

PUBLIC SAFETY & INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

2/22/2016

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

7:30 PM

AGENDA

- 1. CALL MEETING TO ORDER**
- 2. APPROVAL OF MINUTES**
Minutes of Meeting Dated: November 23, 2015
- 3. APPROVAL OF AGENDA**
- 4. REPORTS**
- 5. CALL TO THE PUBLIC**
- 6. RESOLUTIONS FOR CONSIDERATION:**

07 Central Dispatch
RESOLUTION RECOGNIZING THE OBSERVANCE OF NATIONAL
PUBLIC SAFETY TELECOMMUNICATORS WEEK, APRIL 10-16, 2016, for
9-1-1 CENTRAL DISPATCH / PUBLIC SAFETY / FINANCE / BOARD OF
COMMISSIONERS

08 Jail
CONCIERGE CORRECTIONS TO PROVIDE ASSET RECOVERY SERVICES
- Jail / Public Safety / Finance / Board

09 Drain Commissioner
RESOLUTION APPROVING THIRD AMENDMENT TO LIVINGSTON
COUNTY SEWAGE DISPOSAL SYSTEM (VILLAGE OF
FOWLerville/TOWNSHIP OF HANDY) 2005 IMPROVEMENTS AND
EXTENSIONS CONTRACT

-
- 10. CALL TO THE PUBLIC**
 - 11. ADJOURNMENT**

MEETING MINUTES

LIVINGSTON COUNTY

NOVEMBER 23, 2015 - 7:30 PM

ADMINISTRATION BUILDING – BOARD CHAMBERS
304 E. GRAND RIVER AVENUE, HOWELL, MI 48843

PUBLIC SAFETY & JUDICIARY COMMITTEE

DAVID DOMAS **KATE LAWRENCE** DON PARKER RON VANHOUTEN

OTHERS:
TOM CREMONTE
CHAD CHEWNING
DANIKA CATNICK
FLORIAN LAUTENSCHLAGER

NADREA LAUTENSCHLAGER
MAX LAUTENSCHLAGER
JEFF BOYD
CAROL GRIFFITH

STEVE WILLIAMS
KEN HINTON
CAROL SUE JONCKHEERE

1. **CALL TO ORDER:** Meeting called to order by: **COMM. LAWRENCE** at **7:34 PM**.
2. **APPROVAL OF MINUTES:** Minutes of Meeting dated **SEPTEMBER 28, 2015:**

MOTION TO APPROVE THE MINUTES, AS PRESENTED.
MOVED BY: DOMAS / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED

3. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA, AS PRESENTED.
MOVED BY: PARKER / SECONDED BY: DOMAS
ALL IN FAVOR - MOTION PASSED

4. **REPORTS:** **COMMISSION DOMAS** - Attended the Michigan Association of Counties' Judiciary & Public Safety Committee:
 - Legislation being proposed that will raise the age of juvenile from under 17 to under 18.
 - The increase of use of Opiates was also a discussion item at the MAC Committee meeting.
5. **CALL TO THE PUBLIC:**
6. **RESOLUTIONS FOR CONSIDERATION:**

7. **JAIL: RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH CORRECT CARE SOLUTIONS**

**RECOMMEND MOTION TO: FINANCE
MOVED BY: DOMAS / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

8. **911: RESOLUTION AUTHORIZING A MAINTENANCE SERVICE AGREEMENT RENEWAL FOR 11 SENTINEL PATRIOT POSITIONS WITH AT&T**

**RECOMMEND MOTION TO: FINANCE
MOVED BY: DOMAS / SECONDED BY: PARKER
YEAS: LAWRENCE & PARKER / NAYS: DOMAS
MOTION PASSED**

9. **CALL TO THE PUBLIC: None. Florian LAUTENSCHLAGER Key Club Award – 4-H**

10. **ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:53
MOVED BY: DOMAS / SECONDED BY: PARKER
ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

CAROL SUE JONCKHEERE
RECORDING SECRETARY

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION RECOGNIZING THE OBSERVANCE OF NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK, APRIL 10-16, 2016, – 9-1-1 CENTRAL DISPATCH / PUBLIC
SAFETY / FINANCE / BOARD OF COMMISSIONERS**

WHEREAS, annually, the second full week of April has been designated as *National Public Safety Telecommunicators Week* in recognition of the estimated 300,000 men and women dedicated to the country's 9-1-1 service; and

WHEREAS, public safety answering points are the first and single point of contact for persons seeking immediate and effective relief during an emergency, as well as those reporting crimes, suspicious persons, unusual incidents or matters of homeland safety and security; and

WHEREAS, the number 9-1-1 is universally recognizes as dedicated to summon police, fire or medical assistance whenever and wherever needed; and

WHEREAS, the 9-1-1 telecommunicators of Livingston County provide the first-line, 24-hour, seven-days-a-week link between our citizens and public safety's first responders; and

WHEREAS, public safety telecommunicators exhibit compassion, understanding and expertise during the performance of their demanding jobs; and

WHEREAS, the public safety telecommunicators of Livingston County 9-1-1 Central Dispatch contributed to saving lives, apprehending criminals and preventing property loss this past year.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners joins with the Unites States Congress to declare the week of April 10th through April 16th, 2016, *National Public Safety Telecommunicators Week* in honor of the men and women whose unswerving diligence keep our citizens safe.

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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: Public Safety Committee
Board of Commissioners

From: Chad Chewning, Deputy Director

Date: February 17, 2016

Re: National Public Safety Telecommunicators Week
April 10–16, 2016

The Livingston County Board of Commissioners historically joins with the United States Congress to annually recognize the second full week of April as National Public Safety Telecommunicators Week. I respectfully request the Board of Commissioners continue this observance for the men and women of the 9-1-1 Central Dispatch by resolution.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH CONCIERGE CORRECTIONS TO PROVIDE ASSET RECOVERY SERVICES - LIVINGSTON COUNTY JAIL

WHEREAS, Concierge Corrections is a Lansing based company providing asset recovery services to a number of county jails throughout Michigan

WHEREAS, services would supplement our current medical contract and not violate or interfere with the provisions of the contract

WHEREAS, two other counties who use Concierge Services have been contacted by our county purchasing

WHEREAS, other counties have responded favorably and have recovered thousands of dollars in previously paid medical bills

WHEREAS, we are requesting the Board allow us to enter a "Business Associate Agreement" with Concierge for review of current off-site medical bills and provide a recommendation for potential cost recovery

WHEREAS, the review will be for a period of 90 days, commencing upon approval of this resolution

WHEREAS, once a determination is made as to potential recovery of off-site care, will need to go back to the Board for approval to enter into a specific contract for services

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Concierge Corrections for recovery services for the period of 90 days for services described above.

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MOVED:
SECONDED:
CARRIED:

Business Associate Contract

This Business Associate Contract (“Contract”) is made by and between **Concierge Corrections, LLC**, a Michigan limited liability company whose principal place of business is 2869 Jolly Road, Okemos, MI 48864 (hereinafter “Business Associate”), and **Livingston County Jail**, (hereinafter “County”), 150 S. Highlander Way, Howell, MI 48843 expressly agree as follows:

Whereas, Business Associate has, is, and does perform various services for or on behalf of County that may or do in fact contain individually identifiable protected health information (hereinafter “PHI”) as defined by § 160.103 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 (“the HITECH Act”), and other applicable laws and regulations.

Whereas, County, in order to meet its obligations to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereinafter HIPAA or DHHS regulations), and the HITECH Act, as such laws and regulations may be amended from time to time, seeks reasonable assurances from Business Associate that Business Associate will comply with the portions of those laws and regulations made applicable to business associates by the HITECH Act.

Whereas, County and Business Associate may desire to facilitate the services called for by this Contract by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

Breach shall have the meaning specified in § 17921 of the HITECH Act as amended by the Omnibus Rule, Federal Register, Vol. 78, No. 17 / Friday, January 25, 2013 / Rules and Regulations, pp. 5566 *et seq.*

- A. **Business Associate** shall have the meaning specified in the Privacy Rule, the Security Rule, § 27938 of the HITECH Act, particularly 45 C.F.R. § 160.103, and the Omnibus Rule, and hereinafter refers to Concierge Corrections (also known as “Contractor” in affiliated Agreements).
- B. **Covered Entity** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule, and hereinafter refers to County.
- C. **Designated Record Set** shall have the meaning specified in 45 C.F.R. § 164.501.
- D. **Electronic Health Record** shall have the meaning specified in § 17921 of the HITECH Act as modified by the Omnibus Rule.

- E. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- F. **Protected Health Information (“PHI”)** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- G. **Required by law** shall have the meaning specified in 45 C.F.R. § 164.103.
- H. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary’s behalf.
- I. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- J. **Security Rule** shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- K. **Unsecured PHI** shall have the meaning specified in § 17932 of the HITECH Act and any regulations issued thereunder by the Department of Health and Human Services (“DHHS”).

2. **Obligations of the Business Associate.**

- A. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. §§ 1171 *et seq.* and regulations promulgated thereunder, and any additional security requirements contained in Subtitle D of Title IV of the HITECH Act that apply to County but not otherwise, Business Associate does hereby assure County that Business Associate will implement appropriate safeguards, including, but not limited to, the administrative, physical, and technical safeguards and documentation requirements of the Security Rule to protect the confidentiality, integrity, and availability of any electronic PHI that it may receive, maintain, or transmit on behalf of the County and will appropriately safeguard all PHI regardless of form or format.
- B. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.
- C. Business Associate agrees to report to County any use or disclosure of the PHI not provided for by this Contract or any security incident of which it becomes aware involving PHI of the County.
- D. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from County agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate shall get “downstream” business associate contracts in place with subcontractors that inform them that under the Omnibus Rule they now qualify as business associates.
- F. Business Associate shall make available PHI in accordance with applicable law.
- G. Business Associate shall provide to individuals who are the subject of PHI received from County their rights as made applicable to business associates of covered entities.
- H. Business Associate shall maintain standard records pursuant to this Contract and to provide such records and other necessary information to the County or to the Secretary as may be requested or required in writing and as permitted by law. Business Associate agrees that all records kept in connection with this Contract are subject to review and audit by the County upon reasonable notice and written request by the County.
- I. Business Associate agrees to document such uses and disclosures of PHI and information related to such disclosures as would be required for a covered entity to respond to a request for an individual for an accounting of uses and disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Upon termination of this Contract by either party for any reason, Business Associate shall return or destroy all PHI received from County that Business Associate still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- K. Business Associate shall incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

3. Permitted Uses and Disclosures.

- A. In the event that Business Associate obtains or creates PHI, Business Associate may use or disclose such PHI only if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) as follows:
 - a. Except as otherwise limited in this Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County, provided that such use or disclosure would not violate the Privacy and Security Rules if done by County.
 - b. Except as otherwise restricted by this Contract, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed

that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the person(s) to whom Business Associate so discloses information notifies County of any instances of breach of confidentiality that such person is aware of.

- B. Upon termination of this Contract for any reason, Business Associate shall return or destroy all PHI received from County or created or received by Business Associate on behalf of County, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate may retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide County notification that return or destruction of the PHI is not feasible. Upon mutual agreement of the parties, that return or destruction is not feasible; Business Associate shall extend the protections of this agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as the Business Associate maintains the PHI.

4. Application of Civil and Criminal Penalties.

- A. If Business Associate violates any security provision specified above or §§ 1176 and 1177 of the Social Security Act, 42 U.S.C. §§ 1320d-5 and 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to County if it violates such security provisions.
- B. Business Associate shall be subject to audit of its security measures by the Office of the Inspector General (“OIG”) of DHHS.

5. Information Breach Notification Requirements.

- A. Business Associate recognizes that County has certain reporting and disclosure obligations to the Secretary and others, including the individual, in case of a security breach of unsecured PHI. In cases in which Business Associate accesses, maintains, retains, modifies, records, stores, destroys, uses, or discloses PHI, Business Associate without unreasonable delay and in no case later than 60 days following discovery of a breach of such information shall notify County of any such breach. Such notice shall include the identification of any individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during the breach.
- B. Business Associate shall be liable for the costs associated with such breach if caused by Business Associate’s negligent or willful acts or omissions or the negligent or willful acts or omissions of Business Associate’s agents, officers, employees, or subcontractors.

6. Miscellaneous.

- A. Business Associate shall maintain comprehensive general liability insurance throughout the term of this Contract in minimum limits of \$10,000.00 Dollars per occurrence or per claim and Two Million Dollars in the aggregate.
- B. In the event that Business Associate secures claims insurance coverage, it agrees to purchase an unlimited reporting endorsement upon the cancellation or termination of said coverage.
- C. Business Associate agrees to provide County a certificate of insurance evidencing such coverage before the effective date of this Contract and any renewals thereof.
- D. If Business Associate proposes to voluntarily cancel or not renew any existing coverage, change the carrier thereof, change the terms thereof, or reduce the limits of such coverage, Business Associate shall give written notice thereof to County, specifying the nature and proposed date of such proposed cancellation, nonrenewal, change, or reduction. If such proposed cancellation, nonrenewal, change, or reduction is not acceptable to County, within thirty (30) days after receipt of notice thereof from Business Associate, County may notify Business Associate of the termination of this Contract effective upon the date of such proposed cancellation, nonrenewal, change, or reduction.
- E. Business Associate agrees to indemnify and hold harmless County, its Board of Directors, officers, agents, employees, and personnel (hereinafter "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the Business Associate's breach of its duties or the indemnifying party's errors or omissions within the terms of this Contract or vicarious liability of the County for any act or conduct of the Business Associate adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the Business Associate provided pursuant to this Contract. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred because of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- F. Documents; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A and transaction sets that the parties by written agreement add to Appendix A (collectively "Documents"). All documents shall be transmitted in accordance with the standards set forth in Appendix A.
- G. Third-party Service Providers. The parties will transmit Documents electronically to each party, as specified in Appendix A, either directly or through any third-party service provider with which either party may contract. Either party may modify its election to use, not use, or change a third-party service provider upon thirty (30) days' prior written notice to the other party.
- H. Costs of Third-party Service Providers. Each party shall be responsible for the costs of any third-party service provider with which it contracts unless otherwise set forth in Appendix A.

- I. Liability for Acts of Third-party Service Providers. Each party shall be liable for the acts or omissions of its third-party service provider while transmitting, receiving, storing, or handling Documents or performing related activities for, with, to, or from such party, provided that, if both parties use the same third-party service provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such third-party service provider as to such Document.
- J. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive Documents.
- K. Signatures. Each party shall adopt as its signature (“Signature”) an electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document transmitted by such party. Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated such Document. Neither party shall disclose to any unauthorized person the Signature of the other party.
- L. Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party’s Receipt Counter designated in Appendix A.
- M. Verification. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in Appendix A. A functional acknowledgment shall constitute conclusive evidence that the receiving party has properly received a Document.
- N. Integrity. The parties will take reasonable measures to protect the integrity of all documents and data. Neither party will insert any virus, key locks, or other programs into the system, regardless of whether or not a dispute exists between the parties. The receiving party will return the information in usable form upon request or at the end of the contract.
- O. Business Associate agrees that County may amend this Contract from time to time to the extent required by the provisions of 42 U.S.C. §§ 1171 *et seq.*, HIPAA, the HITECH Act, and regulations promulgated thereunder to ensure that this Contract is consistent therewith.

6. Term of Contract.

- A. The term of the Contract shall be effective as of the effective date set forth below and shall terminate when all PHI provided by County to Business Associate or created or received by Business Associate on behalf of County is destroyed or returned to County or, if it is not feasible to return or destroy such PHI, protections are extended to such PHI in accordance with the termination provisions above.
- B. Without limiting the rights and remedies of County elsewhere set forth in this agreement or available under applicable law, County may terminate this agreement without penalty or recourse to County if County determines that Business Associate has violated a

material term of the provisions of this agreement and has not cured the breach to the satisfaction of the County, in the County's sole discretion.

IT IS SO AGREED

This combined Privacy and Security Business Associate Contract shall take effect the ____ day of _____, 2015, and is adopted and executed by:

IONIA COUNTY JAIL	BUSINESS ASSOCIATE CONCIERGE CORRECTIONS, LLC
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

APPENDIX A

TRANSACTION SET DOCUMENT LISTINGS

[The language below is to provide background and educate on the information parties are responsible for managing and maintaining.]

Each party will keep track of and maintain records of applicable transaction sets and document listings transmitted.

EDI Health Care Claim Transaction set (837) is used to submit health care claim billing information, encounter information, or both, except for retail pharmacy claims (see EDI Retail Pharmacy Claim Transaction below). Providers of health care services may send EDI to payers, either directly or via intermediary billers and claims clearinghouses. It is used to transmit health care claims and billing payment information between payers with different payment responsibilities where coordination of benefits is required or between payers and regulatory agencies to monitor the rendering, billing, and/or payment of health care services within a specific health care/insurance industry segment.

For example, a state mental health agency may mandate all healthcare claims, Providers and health plans who trade professional (medical) health care claims electronically must use the 837 Health Care Claim: Professional standard to send in claims. As there are many different business applications for the Health Care claim, there can be slight derivations to cover off claims involving unique claims such as for Institutions, Professionals, Chiropractors, and Dentists etc.

EDI Retail Pharmacy Claim Transaction (NCPDP Telecommunications Standard version 5.1) is used to submit retail pharmacy claims to payers by health care professionals who dispense medications, either directly or via intermediary billers and claims clearinghouses. It can also be used to transmit claims for retail pharmacy services and billing payment information between payers with different payment responsibilities where coordination of benefits is required or between payers and regulatory agencies to monitor the rendering, billing, and/or payment of retail pharmacy services within the pharmacy health care/insurance industry segment.

Parties use **EDI Health Care Claim Payment/Advice Transaction Set (835)** to make payments, send Explanations of Benefits (EOB) and providing Explanation of Payments (EOP) remittance advice, as well as to make a payment and send an EOP remittance advice only from a health insurer to a health care provider either directly or via a financial institution.

Employers, unions, government agencies, associations or insurance agencies can use **EDI Benefit Enrollment and Maintenance Set (834)** to enroll members to a payer. The payer is a healthcare organization that pays claims, administers insurance or benefit or product. Examples of payers include an insurance company, health care professional (HMO), preferred provider organization (PPO), government agency (Medicaid, Medicare etc.) or any organization that may be contracted by one of these former groups.



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

150 S. Highlander Way
Phone 517-540-7946 Fax 517-546-1744
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Tom Cremonte
Date: 02/17/2016
Re: Concierge Corrections to provide asset recovery services

Concierge Corrections is a Lansing based company providing asset recovery services to a number of county jails throughout Michigan. Their services would supplement our current medical contract and not violate or interfere with the provisions of the contract.

We are requesting the Board allow us to enter a "Business Associate Agreement" with Concierge for them to review of our current off-site medical bills and provide a recommendation for potential cost recovery. The review will be for a period of 90 days, commencing upon approval of this resolution. This contract or agreement only allows them access to our medical records for their review. Once a determination is made as to potential for recovery on off-site care, we will need to go back to the Board for approval to enter into a specific contract for services.

Two other counties who use Concierge Services have been contacted by our county purchasing. The counties responded favorably and have recovered thousands of dollars in previously paid medical bills. A copy of the Business Associate Contract is attached.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING THIRD AMENDMENT TO LIVINGSTON COUNTY SEWAGE DISPOSAL SYSTEM (VILLAGE OF FOWLerville/TOWNSHIP OF HANDY) 2005 IMPROVEMENTS AND EXTENSIONS CONTRACT

WHEREAS, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”), the County, acting through the BPW, the Village of Fowlerville (the “Village”) and the Township have entered into the Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of June 1, 2005, as amended by (i) the First Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of October 1, 2005 and (ii) the Second Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract (the “Second Amendment”), dated as of December 1, 2012 (as amended, the “Contract”), in respect of the acquisition, construction and financing of improvements to the existing wastewater treatment facility of the Village’s sewage disposal system and various improvements and extensions to be connected to the existing sewage disposal system of the Village (collectively, the “Project;” that portion of the Project to be paid for by the Village is hereinafter referred to as the “Village Project” and that portion of the Project to be paid for by the Township is hereinafter referred to as the “Township Project”); and

WHEREAS, pursuant to the Contract, the County issued (i) one series of its bonds in the aggregate amount of \$3,200,000 to provide funds to pay the cost of the Village Project and (ii) one series of its bonds in the aggregate amount of \$5,060,000 to provide funds to pay the cost of the Township Project (the “Township Project Bonds”); and

WHEREAS, the Township Project consisted of, among other things, a sanitary sewer extension beginning at the end of the existing Village collection system located on National Road in the Village just east of Gregory Road, then running west along National Road to Gregory Road, then north along Gregory Road to Grand River Avenue, and then west approximately 10,000 feet along Grand River Avenue (collectively, the “Grand River Sewer Extension”); and

WHEREAS, the BPW entered into various contracts with construction contractors for the construction of the Grand River Sewer Extension; and

WHEREAS, the Grand River Sewer Extension has not been completed to date and there remains to be completed approximately 1,000 feet of gravity sewer and approximately 1,400 feet of forcemain; and

WHEREAS, pursuant to the Second Amendment, the County agreed to advance from its available funds to the Township an amount not to exceed \$475,000 to pay the cost of completing the Grand River Sewer Extension and to be repaid by the Township as provided therein; and

WHEREAS, approximately \$45,000 was advanced by the County in furtherance of completing the Grand River Sewer Extension, but after receiving construction bids for completion of the Grand River Sewer Extension which exceeded the engineer's estimate, the County and the Township determined not to proceed with completing the Grand River Sewer Extension; and

WHEREAS, subsequently the Township purchased a majority of the parcels that were to have been served by the Grand River Sewer Extension and also entered into settlement agreements, at a cost of approximately \$58,000, with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension; and

WHEREAS, in 2014, the County also settled litigation it had commenced against one of the contractors for the Grand River Sewer Extension and after the payment of legal fees and other expenses of such litigation, there remains approximately \$58,000 from the proceeds of such settlement (the "Remaining Proceeds"); and

WHEREAS, as a result of (i) changes in the proposed development in the area that was to have been serviced by the Grand River Sewer Extension, (ii) Township ownership of a majority of the parcels that were to have been serviced by the Grand River Sewer Extension and (iii) the aforementioned settlement agreements with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension, the Township does not wish to proceed with the completion of the Grand River Sewer Extension; and

WHEREAS, the Township has expended in excess of \$417,000 of its own funds in an attempt to complete the Grand River Sewer Extension and has requested that the County send the Remaining Proceeds to the Township; and

WHEREAS, there has been presented to this Township Board a proposed Third Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of February 1, 2016, between the County, acting through the BPW, and the Township (the "Third Amendment"), pursuant to which the Township Project will be closed out and the Township will receive the Remaining Proceeds, all as more fully set forth therein.

THEREFORE, BE IT RESOLVED as follows:

1. APPROVAL OF THIRD AMENDMENT. The Third Amendment, in the form presented to this meeting, is approved and the Board of Public Works, by its Chairman and its

Secretary, is authorized and directed to execute and deliver the Third Amendment on behalf of the County, in as many counterparts as may be deemed advisable, after the Third Amendment has been executed by the appropriate officials of the Township.

2. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

* * *

MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF DRAIN COMMISSIONER

2300 East Grand River Ave. Suite 105
Howell Michigan 48843
Phone 517-546-0040 Fax 517-545-9658
Web Site: www.livgov.com

Memorandum

To: Livingston County Board of Commissioners

From: Brian Jonckheere

Date: 02/17/16

**Re: Resolution Approving Third Amendment to the Livingston County
Sewage disposal System (Village of Fowlerville/ Township of Handy) 2005
Improvements and Extensions Contract**

Project Summary

The Grand River Avenue Pump Station and Sanitary Sewer Extension project, as originally approved by the Board of Public Works (BPW), included installing approximately 10,000 feet of sanitary sewer with a pumping station and other incidentals. The contract was awarded to the Rothenberger Company, Inc., in November of 2005, who proceeded to work successfully on the project until an electromagnetic interference problem was encountered at the intersection of Nicholson Road and Grand River Avenue. Ultimately, it was determined that the best course of action was to “terminate for convenience” the remainder of the project from Rothenberger Company. The BPW contracted with a company specializing in laser directional drilling to complete the crossing of the intersection in June of 2007. Following successful completion of this work, the BPW solicited bids for the remainder of the sanitary sewer installation, which was awarded to Northline Excavating of Taylor, Michigan.

Northline Excavating proved to be challenged by the project in many ways. Northline subsequently abandoned the project and left a deep, open excavation with an exposed high pressure gas line in close proximity to a heavily traveled roadway. Another contractor, Rainbow Construction, was brought in to complete the unfinished work and to restore the site, which took

them approximately two weeks to complete in the summer of 2008. The funds were not available to complete the project at that time, which consisted of approximately 1,000 feet of gravity sewer and approximately 1,400 of forcemain. To date, no further construction has happened. Via the Second Amendment to this Agreement, funds in the amount not to exceed \$475,000 were advanced from the County's funds to pay for the cost of completing the Grand River Sewer Extension. Approximately \$45,000 for the redesign engineering and bidding was advanced by the County to the Township to complete the project, but after receiving construction bids in 2013, which exceeded the engineer's estimates, the parties agreed not to proceed with completing the Grand River Sewer Extension at that time.

Project Update

In 2014, the litigation between all the parties ended with Hanover Insurance Company settling to pay Livingston County \$140,000. A major portion of these funds were used to pay legal expenses and other costs and currently there remains approximately \$58,000 in the construction fund. Subsequently, three significant events have occurred since this time:

- There have been changes in the proposed development in the area that was to be serviced by the West Grand River Sewer Extension
- Handy Township now has ownership of the majority of the parcels that were to have been serviced by the West Grand River Sewer Extension
- Settlement agreements have been reached between Handy Township and the owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the West Grand River Sewer Extension

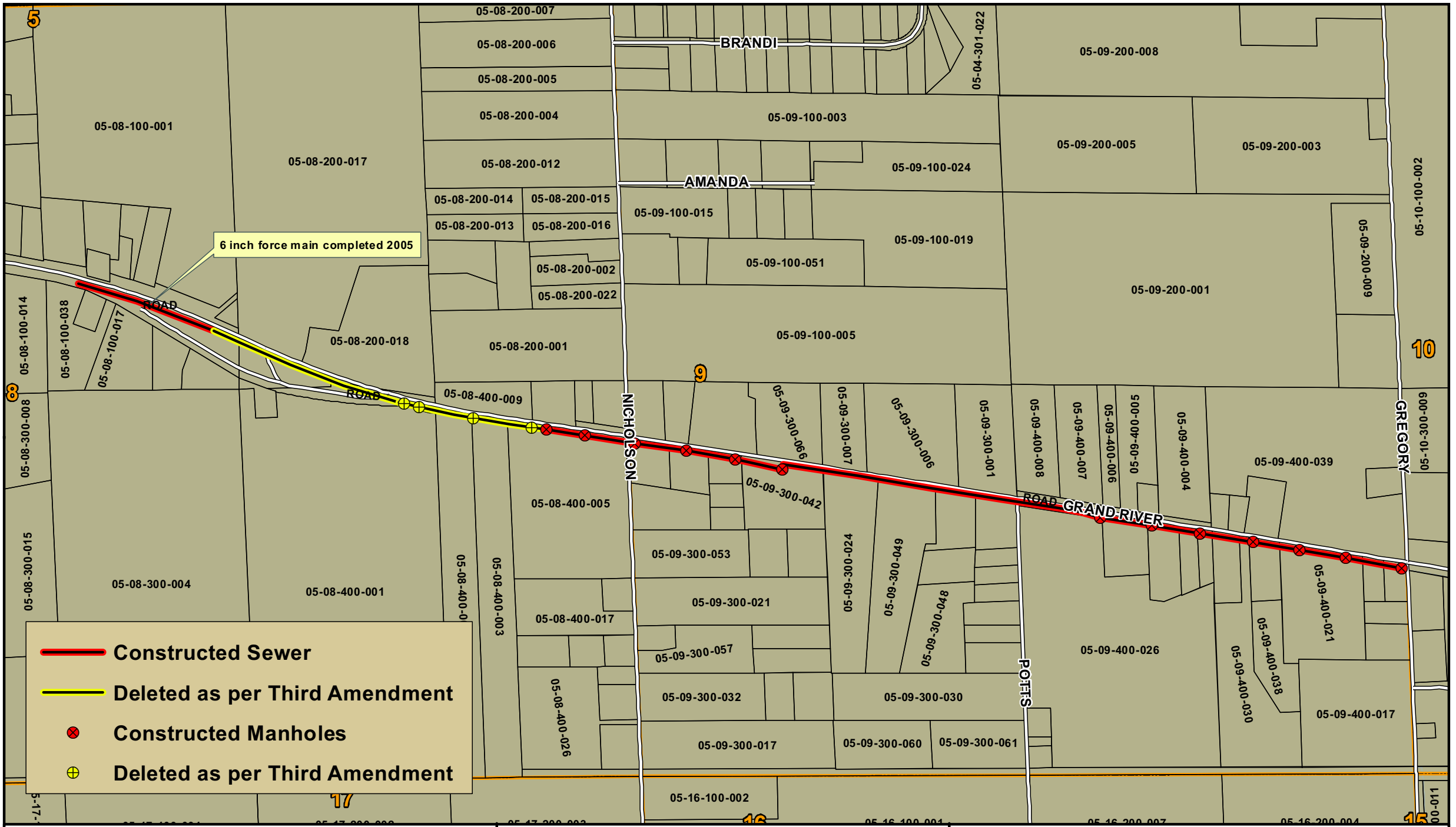
Proposed Plan of Action

The Livingston County Board of Public Works and Handy Township have decided that the remaining portion of the West Grand River Sewer Extension, as originally planned in the 2005 Agreement, shall not be completed, and that the portion of the project to be located along Grand River Avenue shall consist of the existing sanitary sewer collection facilities that have been constructed to date, as shown in the map attached as Exhibit A. The Livingston County Board of Public Works also recommends that the remaining portion of the funds in the construction account (approximately \$58,000) be remitted to the Township promptly after this Third Amendment becomes effective.

Handy Township will be considering the Third Amendment at an upcoming meeting. Also, while they are not a party to this Third Amendment, the Village of Fowlerville must give its consent as this is a modification of the original 2005 agreement.

Based upon the above, I am respectfully requesting your passage of the attached resolution.

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



	Constructed Sewer
	Deleted as per Third Amendment
	Constructed Manholes
	Deleted as per Third Amendment



Livingston County Drain Commissioner
 2300 E Grand River
 Howell, Mi. 48843
 Printed February 3, 2016

Exhibit A to Third Amendment West Grand River Sanitary Sewer Extension-Handy Township



1 inch = 600 feet

At a regular meeting of the Board of Public Works of Livingston County, Michigan, held on February 4, 2016.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____:

RESOLUTION RECOMMENDING BOARD OF COMMISSIONERS OF
LIVINGSTON COUNTY ADOPT RESOLUTION APPROVING THIRD AMENDMENT TO
LIVINGSTON COUNTY SEWAGE DISPOSAL SYSTEM (VILLAGE OF
FOWLerville/TOWNSHIP OF HANDY) 2005 IMPROVEMENTS AND EXTENSIONS
CONTRACT

WHEREAS, the County of Livingston (the "County"), by resolution of its Board of Commissioners, has established a Department of Public Works for the administration of the powers conferred upon the County by Act 185 of the Michigan Public Acts of 1957, as amended ("Act 185"), which Department is administered by the Board of Public Works (the "Board"), under the general control of the Board of Commissioners; and

WHEREAS, pursuant to the provisions of Act 185, the County, acting through the Board, Village of Fowlerville (the "Village") and the Township have entered into the Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of June 1, 2005, as amended by (i) the First Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of October 1, 2005 and (ii) the Second Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract (the "Second Amendment"), dated as of December 1, 2012 (as amended, the "Contract"), in respect of the acquisition, construction and financing of improvements to the existing wastewater treatment facility of the Village's sewage disposal system and various improvements and extensions to be connected to the existing sewage disposal system of the Village (collectively, the "Project;" that portion of the Project to be paid for by the Village is hereinafter referred to as the "Village Project" and that portion of the Project to be paid for by the Township is hereinafter referred to as the "Township Project"); and

WHEREAS, pursuant to the Contract, the County issued (i) one series of its bonds in the aggregate amount of \$3,200,000 to provide funds to pay the cost of the Village Project and (ii) one series of its bonds in the aggregate amount of \$5,060,000 to provide funds to pay the cost of the Township Project (the "Township Project Bonds"); and

WHEREAS, the Township Project consisted of, among other things, a sanitary sewer extension beginning at the end of the existing Village collection system located on National Road in the Village just east of Gregory Road, then running west along National Road to Gregory Road, then north along Gregory Road to Grand River Avenue, and then west approximately 10,000 feet along Grand River Avenue (collectively, the “Grand River Sewer Extension”); and

WHEREAS, the BPW entered into various contracts with construction contractors for the construction of the Grand River Sewer Extension; and

WHEREAS, the Grand River Sewer Extension has not been completed to date and there remains to be completed approximately 1,000 feet of gravity sewer and approximately 1,400 feet of forcemain; and

WHEREAS, pursuant to the Second Amendment, the County agreed to advance from its available funds to the Township an amount not to exceed \$475,000 to pay the cost of completing the Grand River Sewer Extension and to be repaid by the Township as provided therein; and

WHEREAS, approximately \$45,000 was advanced by the County in furtherance of completing the Grand River Sewer Extension, but after receiving construction bids for completion of the Grand River Sewer Extension which exceeded the engineer’s estimate, the County and the Township determined not to proceed with completing the Grand River Sewer Extension; and

WHEREAS, subsequently the Township purchased a majority of the parcels that were to have been served by the Grand River Sewer Extension and also entered into settlement agreements, at a cost of approximately \$58,000, with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension; and

WHEREAS, in 2014, the County also settled litigation it had commenced against one of the contractors for the Grand River Sewer Extension and after the payment of legal fees and other expenses of such litigation, there remains approximately \$58,000 from the proceeds of such settlement (the “Remaining Proceeds”); and

WHEREAS, as a result of (i) changes in the proposed development in the area that was to have been serviced by the Grand River Sewer Extension, (ii) Township ownership of a majority of the parcels that were to have been serviced by the Grand River Sewer Extension and (iii) the aforementioned settlement agreements with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension, the Township does not wish to proceed with the completion of the Grand River Sewer Extension; and

WHEREAS, the Township has expended in excess of \$417,000 of its own funds in an attempt to complete the Grand River Sewer Extension and has requested that the County send the Remaining Proceeds to the Township; and

WHEREAS, there has been presented to this Board a proposed Third Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of February 1, 2016, between the County, acting through the BPW, and the Township (the "Third Amendment"), pursuant to which the Township Project will be closed out and the Township will receive the Remaining Proceeds, all as more fully set forth therein.

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE COUNTY OF LIVINGSTON, as follows:

1. The Third Amendment, in the form presented to this meeting, is approved.
2. The proposed resolution of the Board of Commissioners of the County approving the Third Amendment, in the form presented to this meeting, is approved, and the Secretary is authorized to submit the same to the Board of Commissioners with the recommendation that the same be adopted.
3. All resolutions and parts of resolutions, insofar as the same may be in conflict herewith, are rescinded.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Livingston County Board of Public Works held on February 4, 2016, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

Secretary
Livingston County Board of Public Works

**THIRD AMENDMENT TO
LIVINGSTON COUNTY SEWAGE DISPOSAL SYSTEM
(VILLAGE OF FOWLerville/TOWNSHIP OF HANDY)
2005 IMPROVEMENTS AND EXTENSIONS CONTRACT**

THIS THIRD AMENDMENT TO CONTRACT (“Third Amendment”) is made as of February 1, 2016, by and between the COUNTY OF LIVINGSTON, a Michigan county (the “County”), by and through its Board of Public Works (the “BPW”), and the TOWNSHIP OF HANDY (the “Township”), a Michigan general law township located in the County.

WITNESSETH:

WHEREAS, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”), the County, acting through the BPW, the Village of Fowlerville (the “Village”) and the Township have entered into the Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of June 1, 2005, as amended by (i) the First Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract, dated as of October 1, 2005 and (ii) the Second Amendment to Livingston County Sewage Disposal System (Village of Fowlerville/Township of Handy) 2005 Improvements and Extensions Contract (the “Second Amendment”), dated as of December 1, 2012 (as amended, the “Contract”), in respect of the acquisition, construction and financing of improvements to the existing wastewater treatment facility of the Village’s sewage disposal system and various improvements and extensions to be connected to the existing sewage disposal system of the Village (collectively, the “Project;” that portion of the Project to be paid for by the Village is hereinafter referred to as the “Village Project” and that portion of the Project to be paid for by the Township is hereinafter referred to as the “Township Project”); and

WHEREAS, pursuant to the Contract, the County issued (i) one series of its bonds in the aggregate amount of \$3,200,000 to provide funds to pay the cost of the Village Project and (ii) one series of its bonds in the aggregate amount of \$5,060,000 to provide funds to pay the cost of the Township Project (the “Township Project Bonds”); and

WHEREAS, the Township Project consisted of, among other things, a sanitary sewer extension beginning at the end of the existing Village collection system located on National Road in the Village just east of Gregory Road, then running west along National Road to Gregory Road, then north along Gregory Road to Grand River Avenue, and then west approximately 10,000 feet along Grand River Avenue (collectively, the “Grand River Sewer Extension”); and

WHEREAS, the BPW entered into various contracts with construction contractors for the construction of the Grand River Sewer Extension; and

WHEREAS, the Grand River Sewer Extension has not been completed to date and there remains to be completed approximately 1,000 feet of gravity sewer and approximately 1,400 feet of forcemain; and

WHEREAS, pursuant to the Second Amendment, the County agreed to advance from its available funds to the Township an amount not to exceed \$475,000 to pay the cost of completing the Grand River Sewer Extension and to be repaid by the Township as provided therein; and

WHEREAS, approximately \$45,000 was advanced by the County in furtherance of completing the Grand River Sewer Extension, but after receiving construction bids for completion of the Grand River Sewer Extension which exceeded the engineer's estimate, the parties determined not to proceed with completing the Grand River Sewer Extension; and

WHEREAS, subsequently the Township purchased a majority of the parcels that were to have been served by the Grand River Sewer Extension and also entered into settlement agreements, at a cost of approximately \$58,000, with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension; and

WHEREAS, in 2014, the County also settled litigation it had commenced against one of the contractors for the Grand River Sewer Extension and after the payment of legal fees and other expenses of such litigation, there remains approximately \$58,000 from the proceeds of such settlement (the "Remaining Proceeds"); and

WHEREAS, as a result of (i) changes in the proposed development in the area that was to have been serviced by the Grand River Sewer Extension, (ii) Township ownership of a majority of the parcels that were to have been serviced by the Grand River Sewer Extension and (iii) the aforementioned settlement agreements with owners of property that had been specially assessed for the cost of sewer service that was to have been provided by the Grand River Sewer Extension, the Township does not wish to proceed with the completion of the Grand River Sewer Extension; and

WHEREAS, the Township has expended in excess of \$417,000 of its own funds in an attempt to complete the Grand River Sewer Extension and has requested that the County send the Remaining Proceeds to the Township; and

WHEREAS, it is therefore necessary to supplement and further amend the Contract as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows.

1. Supplement and Amendment to Contract. The Contract is supplemented and amended by adding the following new Section 43:

"43. The County and the Township agree that the remaining portion of the Grand River Sewer Extension as originally contemplated in the Contract shall not be completed and that the portion of the Township Project to be located along Grand River Avenue shall consist of the existing sanitary sewer collection facilities that have been

constructed to date, as shown in the map attached hereto as Exhibit A. The County and the Township further agree that the Remaining Proceeds shall be remitted by the County to the Township promptly after this Third Amendment becomes effective.”

2. Definitions. Capitalized terms not otherwise defined in this Third Amendment shall have the meaning given to such terms in the Contract.

3. Effective Date. This Third Amendment shall become effective upon approval by the Village Council of the Village, by the Township Board of the Township, by the Board of Public Works of the County, and by the Board of Commissioners of the County, and when duly executed by the Supervisor and Clerk of the Township, and by the Chairman and Secretary of the Board of Public Works for and on behalf of the County. This Third Amendment may be executed in several counterparts.

4. Ratification of Contract. The Contract, as supplemented and amended by this Third Amendment, is hereby ratified and confirmed. To the extent of any conflict between the Contract and this Third Amendment, the provisions of this Third Amendment shall control.

5. Modifications, Amendments. Modifications, amendments or waivers of any provision of this Third Amendment may be made only by the written mutual consent of the County and the Township.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Contract to be executed as of the date and year first above written.

COUNTY OF LIVINGSTON
By Its BOARD OF PUBLIC WORKS

By: _____
Its: Chairman

By: _____
Its: Secretary

TOWNSHIP OF HANDY

By: _____
Its: Supervisor

By: _____
Its: Clerk