

# PERSONNEL COMMITTEE

2/19/2014

304 E Grand River, Conference Room 4A, Howell, Michigan 48843

8:00 AM

## AGENDA

1. **Call Meeting to Order**
2. **Approval of the Agenda**
3. **Call to the Public**
4. **Approval of Minutes**  
Meeting Minutes Dated: January 15, 2014
5. **Reports**  
Quarterly Status of Temporary Employees
6. **Human Resources**  
Resolution to Approve the Reclassification of the Court Financial Officer from Grade J to Grade M (Circuit Court)
7. **Human Resources**  
Resolution to Approve the Creation of an Animal Shelter Coordinator Position, Grade I
8. **Human Resources**  
Resolution Authorizing the Signing of the 2014 Schedule A - Renewal Term January 2014 to December 2014 with Blue Cross Blue Shield of Michigan
9. **Human Resources**  
Resolution Amending Resolution No. 2014-01-005 to Disallow Unused Sick Time to be Paid into a Health Care Savings Plan at Retirement for Non-Union Employees.
10. **Discussion**  
Discussion Regarding Deferred Compensation Payments \*\*

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**06 Human Resources**  
RESOLUTION TO APPROVE THE JOB RECLASSIFICATION OF THE FINANCIAL OFFICER TO COURT FINANCIAL OFFICER, GRADE J TO GRADE M (Courts)

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**07 Administration**  
RESOLUTION TO APPROVE THE CREATION OF AN ANIMAL SHELTER COORDINATOR, GRADE I, WITH THE ANIMAL CONTROL DEPARTMENT

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**08 Administration**  
RESOLUTION AUTHORIZING THE SIGNING OF THE 2014 SCHEDULE A - RENEWAL TERM JANUARY 2014 to DECEMBER 2014 WITH BLUE CROSS BLUE SHIELD OF MICHIGAN

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**09**      **Human Resources**  
RESOLUTION AMENDING RESOLUTION NO. 2014-01-005 TO DISALLOW  
UNUSED SICK TIME TO BE PAID INTO A HEALTH CARE SAVINGS  
PLAN AT RETIREMENT FOR NON-UNION EMPLOYEES

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**11.**      **Adjournment**

    \*\* Denotes no back up materials attached

# MEETING MINUTES

LIVINGSTON COUNTY

JANUARY 15, 2014 – 8:00 AM

**ADMINISTRATION BUILDING – CONFERENCE ROOM 4A**  
304 E. Grand River Avenue, Howell, MI 48843

## PERSONNEL SUBCOMMITTEE MEETING

COMM. VANHOUTEN       COMM. GRIFFITH       COMM. LAWRENCE

OTHERS: MARGARET DUNLEAVY, CINDY CATANACH, RICH MALEWICZ, LISA BETH HARVEY,  
BELINDA PETERS, JENNIFER PALMBOS, TERRY LEE

1. **CALL TO ORDER:** Meeting called to order by: Comm. VanHouten at 8:00 am.

2. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA  
MOVED BY: LAWRENCE / SECONDED BY: GRIFFITH  
ALL IN FAVOR - MOTION PASSED

3. **CALL TO THE PUBLIC:** None.

4. **APPROVAL OF MEETING MINUTES of December 18, 2013:**

MOTION TO APPROVE THE FOLLOWING MEETING MINUTES DECEMBER 18, 2013  
MOVED BY: LAWRENCE / SECONDED BY: GRIFFITH  
ALL IN FAVOR – MOTION PASSED

5. **HUMAN RESOURCES:** Resolution to Approve the Creation of a Quality Improvement Specialist Position, Grade K With 911 Central Dispatch/Emergency Services

MOTION TO APPROVE THE ABOVE RESOLUTION  
MOVED BY: GRIFFITH / SECONDED BY: LAWRENCE  
ALL IN FAVOR - MOTION PASSED

**6. HUMAN RESOURCES: Resolution to Approve the Job Reclassification of a Public Safety Technology Specialist Position Grade K to Sr. Public Safety Technology Specialist, Grade L**

**MOTION TO APPROVE THE ABOVE RESOLUTION  
MOVED BY: LAWRENCE / SECONDED BY: GRIFFITH  
ALL IN FAVOR - MOTION PASSED**

**7. REPORTS:**

JENNIFER PALMBOS GAVE A BRIEF UPDATE ON THE STATUS OF THE RECLASSIFICATION OF THE INFRASTRUCTURE MANAGER'S EFFECTIVE DATE; DUE TO SOME EXTENUATING CIRCUMSTANCES, LEGAL COUNSEL AGREED THAT THE RECLASSIFICATION COULD BECOME EFFECTIVE AS ORIGINALLY PLANNED – NOVEMBER 15, 2013.

**8. ADJOURNMENT**

**MOTIONED BY GRIFFITH / SECONDED BY LAWRENCE  
TO ADJOURN AT 8:17AM  
ALL IN FAVOR – MOTION PASSED**

Respectfully Submitted,

**TERRY LEE  
HR COORDINATOR**

# List of Temporary Employees

As of February 14, 2014

<u>Dept.</u>	<u>Title</u>	<u>Reason</u>	<u>Start Date</u>
Animal Control	Animal Ctrl. Asst.		05/01/13
Animal Control	Kennel Asst.	Filling in for employee on light duty	11/11/13
Animal Control	Kennel Asst.		11/12/13
Animal Control	Animal Ctrl. Asst.		11/25/13
Animal Control	Kennel Asst.		12/04/13
Animal Control	Animal Ctrl. Asst.		02/12/14
Bldg.Inspection	Build.Inspector	Covers vacations	03/20/13
Public Health	PH Nurse II	EmPrep/MRSA	09/02/13
Public Health	Program Clerk III	Partial Grant Funded	08/12/13
Facility Svcs.	Custodian		12/23/13
Facility Svcs.	Custodian	Chris will be seeking Board approval to fill	02/07/13
Facility Svcs.	Custodian		06/26/13
Facility Svcs.	Custodian		06/26/13
Facility Svcs.	Custodian		07/10/13
Facility Svcs.	Custodian		10/29/13
Facility Svcs.	Custodian		11/01/13
Facility Svcs.	Asst.Maint.Mech.		11/01/13
Admin/Health	Sr. Payroll Clerk	Cover Payroll during MUNIS conversion	08/05/13
IT	Clerk	Inventory PCS	07/29/13
LETS	Driver	Temp 25 hrs.	10/11/13
Veterans Affairs	Admin Aide	Filling in for employee on FMLA	01/03/14

T. Lee  
2/14/2014

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION TO APPROVE THE JOB RECLASSIFICATION OF THE FINANCIAL OFFICER TO COURT FINANCIAL OFFICER, GRADE J TO GRADE M (Courts) To Personnel Committee February 19, 2014**

**WHEREAS,** the position of Financial Officer at the Courts was last reviewed by Plante Moran in 2007 and was classified as a Grade VII on the Court union scale (equivalent to Grade J on Non-union scale); and

**WHEREAS,** as part of the recent collective bargaining agreement settlement, the union has agreed to transfer this position from a union to a non-union position; and

**WHEREAS,** with that agreement, the Courts are requesting to broaden the scope of responsibilities of the position and County Administration supports such restructuring of this position; and

**WHEREAS,** Rahmberg Stover and Associates have determined that this position has changed significantly due to the enhanced scope of the position including an increase in points related to judgment, communications, supervision, complexity, and impact; and

**WHEREAS,** Rahmberg Stover and Associates is recommending this position be reclassified to a non-union, Grade M; and

**WHEREAS,** a budget amendment will need to be processed moving available monies from the General Fund to cover this increase.

**THEREFORE BE IT RESOLVED** that the Personnel Subcommittee hereby approves the reclassification of the Financial Officer position from Grade J to a Court Financial Officer, Grade M, effective with the approval of this resolution.

***NOTE: This reclassification only needs Personnel Subcommittee Approval and does not need to move forward to any other committees.***

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**MOVED:**

**SECONDED:**

**CARRIED:**

**EMPLOYEE NAME:** Ann White  
**JOB TITLE:** Court Financial Officer  
**POSITION ID#:** 101.172-005  
**EMPLOYEES SUPERVISED:** None  
**IMMEDIATE SUPERVISOR:** John Evans  
**TITLE OF IMMEDIATE SUPERVISOR:** Circuit Court Administrator  
**FLSA STATUS:** Exempt - Professional  
**DEPARTMENT:** COURTS      **LOCATION:** Judicial Center  
**EFFECTIVE:** Feb., 2014      **GRADE:** M  
**WORKERS COMPENSATION CODE:** 8810



**SUMMARY OF POSITION:**

This class is responsible for analyzing and preparing a variety of financial and operational information.

**ESSENTIAL FUNCTIONS:**

1. Serves as the Court Financial Officer for the Courts financial division; Circuit, Juvenile, Probate, District, including Specialty Courts, Community Corrections, Central Services, and Friend of the Court (to be phased in by end of 2014) and will make recommendations to the Court Administrators regarding financial matters including but not limited to the employers budget and employee compensation and benefits.
2. Prepares, reviews, analyzes, makes recommendations to the Court Administrators and Judges regarding financial and budgetary matters, including employee wage and benefits and proposals to those unions which represent court employees, submits a variety of complex and/or special reports, reconciliation's, work papers, communications, schedules, tables, and/or statements to and from internal departments, financial institutions, and external agencies.
3. Will be the head of the financial function for the Courts and will have supervisory authority over subordinate employees in that function.
4. Prepares the Courts annual budget, prepares related operational and financial reports, recommends and prepares Court budget amendments/transfers, and consolidates related information according to County policies and procedures.
5. Oversight of the accounts payable functions for the Courts while adhering to the County's financial policies including approval, auditing, and processing claims and the output and warrant posts for submittal to County Administration for inclusion in the applicable check run.
6. Audits the processes, practices, and related operations of departments to eliminate inefficiencies, ensure proper controls are established, and recommends appropriate changes.
7. Analyzes and reviews financial data for compliance with County accounting policies and procedures and assists in developing related policies and procedures.
8. Analyzes, reconciles, and validates a variety of financial data and information.
9. Audits, compiles, calculates and analyzes a variety of financial data and transactions.
10. Responds to audit requests or requests for information from other agencies that require a full working knowledge of accounting principles and practices.
11. Will analyze and make recommendations regarding the employer's financial proposals for union court employee collective bargaining and may sit at the bargaining table as needed.

11. Performs other duties of a similar nature or level.

**GENERAL DUTIES:**

1. Will behave and communicate in a manner that promotes a positive work atmosphere.
2. Will maintain an awareness to provide a safe and healthy environment and will report all hazards and/or concerns.
3. Will participate in approved staff development activities, in-services and supervisory sessions.
4. Will adjust work schedule, with supervisory approval, to meet County needs.
5. Will accept other responsibilities and duties required by the supervisor consistent with the objectives and essential functions of this position. Such responsibilities shall be incorporated into the position description if they involve a lengthy commitment of time or are on going.
6. Will advise supervisor if actual practice (activity) begins to deviate significantly from specified essential functions.

**SUPPLEMENTARY FUNCTIONS:**

1. May represent Livingston County on internal/external committees or work groups to enhance service delivery or service planning, i.e., Transportation Coalition Council.
2. May participate in community education activities.
3. May be required to participate in the periodic evaluation of services and service planning.
4. May receive and assist in resolving complaints or inquires related to services provided by Livingston County.
5. Will participate in approved preparedness drills or emergency activities and will be available in the event of a county declared disaster or emergency.
6. May be assigned to special projects relating to automation or revamping of a manual or obsolete process.

**LICENSING or CERTIFICATIONS:**

- Valid Michigan License and a good driving record.

**QUALIFICATIONS:**

1. Bachelor's Degree in Accounting or Finance and
2. Three years of professional accounting experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

**Knowledge of:**

- Applicable local, state and federal laws, rules, and regulations;
- Governmental accounting procedures, practices, and guidelines;
- Auditing principles and practices;
- Financial and operational control practices and procedures;
- Generally Accepted Accounting Principles.

**Skill in:**

- Operating a computer and applicable software applications; particularly spreadsheets.
- Applying local, state and federal laws, rules, and regulations;
- Researching financial discrepancies;
- Preparing financial reports and documents;



- Analyzing and developing financial procedures;
- Applying accounting procedures and principles;
- Analyzing and interpreting financial information;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

**STAFF DEVELOPMENT/TRAINING:**

- Prevention of Harassment in the Workplace
- Hazardous Materials Training
- For positions “at risk” for work-related musculoskeletal disorder (WMSD), will participate in Ergonomics Training minimally every three years.

**WORKING CONDITIONS:**

**Physical Requirements:**

- Positions in this class typically require: fingering, talking, hearing, seeing and repetitive motions.
- Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- Incumbents may be subjected to travel.
- May be exposed to hazardous materials found in a home or general office environment.
- Use of household cleaning products and disinfectants may be required.

**CRITERIA FOR MERIT INCREASES:**

- Has developed specific efficiencies in performance of duties.
- Exceeds performance objectives for the position.
- Demonstrates on-going skill development through readings, journals, etc.
- Initiates constructive ideas with supervisor for unit/position performance.
- Assumes constructive leadership role with co-workers.
- Assists in providing training to other staff, share skills with other staff.
- Functions willingly as a training consultant/resource to colleagues.
- Pursues appropriate certification/licensure.

I understand that failure to comply with all areas of this Position Description could result in disciplinary action. By signing below, I am indicating that I have read and understand all job requirements, agree to abide by them as written, and have received a copy of this document.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**POSITION DESCRIPTION ESTABLISHED: 02/14**

**POSITION DESCRIPTION REVIEWED: 02/14**

Position: Court Financial Officer  
 Evaluated: 2/14/14

Educ/Exp		Judgment		Commun.		Supv/Mgmt		Complexity		Resp for Others		Impact		Environment		Total	Grade
Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Points	
5e	570	4a	370	3bb	310	4c	145	4b	600	1a	0	4b	600	1a	50	2645	M

**LEVELS**

**Point ranges:**

D	1180-1200	G	1501-1650	J	2001-2200	M	2601-2800	P	3401-3700	S	4301+
E	1201-1350	H	1651-1825	K	2201-2400	N	2801-3100	Q	3701-4000		
F	1351-1500	I	1826-2000	L	2401-2600	O	3101-3400	R	4001-4300		



To: Jennifer Palmbos

From: Karine Stover

Date: February 14, 2014

Re: Court Financial Officer

At your request, I have reviewed the position of Court Financial Officer, including the JAQ that was submitted, the position description, and the Petition for Unit Clarification.

Based on the information provided and my understanding of the position, my evaluation yielded total points of 2645. With a point value of 2645, the position would be assigned to Grade M.

Detailed job evaluation points are attached. If you have any questions or would like to discuss this position further, please contact me.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION TO APPROVE THE CREATION OF AN ANIMAL SHELTER  
COORDINATOR, GRADE I, WITH THE ANIMAL CONTROL DEPARTMENT**

*To Personnel Committee February 29, 2014*

**WHEREAS**, there is a need to establish an Animal Shelter Coordinator position for Animal Control; and

**WHEREAS**, this newly created position will be responsible for the current Animal Control Assistant duties along with performing duties of a working supervisor/coordinator such as coordinating the staff schedules, payroll, staff assignments, resolving customer service issues, etc.; and

**WHEREAS**, this position has been evaluated by Rahmberg Stover and Associates who is recommending this position be classified as a Grade **I**; and

**WHEREAS**, funding for same has been approved within the 2014 Budget.

**THEREFORE BE IT RESOLVED** that the Personnel Subcommittee hereby approves the creation of an Animal Shelter Coordinator, Grade I for Animal Control.

*NOTE: This new job creation has already been approved for the 2014 budgeted calendar year so it does not need to move forward to any other committees.*

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**MOVED:**

**SECONDED:**

**CARRIED:**

Position: Animal Shelter Coordinator  
 Evaluated: 2/17/2014

Educ/Exp		Judgment		Commun.		Supv/Mgmt		Complexity		Resp for Others		Impact		Environment		Total	Grade
Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Level	Points	Points	
3C	325	2C	230	2AC	250	4B	125	2B	300	2B	150	2A	250	2B	225	1855	I

LEVELS Point ranges:

D	1180-1200	G	1501-1650	J	2001-2200	M	2601-2800	P	3401-3700	S	4301+
E	1201-1350	H	1651-1825	K	2201-2400	N	2801-3100	Q	3701-4000		
F	1351-1500	I	1826-2000	L	2401-2600	O	3101-3400	R	4001-4300		



To: Jennifer Palmbos

From: Karine Stover

Date: February 18, 2014

Re: Animal Control – Shelter Coordinator

At your request, I have reviewed the new position of Shelter Coordinator in the Animal Control Department based on the JAQ that was submitted.

Based on the information provided and my understanding of the position, my evaluation yielded total points of 1855. With a point value of 1855, the position would be assigned to Grade I.

Detailed job evaluation points are attached. If you have any questions or would like to discuss this position further, please contact me.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION AUTHORIZING THE SIGNING OF THE 2014 SCHEDULE A - RENEWAL TERM JANUARY 2014 to DECEMBER 2014 WITH BLUE CROSS BLUE SHIELD OF MICHIGAN - Human Resources / Personnel Committee / Finance / Full Board**

WHEREAS, Livingston County contracts with Blue Cross Blue Shield of Michigan to administer health, dental, and vision benefits to its employees and retirees; and

WHEREAS, Livingston County has received the 2014 Schedule A to renew Livingston County's contract with Blue Cross Blue Shield of Michigan for Administrative Services; and

WHEREAS, starting in 2013, Blue Cross Blue Shield of Michigan discontinued paying agent commissions out of the administrative fee thereby significantly reducing the fee; and

WHEREAS, agent commissions will be paid by Blue Cross Blue Shield of Michigan on stop-loss coverage only; and

WHEREAS, the remaining agent commissions will be paid from the savings in the reduction of the administrative fee which will be itemized separately on Quarterly Statements, and paid through normal weekly wire payments to Blue Cross Blue Shield by separate professional services agreement; and

WHEREAS, the separate professional services agreement with Blue Cross Blue Shield of Michigan is for the processing of all agent fee payments on a pass-through basis for no additional charge.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the attached Schedule A - Renewal Term January 2014 - December 2014, after review by legal counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the professional services agreement with Blue Cross Blue Shield of Michigan and Brown & Brown Insurance for processing of the agent fees, after review by legal counsel.

BE IT FINALLY RESOLVED that that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign any and all documents related to the 2014

renewal of benefits between Livingston County and Blue Cross Blue Shield of Michigan, after review by legal counsel, in order to provide benefits to employees and retirees in the 2014 plan year. # #

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



SCHEDULE A-Renewal Term (Effective January 2014 through December 2014)  
Administrative Services Contract (ASC)

1. Group Name: Livingston County  
 2. Group Number: 007000373  
 3. Contract Effective Date: October 1, 1983  
 4. ASC Funding Arrangement: Weekly Wire  
 5. Line(s) of Business:  
      Facility  
          Facility Foreign  
          Facility Domestic  
      Physician  
      Master Medical

- Prescription Drugs  
 Dental  
 Vision  
 [Hearing]

\*Domestic Facility Code(s):

6. Administrative Fees:

	<u>Cost Per Contract</u>	<u>Monthly Contracts</u>	<u>Monthly Premium</u>
A. Administrative Fee	\$64.90	491	\$31,866
B. Wellness Program Fee (divisions 0002, 0030, 0060)	\$3.99	202	\$806
<b>TOTAL</b>			<u>\$32,672</u>
C. Additional Administrative Compensation: Zero			

7. Stop-loss Coverage(s):

- A. Stop-loss Coverage Purchased  
      Standard  Specific Only  
      Specific and Aggregate  Aggregate Only  
      None
- B. Coverage Lines of Business  
      Facility  Master Medical  
          Facility Foreign Payment  Prescription Drugs  
          Facility Domestic Charge  All Lines of Business (Aggregate Only)  
      Physician

C. Attachment Point(s) (per contract)                      Specific: \$150,000                      125% Aggregate:                      \$11,406

	<u>Cost Per Contract</u>	<u>Monthly Contracts</u>	<u>Monthly Fee</u>
D. Total Stop-loss Fee	\$70.15	491	\$34,444

Blue Cross Blue Shield of Michigan is an independent licensee of the Blue Cross and Blue Shield Association.

- 8. Late Payment Charges/Interest:
  - A. Late Payment Charge 2%
  - B. Yearly Statutory Interest Charge (Simple Interest) 12%
  - C. Provider Contractual Interest

9. BCBSM Account: 1840-09397-3 Comerica 0720-00096  
 Wire Number Bank American Bank Assoc

10. The Group acknowledges that BCBSM or a Blue Cross and Blue Shield Plan may have compensation arrangements with providers in which the provider is subject to performance or risk-based compensation, including but not limited to withholds, bonuses, incentive payments, provider provider credits and member management fees. Often the compensation amount is determined after the medical service has been performed and after the Group has been invoiced.

11. In the event the Schedule A in the form as submitted to Group by BCBSM ("this Schedule A") is not signed by Group and delivered to BCBSM on or before the 15th day after the Renewal Date, Group's administrative fee shall increase by \$2 per contract per month during the Term until the first day of the month following BCBSM's receipt of this Schedule A as signed by Group. Notwithstanding the foregoing, Group's total increase in its administrative fee shall not exceed \$10,000 per month.

12. BCBSM will charge an additional administrative fee of \$4.00 per contract per month if an ASC customer obtains stop-loss coverage from a third-party stop-loss vendor.

13. Your rate does not include taxes or assessments under consideration by federal and state governments that, if enacted, would be added to your bill.

BCBSM:

BY: \_\_\_\_\_  
 (Signature)

NAME: \_\_\_\_\_  
 (Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 (Signature)

NAME: \_\_\_\_\_  
 (Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE GROUP:

BY: \_\_\_\_\_  
 (Signature)

NAME: \_\_\_\_\_  
 (Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 (Signature)

NAME: \_\_\_\_\_  
 (Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Blue Cross Blue Shield of Michigan is an independent licensee of the Blue Cross and Blue Shield Association.

Livingston County

Group Number - 007000373

## PROFESSIONAL SERVICES AGREEMENT

This agent fee processing agreement ("Agreement") is effective January 1, 2014, and is made among Blue Cross Blue Shield of Michigan, a Michigan non-profit corporation with offices at 600 Lafayette East, Detroit, Michigan 48226 ("BCBSM"), Livingston County with offices at 304 East Grand River Ave., Suite 205, Howell, MI 48843 ("Group") and Brown & Brown of Central Michigan, Inc. with offices at 1605 Concentric Blvd. Suite 1, Saginaw, MI 48604 ("Agent").

Whereas, Group and Agent have negotiated an agent fee ("Agent Fee") that Group will pay Agent;

Whereas, BCBSM is willing to assist Group with the payment process of the Agent Fee;

Now therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Group and Agent have negotiated and agreed to the following Agent Fee for the period beginning January 1, 2014 until terminated by any party as set forth below:
  - a. \$2,752.17 per month; or
  - b. \$ N/A per contract per month (only for non-quarterly settled Groups)
2. Group and Agent acknowledge and agree that such Agent Fee is reasonable compensation for Agent's services.
3. In addition to the services that BCBSM performs pursuant to an administrative services contract ("ASC") with Group, BCBSM is willing to assist Group with the payment process for the Agent Fee.
4. BCBSM will add the Agent Fee to Group's ASC invoice as follows:
  - a. If Group's ASC is a weekly or monthly invoice program, the Agent Fee will be added to the invoice that contains the ASC administrative fee;
  - b. If Group's ASC is a quarterly settled weekly or quarterly settled monthly invoice program, each month the Agent Fee will be set forth on BCBSM's eBookshelf or eBilling website (Note: Group's Quarterly Payment Schedule will not reflect the Agent Fee, however, the Group's quarterly reconciliation will include a separate line item for the Agent Fee payments that were made in the previous quarter);
  - c. If Group's ASC is an advance deposit program or monthly cap program, each month the Agent Fee will be set forth on BCBSM's eBookshelf or eBilling website;
5. Group will pay BCBSM the Agent Fee in addition to Group's required ASC payments and on the same schedule, terms and conditions as set forth in the ASC.
6. BCBSM will process all Agent Fee payments on a pass-through basis and BCBSM will only pay the Agent if BCBSM receives such amount from Group. BCBSM will report the Agent Fee to Group for Group's Form 5500. BCBSM will also report the Agent Fee to the Internal Revenue Service and issue Form 1099s to the Agent.
7. Group may change the Agent and/or Agent Fee by completing and giving BCBSM a new, fully executed Agent Fee Agreement 30 days prior to the 1st of the month in which the new Agent and/or Agent Fee will be payable.
8. Group and Agent acknowledge that BCBSM's process does not allow for any retro-changes to the Agent or Agent Fee.
9. This Agreement may be terminated by any party by giving the other parties 30 days prior written notice.
10. The terms and conditions of this Agreement shall be confidential and shall not be disclosed or released to any third party without the prior written consent of all parties.
11. General Terms.
  - a. Waiver. The failure of any party at any time to require performance of any provision of this Agreement shall not affect in any way that party's full right to require such performance at any time thereafter.

- b. Compliance with Laws. Agent shall comply with all state and federal laws and regulations applicable to Agent's representation of BCBSM. Agent shall also comply with all rules and instructions issued by BCBSM, including but not limited to underwriting rules, regarding the marketing, sale and servicing of any Products offered through BCBSM
- c. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable for any reason, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- d. Merger Clause. This Agreement and the application to which it is attached and any addenda, schedules, rules or other agreements provided for in this Agreement or incorporated hereunder, shall be the entire agreement of the parties and supersedes all previous agreements whether oral or written, among BCBSM, Group, and Agent.
- e. Assignment. The Agent Fee shall not be assignable to any third party without the prior written consent of all parties.
- f. Law. This Agreement is entered into in the State of Michigan and shall be construed according to the laws of Michigan.
- g. Amendment. This Agreement may be amended only by a written amendment duly executed by authorized representatives of each party.
- h. Warranties. BCBSM MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF ITS SERVICES OR DELIVERABLES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ITS PERFORMANCE.
- i. Indemnification. Group and Agent shall indemnify, defend, and hold BCBSM harmless from and against any and all claims, actions, loss, damage, liability, cost or expense resulting from Group or Agent's acts or omission with respect to this Agreement, unless caused by BCBSM's gross or willful misconduct. In addition, BCBSM shall not be liable for any indirect, incidental, reliance, special, consequential or punitive damages (including lost revenue, lost profit, or loss of business opportunity) of any Party, including third parties, whether or not such damages are foreseen or unforeseen.

Group

Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Angela L. Garner, Executive Vice President  
Print Name and Title

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

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

Blue Cross Blue Shield of Michigan

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

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**RESOLUTION AMENDING RESOLUTION NO. 2014-01-005 TO DISALLOW UNUSED SICK TIME TO BE PAID INTO A HEALTH CARE SAVINGS PLAN AT RETIREMENT FOR NON-UNION EMPLOYEES**

**WHEREAS,** Livingston County Board of Commissioners adopted Resolution No. 2007-09-220 which authorized the non-union employees' sick leave program in conjunction with introducing a short term disability program; and

**WHEREAS,** Resolution No. 2012-04-120 allowed employees to choose to roll over sick time to their Health Care Savings Plan account annually and at retirement; and

**WHEREAS,** the Board of Commissioners adopted Resolution 2014-01-005 after the plan administrator for the Health Care Savings Plans, MERS of Michigan, strongly recommended we discontinue allowing the annual sick time conversion based on recent Internal Revenue Service tax rulings; and

**WHEREAS,** MERS of Michigan is now advising that based on recent Internal Revenue Service tax rulings it is unable to administer the sick conversion at retirement because our current policy allows the employee to choose whether to take sick time payouts as cash or as a deposit into their Health Care Savings account.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby discontinues allowing sick time to be converted into Health Care Savings Plan Accounts (currently administered by MERS of Michigan) following retirement.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes the changes and amendments to any previous participation agreements as required by MERS of Michigan to effectuate the changes described herein.

**THEREFORE BE IT FINALLY RESOLVED** that the Livingston County Board of Commissioners authorizes the Chair of the Board of Commissioners to sign on behalf of Livingston County any documents required by MERS of Michigan in order to effectuate this resolution.

**MOVED:**

**SECONDED:**

**CARRIED:**