs before a settlement has been made for the last Quarterly Payment Period, the weekly amounts then being made will continue to be made during the first three (3) months following termination unless BCBSM determines a different amount is to be so paid and (ii) Group shall pay the administrative fee for only the first two months after the date of termination, Thereafter, for the next three months Group shall make monthly payments to BCBSM for Amounts Billed. After six months from the date of termination, BCBSM shall offset any Claim payments against the Michigan hospital advance until the Michigan hospital advance is depleted. If the Michigan hospital advance is depleted, BCBSM shall resume invoicing Group monthly for Amounts Billed. At the end of 24 months after termination, BCBSM shall refund any remaining portion of the Michigan hospital advance to Group. After 24 months from the date of termination, BCBSM shall invoice Group for any Claims paid, and Group shall pay BCBSM the Amounts Billed within 10 days of the date of the invoice.
4. Settlement-Last Contract Year. Within 180 days following the date of termination, BCBSM shall prepare a settlement statement for the last Contract Year. Such settlement statement shall include applicable stop loss fees and attachment point calculations, additional administrative compensation, and administrative fees, including post termination administrative fees.

5. Michigan Hospital Settlement Adjustments. Following termination of this Contract, BCBSM shall refund to Group any hospital Claim overpayment once each year or shall invoice Group for any hospital Claim underpayment after offsetting any professional provider settlements, prescription drug rebates or any other amount due and owing to Group. Group shall pay such invoice within 30 days of Group's receipt.
6. Estimated Outstanding Liability. Within ninety (90) days following termination, BCBSM will prepare a settlement in the form of a quarterly settlement, for the period from the last quarterly settlement through the date of termination, and make an initial calculation of the EOL which will take into account the weekly payments during the first three (3) months following termination and advise the Group of its continuing liability for the EOL so estimated.

The EOL will be recalculated at this time and will take into account gains, if any, resulting from the total settlement as determined above. If the recalculation shows a deficit over any funds then held by BCBSM, the Group will be advised of the amount of the deficit and of its continuing obligation for payment of the EOL. If the recalculation shows a surplus over any funds then held by BCBSM, the amount of the surplus will be refunded to the Group by BCBSM within thirty (30) days net of, if applicable, any losses resulting from the total settlement as determined above.

7. Interest. If the total amount of the estimated Amounts Billed included in the weekly payments made during the first three (3) month period following termination exceed the actual Amounts Billed during the period, BCBSM will pay the Group interest at the then rate for short term government treasury bonds (STIGB), which is currently calculated as a rolling twelve-month average of the 90-day T-Bill yield rate on the average monthly balance of any excess. It is understood that BCBSM has the right to change the STIGB calculation methodology provided that such change is applied uniformly and consistently to similar Administrative Services Contracts of other BCBSM clients. The total amount of any excess will be included in the settlement for the last Contract Year.
8. Interim Calculations and Notifications of EOL. Within sixty (60) days after each of the six (6) month, twelve (12) month and eighteen (18) month periods following termination, BCBSM will prepare settlements for each period, in the form of a quarterly settlement, and make new calculations of the EOL so that Group is aware of any estimated potential liability for Amounts Billed and plan accordingly.

BCBSM's settlements will advise Group of any deficit amount over any funds then held by BCBSM and Group's continuing obligation for payment. If any settlement shows a surplus over any funds then held by BCBSM, the amount of the surplus will be refunded to Group by BCBSM within thirty (30) days. Any Amounts Billed will first be charged against any funds then held by BCBSM and, after exhausted, BCBSM will invoice Group for Amounts Billed each month.

BCBSM will continue to pay Group STIGB on any positive balance of EOL and any monthly invoices will be subject to late payment charges if not paid within thirty (30) days.

9. Final Calculation and Notifications of EOL. Within ninety (90) days after the 24-month period following termination, BCBSM will prepare a settlement, also in the form of a quarterly settlement, and make a final calculation of the EOL and advise the Group of its continuing liability for payment. Any funds then held by BCBSM will be returned to the Group within thirty (30) days. Any claims received thereafter will be invoiced to Group and Group shall pay such amount within thirty (30) days of its receipt.

C. Conversion to Underwritten Group.

If Group converts from a self-funded group to a BCBSM underwritten group, Group shall continue to be obligated for any EOL and Group shall timely pay the amounts due and owing under this Contract in addition to any premium payments as a BCBSM underwritten group.

ARTICLE V
STOPLOSS PROTECTION

A. Stoploss Protection Specified in Schedule A.

BCBSM shall provide the Aggregate Stoploss protection and Specific Stoploss protection selected by Group as set forth on Schedule A to the ASC. Stoploss protection shall apply only to Amounts Billed that are paid in the normal and usual course of BCBSM's business during a single Contract Year, regardless of when the Claim was incurred. Stoploss protection does not apply to any Claims incurred prior to, but paid after termination of the ASC.

B. Monthly Stoploss Fee.

BCBSM shall, for each month of a Contract Year, provide an invoice stating the stoploss fees. Stoploss fees shall be calculated as follows: the monthly fee per Employee multiplied by the estimated number of Employees. The monthly fee per Employee is stated in Schedule A.

C. Timely Payment and Remedy.

Group shall pay stoploss fees owed within one business day of the due date. If payment is not received within one business day of the due date, BCBSM shall assess late fees in the same manner as described in Article III. BCBSM, whenever any payment is more than five days overdue, may discontinue Stoploss protection retroactive to the last paid date.

D. Renewal Term Adjustments.

BCBSM shall, prior to each Renewal Date, provide the monthly stoploss fee for the next Contract Year. BCBSM shall also provide the Aggregate Stoploss Attachment Point for the Contract Year, if applicable. Group may change the Specific Stoploss Attachment Point for the next Contract Year by notifying BCBSM before the Renewal Date. All Attachment Points and stoploss fees shall be stated in Schedule A and shall be effective on the Renewal Date. The Schedule A for a given Contract Year must be executed by Group before the end of the first month of that Contract Year in order for stoploss protection to be in effect for that Contract Year.

E. Changes in Enrollment or Coverages – Effect on Stoploss Protection.

In the event of a more than 10 percent change in the number of Employees from the number stated in Schedule A during any month of the Contract Year or a change in Coverages, the monthly stoploss fees and Aggregate Stoploss Attachment Point may be revised by BCBSM to account for such changes in the number of Employees or in the Coverages. Any revisions to the stoploss fees shall be effective beginning with the first month following 30 day notification by BCBSM to Group. The Aggregate Stoploss Attachment Point shall be revised retroactive to the first month of the Contract Year.

F. Specific Stoploss Credits.

BCBSM shall, approximately 25 days after the end of each month, determine whether any Amounts Billed during that month are not Group's liability because Amounts Billed for an Employee and any dependents exceeded the Specific Stoploss Attachment Point. BCBSM shall credit Group for any such excess Amounts Billed.

G. Claim Payments Recovered or Adjusted in Subsequent Contract Years.

1. When a Claim payment for which Group received a Specific Stoploss credit is recovered by BCBSM, BCBSM shall have the right to retain the recovered amount up to the amount of the stoploss credit. There shall be no time limit on BCBSM's right to retain such recoveries.

2. If Group has selected Aggregate Stoploss protection and in a given Contract Year Group's liability for Amounts Billed is reduced due to total Amounts Billed exceeding the maximum liability under the Aggregate Stoploss, BCBSM may in subsequent years offset credits processed through its Michigan hospital settlement and physician recovery calculations against the credit given to Group for Aggregate Stoploss liability limitation. Such offsets will only be made for adjustments to Claims which were incurred in the Contract Year in which Group's Amounts Billed exceeded the Aggregate Stoploss maximum liability. If Group has selected Aggregate Stoploss protection including Drug Claims, then Drug rebates and recoveries in subsequent years may be similarly offset.

H. Annual Settlements.

BCBSM shall, approximately 120 days after the end of each Contract Year, provide a settlement for the Contract Year for any amounts due under the Aggregate Stoploss protection. Group shall pay any settlement results due BCBSM within 15 days of BCBSM's invoice therefor.

ARTICLE VI
GENERAL PROVISIONS

A. Entire Agreement.

This Contract includes and incorporates any Schedules, Addenda, Exhibits, and Amendments and represents the entire understanding and agreement of the parties regarding matters contained herein. This Contract supersedes any prior verbal or written agreements and understandings between the parties and shall be binding upon the parties, their successors or assigns.

B. Service Mark Licensee Status.

BCBSM is an independent licensee of BCBSA and is licensed to use the "Blue Cross" and "Blue Shield" names and service marks in Michigan. BCBSM is not an agent of BCBSA and, by entering into this Contract, Group agrees that it made this Contract based solely on its relationship with BCBSM or its agents. Group agrees that BCBSA is not a party to this Contract, has no obligations under this Contract, and that no BCBSA obligations are created or implied under this Contract.

C. Notices.

Unless otherwise provided in this Contract, any notice required shall be given in writing and sent to the other party either by hand-delivery, electronic mail message to designated representative of the other party, or postage pre-paid US first class mail at the following address or such other address as a party may designate from time to time.

If to Group:

Current address shown on
BCBSM Group Header

If to BCBSM:

Blue Cross Blue Shield of Michigan
600 Lafayette East, Mail Code B612
Detroit, Michigan 48226-2998

D. Bankruptcy or Insolvency.

Neither BCBSM nor any other BCBS Plan shall have any obligation to continue paying Claims in the event of Group's bankruptcy or other insolvency. BCBSM, in its sole discretion, may continue paying Claims in such instance.

E. Amendment.

This Contract may be amended only by a written agreement duly executed by authorized representatives of each party.

F. Severability.

The invalidity or nonenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

G. Waiver.

The waiver by a party of any breach of this Contract by the other party shall not constitute a waiver as to any subsequent breach.

H. Law.

This Contract is entered into in the State of Michigan and, unless preempted by federal law, shall be construed according to the laws of Michigan. Group agrees to abide by all applicable state and federal law, including but not limited the Patient Protection and Affordable Care Act.

I. HIPAA.

1. Group Certification.

Group certifies that it is the Health Care Plan sponsor, performs Health Care Plan administration functions, needs access to Enrollee protected health information to carry out such administration functions, and has amended the Health Care Plan documents to comply with the requirements of 45 CFR 164.504(f)(2). BCBSM is therefore authorized to provide Group with the minimum necessary Enrollee protected health information for Group to perform its plan administration functions.

2. Business Associate Agreement.

The parties shall enter into a business associate agreement.

J. Surcharges and Taxes.

The Federal government or various states may impose health related surcharges or taxes with respect to medical services or Claims to cover the cost of, but not by way of limitation, indigent care or graduate medical education. Group acknowledges that such surcharges or taxes may be added to the cost of Claims or separately invoiced to Group. Group shall pay such surcharges or taxes.

K. Advisors.

Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Contract. Neither party has executed this Contract in reliance on any representations, warranties, nor statements made by the other party hereto other than those expressly set forth herein.

M. Force Majeure.

Neither BCBSM nor Group shall be deemed to have breached this Contract or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Contract if

prevented from doing so by acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war-operations, restraints of government, power or communication line failure, judgment, ruling, order of any federal or state court or agency of competent jurisdiction, change in federal or state law or regulation subsequent to the execution of this Contract, or other circumstances beyond the party's reasonable control for so long as such "force majeure" event reasonably prevents performance.

BCBSM:

GROUP:

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

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

Schedule B

Blue Cross Blue Shield of Michigan Administrative Services Contract

BlueCard Disclosures

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” Whenever Enrollees access healthcare services outside the geographic area BCBSM serves, the claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSM for payment in accordance with the rules of the Inter-Plan Programs policies then in effect. The Inter-Plan Programs available to Enrollees under this contract are described generally below.

Typically, Enrollees when accessing care outside the geographic area BCBSM serves obtain care from healthcare providers that have a contractual agreement (i.e., are “participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Enrollees may obtain care from non-participating healthcare providers. BCBSM’s payment practices in both instances are described below.

A. BlueCard® Program

Under the BlueCard® Program, when Enrollees access covered healthcare services within the geographic area served by a Host Blue, BCBSM will remain responsible to Group for fulfilling BCBSM’s contractual obligations. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, our action will be consistent with the spirit of this description.

Liability Calculation Method Per Claim

The calculation of the Enrollee liability on claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the participating healthcare provider’s billed covered charges or the negotiated price made available to BCBSM by the Host Blue.

The calculation of Group’s liability on claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating healthcare provider(s) an inclusive allowance (e.g., per case or per day amount) for specific healthcare services.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue’s healthcare provider contracts. The negotiated price made available to BCBSM by the Host Blue may represent a payment negotiated by a Host Blue with a healthcare provider that is one of the following:

- (i) an actual price. An actual price is a negotiated payment without any other increases or decreases, or

- (ii) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may, in accordance with Inter-Plan Programs policies, prospectively increase or reduce such prices to correct for over- or underestimation of past prices. However, such prospective adjustments will not affect the price used to determine the amounts that the Enrollee and Group pay. The BlueCard Program requires that the price submitted by a Host Blue to BCBSM is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

If a Host Blue uses either an estimated price or an average price on a claim, it may also hold some portion of the amount that Group pays in a variance account, pending settlement with its participating healthcare providers. Because all amounts paid are final, neither variance account funds held to be paid, nor the funds expected to be received are due to or from Group. Such payable or receivable would be eventually exhausted by healthcare provider settlements and/or through prospective adjustment to the negotiated prices.

A small number of states require Host Blues either (i) to use a basis for determining Enrollee liability for covered healthcare services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge. Should the state in which healthcare services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, BCBSM would then calculate Enrollee liability and Group's liability in accordance with applicable law.

Return of Overpayments

Under the BlueCard Program, recoveries from a Host Blue or its participating healthcare providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be netted against the recovery. Recovery amounts determined in this way will be applied in accordance with applicable Inter-Plan Programs policies, which generally require correction on a claim-by-claim or prospective basis.

Unless otherwise agreed to by the Host Blue, BCBSM may request adjustments from the Host Blue for full refunds from healthcare providers due to the retroactive cancellation of membership but only for one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or healthcare provider contracts or would jeopardize its relationship with its healthcare providers.

BlueCard Program Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under the BlueCard Program to pay to the Host Blues, to the Blue Cross and Blue Shield Association (BCBSA), and/or to BlueCard Program vendors, as described below. Fees and compensation under the BlueCard Program may be revised in accordance with the Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Groups. Such revisions typically are made annually as a result of Program policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Group benefit period under this contract.

Only the BlueCard Program access fee may be charged separately each time a claim is processed through the BlueCard Program. If one is charged, it will be a percentage of the discount/differential BCBSM receives from the Host Blue, based on the current rate in accordance with the Program's standard procedures for establishing the access fee rate. The access fee will not exceed \$2,000 for any claim. All other BlueCard Program-related fees are included in BCBSM's administrative fee.

A BlueCard Program access fee may be charged only if the Host Blue's arrangement with its healthcare provider prohibits billing Enrollees for amounts in excess of the negotiated payment. However, a healthcare provider may bill for non-covered healthcare services and for Enrollee cost sharing (for example, deductibles, copayments, and/or coinsurance) related to a particular claim.

When BCBSM is charged a BlueCard Program access fee, BCBSM may pass the charge along to you as a claim expense or as a separate amount. The access fee will not exceed \$2,000 for any claim. If BCBSM receives an access fee credit, BCBSM will give Group a claim expense credit or a separate credit.

Instances may occur in which the claim payment is zero or BCBSM pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSM will pay the Host Blue's access fee and pass it along to Group as stated above even though you paid little or had no claim liability.

B. Negotiated National Account Arrangements

As an alternative to the BlueCard Program, your Enrollee claims for covered healthcare services may be processed through a negotiated National Account arrangement with a Host Blue.

If BCBSM and Group have agreed that a Host Blue(s) shall make available a custom healthcare provider network(s) in connection with this contract, then the terms and conditions set forth in BCBSM's negotiated National Account arrangement(s) with such Host Blue(s) shall apply. In negotiating such arrangement(s), BCBSM is not acting on behalf of or as an agent for Group, the Group's health care plan(s) or Enrollees.

Group agrees that BCBSM will not have any responsibility in connection with the processing and payment of claims when Enrollees access such network(s), except as may be set forth in the relevant participation agreement.

Enrollee Liability Calculation

Enrollee liability calculation will be based on the negotiated price/lower of either billed covered charges or negotiated price made available to BCBSM by the Host Blue that allows Group's Enrollees access to negotiated participation agreement networks of specified participating healthcare providers outside of BCBSM's service area.

Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to the Blue Cross and Blue Shield Association, and/or to Inter-Plan Programs vendors. Fees and compensation under applicable Inter-Plan Programs may be revised in accordance with the Programs' standard procedures for revising such fees and compensation, which do not provide for prior approval by any Groups. Such revisions typically are made annually as a result of Inter-Plan Programs policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Group's benefit period under this Contract.

In addition, the participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. For this type of negotiated participation arrangement, any such administrative and/or network access fees will not be greater than the comparable fees that would be charged under the BlueCard Program.

C. Non-Participating Healthcare Providers Outside BCBSM's Service Area

Enrollee Liability Calculation

1. In General

When covered healthcare services are provided outside of BCBSM's service area by non-participating healthcare providers, the amount(s) an Enrollee pays for such services will generally be based on either the Host Blue's non-participating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Enrollee may be responsible for the difference between the amount that the non-participating healthcare provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

2. Exceptions

In some exception cases, BCBSM may pay claims from non-participating healthcare providers outside of BCBSM's service area based on the provider's billed charge, such as in situations where an Enrollee did not have reasonable access to a participating provider, as determined by BCBSM in its sole and absolute discretion or by applicable state law. In other exception cases, we may pay such claims based on the payment we would make if BCBSM were paying a non-participating provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area non-participating provider payment, or in our sole and absolute discretion, we may negotiate a payment with such a provider on an exception basis. In any of these exception situations, the [employee/member/subscriber] may be responsible for the difference between the amount that the non-participating healthcare provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to the Blue Cross and Blue Shield Association, and/or to Inter-Plan Programs vendors. Fees and compensation under applicable Inter-Plan Programs may be revised in accordance with the specific Program's standard procedures for revising such fees and compensation, which do not

provide for prior approval by any groups. Such revisions typically are made annually as a result of Inter-Plan Programs policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Group's benefit period under this Contract.

In addition, BCBSM must pay an administrative fee to the Host Blue, and Group further agree[s] to reimburse BCBSM for any such administrative fee.

In addition, a participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. For this type of negotiated participation arrangement, any such administrative and/or network access fees will not be greater than the comparable fees that would be charged under the BlueCard Program.

RESOLUTION

NO: 2012-09-253

LIVINGSTON COUNTY

DATE: September 3, 2012

RESOLUTION AUTHORIZING AN AGREEMENT WITH CGI COMMUNICATIONS, INC. TO PROVIDE A COUNTY VIDEO SHOWCASE - PLANNING DEPARTMENT

WHEREAS, Livingston County has an opportunity to participate with the National Association of Counties (NaCo) and their communications partner CGI Communications, Inc. in the production of a county video showcase; and

WHEREAS, Livingston County would assume no cost or liability for this project so long as it is in compliance with the agreement with CGI Communications, Inc; and

WHEREAS, CGI Communications, Inc. will be responsible for securing business sponsors to support the cost of this project through video advertisement, and they will only solicit business sponsors that will not be perceived as offensive or partisan per their County Showcase Sponsorship Policy; and

WHEREAS, this Resolution has been recommended for approval by the Public Safety and Infrastructure & Development Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with CGI Communications, Inc. for a County Video Showcase at no cost for a three (3) year period with an option for a three (3) year renewal for services described above.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign the above-referenced agreement upon approval as to form by Civil Counsel.

BE IT FURTHER RESOLVED that, upon satisfactory performance of the agreement, as determined by the County Administrator, the Board Chairperson be authorized to sign a three (3) year renewal upon approval as to form by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PLANNING

304 East Grand River Avenue, Suite 206
Phone (517) 546-7555 Fax (517) 552-2347
Web Site: co.livingston.mi.us/planning

Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson, County Planning Director
Date: 8/29/2012
Re: NaCo/CGI Communications, Inc. County Video Showcase

The National Association of Counties (NaCo) and their communications partner, CGI Communications, Inc., has approached Livingston County with the opportunity to participate in a County Video Showcase project that is designed to highlight all our County has to offer its residents, visitors, and businesses.

The video showcase would be posted on the County website and would include the following features:

- a welcome video from a County Official (approximately 1 minute in length), and
- up to five 1 minute County highlight videos on subjects such as: education; recreation; real estate and relocation; and business & industry.

Livingston County would incur no cost for the creation of the County Video Showcase, and the final product would be created with considerable review from the County.

CGI Communications, Inc. generates the funds for this video production by soliciting advertising contributions from local County businesses for the production of a 1 – 1 ½ minute video on the business that would be linked to the County video. Their goal is to generate a total of \$30,000 from all business sponsors. The logo of each contributing business is then shown along the border of the various video chapters and with a click to the logo the viewer is connected to the website of that business.

At the Public Safety and Infrastructure & Development Committee meeting, County Commissioners expressed some concern regarding the business sponsors that may be linked to the Livingston County Video Showcase. To alleviate those concerns, following is the CGI County Sponsor Policy.

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

County Showcase Sponsorship Policy

It is the policy of e-LocalLink/CGI Communications not to solicit or otherwise provide sponsorship opportunities to any business or organization that may be perceived as offensive or partisan. These types of establishments include, but are not limited to, adult bookstores/entertainment, pawnshops, and tattoo/piercing parlors. CGI will also not solicit any political parties and/or organizations.

Additionally, the participating community may advise e-LocalLink/CGI of specific businesses to be disallowed as sponsors. The participating County must advise e-LocalLink/CGI of this information in writing PRIOR to the beginning of the sponsorship solicitation campaign.

As a privately owned company, independent of the participating County, e-LocalLink/CGI can eliminate from consideration those companies and organizations it deems inappropriate. The participating County is not responsible for actions taken by eLocalLink/CGI in eliminating from consideration those businesses and organizations eLocalLink/CGI has deemed inappropriate.

RESOLUTION

NO:

2012-09-254

LIVINGSTON COUNTY

DATE:

September 4, 2012

RESOLUTION TO AMEND RESOLUTION NUMBER 2012-08-241 RESOLUTION TO AMEND FISCAL-YEAR 2012 BUDGET – County ADMINISTRATION

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

WHEREAS, the proposed amendment recognizes changes that have occurred throughout the first and second quarters of 2012 and brings department budgets, including general fund, special revenue funds, and internal service funds in line with actual expenditures.

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the following amendments to the Fiscal-Year 2012 Budget as illustrated below:

FUND	APPROVED 2012 BUDGET	PROPOSED AMENDMENT	PROPOSED 2012 AMENDED BUDGET
101 - GENERAL FUND	\$40,888,207	(\$200,000)	\$40,688,207
261 - 911 CENTRAL DISPATCH	\$5,980,584	\$10,335	\$5,990,919
264 - PROSECUTORS DRUG FUND	\$5,000	\$10,000	\$15,000
275 - COMMUNITY CORRECTIONS	\$284,893	\$27,000	\$311,893
238 – FEDERAL GRANTS	\$861,005	(\$3,034)	\$857,971
239 - STATE GRANTS	\$429,908	\$59,415	\$489,323
631 - BUILDING SERVICES	\$2,501,507	\$22,135	\$2,523,642
677 - BENEFIT FUND	\$7,584,032	\$171,108	\$7,755,140

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a transfer of \$27,000 from Fund 101 General Fund Contingency to Fund 275 Community Corrections for a Pretrial Investigator approved under Resolution 2012-02-066.

BE IT FURTHER RESOLVED the Livingston County Board of Commissioners authorizes an additional payment for pension to MERS in the amount of \$319,200 of which \$148,092 will be paid from General Fund and \$171,108 will be paid from the Benefit Fund.

BE IT FURTHER RESOLVED that the budgetary worksheets showing the detailed line-item changes for the various funds budget amendments will be attached as part of the resolution.

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MOVED:

SECONDED:

CARRIED:

GENERAL FUND

**Amended
2012 Budget**

Treasure charge back as contra rev acct	Courts	Sheriff	Animal Control	Animal Control	ERP	ERP	Copiers	Extra Retirement	Sheriff	Sheriff	UI	Reduce	Land	Approp to
Signing Bonus	Signing Bonus	Signing Bonus	Mistake in Budget	ReOrg 2012-04-132	Plante Moran PM contract	Plante Moran PM change order	2012-06-173		RHC - DB Adjstment	RHC DC Adjstment	payments	UI	Acquisition Costs	Comm Corr 2012-06-203

EXPENDITURES

GENERAL FUND	Proposed	Amended
	Amendment	2012 Budget
	Balance to zero	
000 Taxes	\$ -	\$ -
101 Board of Commissioners	\$ -	\$ 481,399
131 Circuit Court	\$ -	\$ 1,610,420
136 District Court	\$ -	\$ 2,541,475
148 Probate Court	\$ -	\$ 681,935
149 Juvenile Court	\$ -	\$ 1,227,798
150 Guardian Services	\$ -	\$ 11,500
151 Probation - Circuit	\$ -	\$ 58,340
167 Appellate Court	\$ -	\$ 64,100
168 Central Services - Judicial Ctr	\$ 6,297	\$ 1,140,818
172 County Administration	\$ -	\$ 434,446
215 County Clerk	\$ 6,381	\$ 477,007
216 County Clerk-Circuit Div	\$ -	\$ 687,511
224 Auditing	\$ 104,960	\$ 224,960
225 Equalization	\$ -	\$ 468,044
228 Data Processing/IT	\$ -	\$ 757,950
230 Family Support	\$ -	\$ 96,767
233 Purchasing	\$ -	\$ 217,905
248 Tax Allocation	\$ -	\$ 1,150
249 Plat Board	\$ -	\$ 500
253 Treasurer	\$ (200,000)	\$ 890,716
261 Cooperative Extension	\$ -	\$ 216,930
262 Elections	\$ -	\$ 162,124
265 Building & Grounds	\$ -	\$ 25,093
270 Personnel	\$ -	\$ 558,500
275 Drain Commissioner	\$ -	\$ 1,711,358
282 Prosecuting Attorney	\$ -	\$ 1,934,083
283 Register of Deeds	\$ -	\$ 592,148
299 Civil Counsel	\$ -	\$ 214,000
301 Sheriff Road Patrol	Y	#VALUE!
305 Court Security	\$ -	\$ 222,500
315 Sheriff Traffic	\$ -	\$ 128,387
335 MI Safe Communities	\$ -	\$ -
351 Jail Division	\$ (64,800)	\$ 6,111,151
426 Emergency Services	\$ -	\$ -
430 Animal Shelter	\$ 68,568	\$ 532,888
441 DPW	\$ 497	\$ 123,605
445 Drains Public Benefit	\$ -	\$ 220,000
601 Health Department	\$ -	\$ 386,647
605 Contagious	\$ -	\$ 4,000
648 Medical Examiner	\$ -	\$ 258,305
649 Mental Health	\$ -	\$ 600,470
672 Agency on Aging	\$ -	\$ 134,088
682 Veteran Affairs	\$ -	\$ 279,371
721 Planning	\$ -	\$ 315,217
728 Economic Development	\$ -	\$ 183,480
747 Community Action - OLHSA	\$ -	\$ 628,056
851 Insurance	\$ -	\$ 1,006,000
861 Retirement	\$ 148,092	\$ 296,184
870 Unemployment Insurance	\$ (106,577)	\$ 43,423
899 Chargeback Interest	\$ 10,000	\$ 10,000
Land	\$ 23,000	\$ 23,000
966 Appropriations	\$ 21,782	\$ 3,369,614
967 Fund Balance	\$ -	\$ -
968 Contingencies	\$ (227,140)	\$ 1,114,056
General Fund Total	\$ -	\$ (208,940)
		#VALUE!

GENERAL FUND

Balance to zero

Proposed

Amendment

Amended

2012 Budget

GENERAL FUND	REVENUES						GF	
	Amended	All Dept To Adjust to	Ann - Courts	Treasurer	Animal	Additional Taxes	Proposed	Amended
	2012 Budget	actual			Control		Amendment	2012 Budget
000 Taxes	\$ 29,678,144	\$ 250,000					\$ 250,000	\$ 29,928,144
101 Board of Commissioners	\$ -						\$ -	\$ -
131 Circuit Court	\$ 286,448						\$ -	\$ 286,448
136 District Court	\$ 3,743,722						\$ -	\$ 3,743,722
148 Probate Court	\$ 196,605						\$ -	\$ 196,605
149 Juvenile Court	\$ 313,809						\$ -	\$ 313,809
150 Guardian Services	\$ 11,500						\$ -	\$ 11,500
151 Probation - Circuit	\$ -						\$ -	\$ -
167 Appellate Court	\$ -						\$ -	\$ -
168 Central Services - Judicial Ctr	\$ 675,000						\$ -	\$ 675,000
172 County Administration	\$ -						\$ -	\$ -
215 County Clerk	\$ 182,000						\$ -	\$ 182,000
216 County Clerk-Circuit Div	\$ 572,800						\$ -	\$ 572,800
224 Auditing	\$ -						\$ -	\$ -
225 Equalization	\$ 15,000						\$ -	\$ 15,000
228 Data Processing/IT	\$ -						\$ -	\$ -
230 Family Support	\$ -						\$ -	\$ -
233 Purchasing	\$ 5,000						\$ -	\$ 5,000
248 Tax Allocation	\$ -						\$ -	\$ -
249 Plat Board	\$ -						\$ -	\$ -
253 Treasurer	\$ 65,200						\$ -	\$ 65,200
261 Cooperative Extension	\$ -						\$ -	\$ -
262 Elections	\$ 45,500						\$ -	\$ 45,500
265 Building & Grounds	\$ -						\$ -	\$ -
270 Personnel	\$ -						\$ -	\$ -
275 Drain Commissioner	\$ 801,063						\$ -	\$ 801,063
282 Prosecuting Attorney	\$ 5,850						\$ -	\$ 5,850
283 Register of Deeds	\$ 1,120,000						\$ -	\$ 1,120,000
299 Civil Counsel	\$ -						\$ -	\$ -
301 Sheriff Road Patrol	\$ 600,742						\$ -	\$ 600,742
305 Court Security	\$ -						\$ -	\$ -
315 Sheriff Traffic	\$ -						\$ -	\$ -
335 MI Safe Communities	\$ -						\$ -	\$ -
351 Jail Division	\$ 879,550						\$ -	\$ 879,550
426 Emergency Services	\$ -						\$ -	\$ -
430 Animal Shelter	\$ 230,500						\$ -	\$ 230,500
441 DPW	\$ 4,825						\$ -	\$ 4,825
445 Drains Public Benefit	\$ -						\$ -	\$ -
601 Health Department	\$ -						\$ -	\$ -
605 Contagious	\$ -						\$ -	\$ -
648 Medical Examiner	\$ 258,305						\$ -	\$ 258,305
649 Mental Health	\$ -						\$ -	\$ -
672 Agency on Aging	\$ -						\$ -	\$ -
682 Veteran Affairs	\$ 81,592						\$ -	\$ 81,592
721 Planning	\$ -						\$ -	\$ -
728 Economic Development	\$ -						\$ -	\$ -
747 Community Action - OLHSA	\$ -						\$ -	\$ -
851 Insurance	\$ -						\$ -	\$ -
861 Retirement	\$ -						\$ -	\$ -
870 Unemployment Insurance	\$ -						\$ -	\$ -
899 Chargeback Interest	\$ -						\$ -	\$ -
Land	\$ -						\$ -	\$ -
966 Appropriations	\$ -						\$ -	\$ -
967 Fund Balance	\$ 1,115,052	\$ (250,000)	\$ (200,000)				\$ (450,000)	\$ 665,052
968 Contingencies	\$ -						\$ -	\$ -
General Fund Total	\$ 40,888,207	\$ -	\$ (200,000)	\$ -	\$ -	\$ -	\$ (200,000)	\$ 40,688,207

GENERAL FUND	REVENUES	<i>All Dept</i>				<i>GF</i>		
	Amended	<i>To Adjust to</i>	<i>Ann - Courts</i>	<i>Treasurer</i>	<i>Animal</i>	<i>Additional Taxes</i>	Proposed	Amended
	2012 Budget	<i>actual</i>			<i>Control</i>		Amendment	2012 Budget

								EXPENDITURE
SPECIAL REVENUE	Amended	Drain	Animal Control	Community Corrections	Pros. Drug Fund	Prosecutor	Sheriff	
FUNDS	2012 Budget	Lake Tyrone S2 grant 2011-10-290	Animal Sterilization Grant 2012-06-185	FT PreTrial Investigator 2012-02-066	Bump up budget to actual	CVR - Revised budget 239-282	Eliminate MI Safe Communities 238-335	
156 Lutz County Park	\$ 18,772							
157 Fillmore Estate	\$ 6,290							
210 EMS Fund	\$ 8,010,040							
214 Family Counseling Svs. Fund	\$ 12,000							
215 Friend of the Court	\$ 2,456,168							
221 Health	\$ 3,547,596							
238 Federal Grants	\$ 861,005						\$ (40,000)	
239 State Grants	\$ 429,908	\$ 46,747	\$ 10,000			\$ 3,696		
243 Small Cities Dev Blk Grant								
244 CDBG-OLHSA	\$ 4,500							
245 County Survey & Remonumentation	\$ 119,189							
255 Homestead Property Exemption	\$ 645							
256 Register of Deeds Automation Fund	\$ 138,769							
261 911 Service	\$ 5,980,584							
263 Correction Officer Training Fund	\$ 25,000							
264 Prosecutor's Drug Fund	\$ 5,000				\$ 10,000			
265 Drug Law Enforcement Fund	\$ 30,000							
266 Federal Equitable Sharing	\$ 151,572							
267 OUIL - Forfeiture Fund	\$ 3,000							
269 Law Library	\$ 6,600							
275 Comprehensive Community Corrections	\$ 284,893			\$ 27,000				
277 Michigan Works!	\$ 3,400,933							
285 Revenue Sharing Reserve Fund	\$ 3,072,730							
290 Social Welfare Fund	\$ 175,075							
292 Child Care Fund	\$ 2,497,484							
293 Veterans Relief Fund	\$ 411,562							
294 Veterans Trust Fund	\$ 40,000							
296 Criminal Forfeiture Fund	\$ 5,000							

TURES							
SPECIAL REVENUE	Sheriff	Sheriff	Sheriff	Sheriff		Proposed	Amended
FUNDS	MI Safe Communities- Seatbelt	MI Safe Communities- OWI	RHC - DB	RHC DC	Veterans Relief Fund	Amendment	2012 Budget
	238-402	238-410	Adjstment	Adjstment			
156 Lutz County Park						\$ -	\$ 18,772
157 Fillmore Estate						\$ -	\$ 6,290
210 EMS Fund						\$ -	\$ 8,010,040
214 Family Counseling Svs. Fund						\$ -	\$ 12,000
215 Friend of the Court						\$ -	\$ 2,456,168
221 Health						\$ -	\$ 3,547,596
238 Federal Grants	\$ 11,078	\$ 25,888				\$ (3,034)	\$ 857,971
239 State Grants			\$ 1,077	\$ (2,105)		\$ 59,415	\$ 489,323
243 Small Cities Dev Blk Grant						\$ -	\$ -
244 CDBG-OLHSA						\$ -	\$ 4,500
245 County Survey & Remonumentation						\$ -	\$ 119,189
255 Homestead Property Exemption						\$ -	\$ 645
256 Register of Deeds Automation Fund						\$ -	\$ 138,769
261 911 Service			\$ 12,511	\$ (2,176)		\$ 10,335	\$ 5,990,919
263 Correction Officer Training Fund						\$ -	\$ 25,000
264 Prosecutor's Drug Fund						\$ 10,000	\$ 15,000
265 Drug Law Enforcement Fund						\$ -	\$ 30,000
266 Federal Equitable Sharing						\$ -	\$ 151,572
267 OUIL - Forfeiture Fund						\$ -	\$ 3,000
269 Law Library						\$ -	\$ 6,600
275 Comprehensive Community Corrections						\$ 27,000	\$ 311,893
277 Michigan Works!						\$ -	\$ 3,400,933
285 Revenue Sharing Reserve Fund						\$ -	\$ 3,072,730
290 Social Welfare Fund						\$ -	\$ 175,075
292 Child Care Fund						\$ -	\$ 2,497,484
293 Veterans Relief Fund						\$ -	\$ 411,562
294 Veterans Trust Fund						\$ -	\$ 40,000
296 Criminal Forfeiture Fund						\$ -	\$ 5,000
						\$ 103,716	

SPECIAL REVENUE FUNDS	Amended 2012 Budget	REVENUES					
		Drain	Animal Control	Community Corrections	Pros. Drug Fund	Prosecutor	Sheriff
		Lake Tyrone S2 grant 2011-10-290	Animal Steri;ization Grant 2012-06-185	FT PreTrial Investigator 2012-02-066	Bump up budget to actual	CVR - Revised budget 239-282	Eliminate MI Safe Communities 238-335
156 Lutz County Park	\$ 23,372						
157 Fillmore Estate	\$ 8,910						
210 EMS Fund	\$ 8,010,040						
214 Family Counseling Svs. Fund	\$ 12,000						
215 Friend of the Court	\$ 2,456,168						
221 Health	\$ 3,547,596						
238 Federal Grants	\$ 861,716						\$ (40,000)
239 State Grants	\$ 431,533	\$ 46,747	\$ 10,000			\$ 3,696	
243 Small Cities Dev Blk Grant							
244 CDBG-OLHSA	\$ 4,500						
245 County Survey & Remonumentation	\$ 209,350						
255 Homestead Property Exemption	\$ 10,000						
256 Register of Deeds Automation Fund	\$ 138,769						
261 911 Service	\$ 6,003,131						
263 Correction Officer Training Fund	\$ 25,000						
264 Prosecutor's Drug Fund	\$ 5,000				\$ 10,000		
265 Drug Law Enforcement Fund	\$ 30,000						
266 Federal Equitable Sharing	\$ 151,572						
267 OUIL - Forfeiture Fund	\$ 3,000						
269 Law Library	\$ 6,600						
275 Comprehensive Community Corrections	\$ 284,893			\$ 27,000			
277 Michigan Works!	\$ 3,400,933						
285 Revenue Sharing Reserve Fund	\$ -						
290 Social Welfare Fund	\$ 175,075						
292 Child Care Fund	\$ 2,497,484						
293 Veterans Relief Fund	\$ 411,562						
294 Veterans Trust Fund	\$ 40,000						
296 Criminal Forfeiture Fund	\$ 5,000						

SPECIAL REVENUE	Sheriff	Sheriff	Comm Corr	Proposed	Amended
FUNDS	MI Safe Communities- Seatbelt 238-402	MI Safe Communities- OWI 238-410	Increase Approp 2012-06-203	Amendment	2012 Budget
156 Lutz County Park				\$ -	\$ 23,372
157 Fillmore Estate				\$ -	\$ 8,910
210 EMS Fund				\$ -	\$ 8,010,040
214 Family Counseling Svs. Fund				\$ -	\$ 12,000
215 Friend of the Court				\$ -	\$ 2,456,168
221 Health				\$ -	\$ 3,547,596
238 Federal Grants	\$ 11,078	\$ 25,888		\$ (3,034)	\$ 858,682
239 State Grants				\$ 60,443	\$ 491,976
243 Small Cities Dev Blk Grant				\$ -	\$ -
244 CDBG-OLHSA				\$ -	\$ 4,500
245 County Survey & Remonumentation				\$ -	\$ 209,350
255 Homestead Property Exemption				\$ -	\$ 10,000
256 Register of Deeds Automation Fund				\$ -	\$ 138,769
261 911 Service				\$ -	\$ 6,003,131
263 Correction Officer Training Fund				\$ -	\$ 25,000
264 Prosecutor's Drug Fund				\$ 10,000	\$ 15,000
265 Drug Law Enforcement Fund				\$ -	\$ 30,000
266 Federal Equitable Sharing				\$ -	\$ 151,572
267 OUIL - Forfeiture Fund				\$ -	\$ 3,000
269 Law Library				\$ -	\$ 6,600
275 Comprehensive Community Corrections			\$ 21,782	\$ 48,782	\$ 333,675
277 Michigan Works!				\$ -	\$ 3,400,933
285 Revenue Sharing Reserve Fund				\$ -	\$ -
290 Social Welfare Fund				\$ -	\$ 175,075
292 Child Care Fund				\$ -	\$ 2,497,484
293 Veterans Relief Fund				\$ -	\$ 411,562
294 Veterans Trust Fund				\$ -	\$ 40,000
296 Criminal Forfeiture Fund				\$ -	\$ 5,000
				\$ 116,191	

ENTERPRISE FUNDS	EXPENDITURES			Proposed Amendment
	2012 Budget	Blgd Inspection	LETS	
542 Building & Safety	\$ 1,052,308			\$ -
577 Septage Receiving Station	\$ 815,555			\$ -
581 Airport Fund	\$ 932,012			\$ -
588 LETS Fund	\$ 2,637,725		Line item adjust	\$ -

**Amended
2012 Budget**

\$ 1,052,308
\$ 815,555
\$ 932,012
\$ 2,637,725

REVENUES					
2012 Budget	Blgd Inspection	588 Airport		Proposed Amendment	Amended 2012 Budget
\$ 1,091,708				\$ -	\$ 1,091,708
\$ 835,575				\$ -	\$ 835,575
\$ 938,972				\$ -	\$ 938,972
\$ 2,637,725				\$ -	\$ 2,637,725

EXPENDITURES

INTERNAL SERVICE FUNDS

**2012
Budget**

**Blg & Grds
2 Air Compressors
2012-08-223**

**Proposed
Amendment**

631 Building Services	\$ 2,501,507	\$ 22,135	\$ 22,135
636 Information Technology Fund	\$ 3,256,295		\$ -
639 Drain Equip/Rev Fund			\$ -
661 Car Pool Fund	\$ 1,116,357		\$ -
677 Benefit Fund	\$ 7,584,032		\$ -

REVENUES

INTERNAL SERVICE FUNDS	Amended 2012 Budget	2012 Budget	Blg & Grds 2 Air Compressors 2012-08-223	Proposed Amendment
631 Building Services	\$ 2,501,507	\$ 2,523,432	\$ 22,135	\$ 22,135
636 Information Technology Fund	\$ 3,256,295	\$ 3,256,295		\$ -
639 Drain Equip/Rev Fund	\$ -	\$ -		\$ -
661 Car Pool Fund	\$ 1,116,357	\$ 1,117,542		\$ -
677 Benefit Fund	\$ 7,584,032	\$ 7,590,068		\$ -

INTERNAL SERVICE FUNDS	Amended 2012 Budget
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631 Building Services	\$ 2,545,567
636 Information Technology Fund	\$ 3,256,295
639 Drain Equip/Rev Fund	\$ -
661 Car Pool Fund	\$ 1,117,542
677 Benefit Fund	\$ 7,590,068

LIVINGSTON COUNTY ADMINISTRATION
INTER-OFFICE MEMORANDUM



TO: LIVINGSTON COUNTY BOARD OF COMMISSIONERS

FROM: CINDY CATANACH, FINANCIAL OFFICER
LIVINGSTON COUNTY ADMINISTRATION

RE: AMENDING RESOLUTION 2012-08-241

DATE: August 29, 2012

Resolution 2012-08-241 was approved on August 20, 2012 to amend the 2012 Fiscal Year budget. Upon further review an error was identified in the amendment that needs to be corrected to process the budget amendment. The highlighted sections below, Federal and State Grants, are the two areas that are affected by the error on the original amendment. This amendment identifies and corrects the proper fund and in no other way changes the original budget amendment.

FUND	APPROVED 2012 BUDGET	PROPOSED AMENDMENT	PROPOSED 2012 AMENDED BUDGET
101 - GENERAL FUND	\$40,888,207	(\$200,000)	\$40,688,207
261 - 911 CENTRAL DISPATCH	\$5,980,584	\$10,335	\$5,990,919
264 - PROSECUTORS DRUG FUND	\$5,000	\$10,000	\$15,000
275 - COMMUNITY CORRECTIONS	\$284,893	\$27,000	\$311,893
238 – FEDERAL GRANTS	\$861,005	(\$3,034)	\$857,971
239 - STATE GRANTS	\$429,908	\$59,415	\$489,323
631 - BUILDING SERVICES	\$2,501,507	\$22,135	\$2,523,642
677 - BENEFIT FUND	\$7,584,032	\$171,108	\$7,755,140

Please feel free to contact me if you have any questions regarding the proposed budget amendment.

RESOLUTION

NO.

2012-09-255

LIVINGSTON COUNTY

DATE:

September 4, 2012

RESOLUTION AUTHORIZING THE BUILDING OFFICIAL TO APPROACH BRIGHTON AREA SCHOOLS FOR BUILDING INSPECTION SERVICES – Building Department

WHEREAS, Brighton Area Schools has recently acquired a millage in which the majority of the funds will be delegated toward building improvements; and

WHEREAS, the State of Michigan Bureau of Construction Codes has jurisdiction over school construction projects; and

WHEREAS, the Brighton Area Schools can request to the State of Michigan that the jurisdiction for permitting, plan review and inspection services for these school improvements be transferred to their local authority; and

WHEREAS, we are requesting that the Building Official be authorized to approach Brighton Area Schools to offer the above mentioned services for their building improvement projects at a cost not to exceed the current State of Michigan Bureau of Construction Codes Permit and Review fees.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Building Official to approach Brighton Area Schools for Building permit, plan review and inspections at a cost not to exceed the current State of Michigan Bureau of Construction Code Permit and Review Fees.

BE IT FURTHER RESOLVED that should the Brighton Area School Board accept the Building Official's proposal that the Chairman of the Board of Commissioners is authorized to sign any and all agreements or documents as needed for this project upon approval of Civil Counsel.

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MOVED:

SECONDED:

CARRIED: