AGENDA

St. Clair County Board of Commissioners
Ways and Means Committee

Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060

December 1, 2022 at 6:00 PM

1. **Roll Call/Opening**
2. **Additions/Deletions/Changes to the Agenda**
3. **Citizens to be Heard**
4. **Updates**
5. **Conceptual Initiatives**
6. **Old Business**
7. **New Business**
   - A. Resolution 22-58 Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions
   - B. Blue Cross Blue Shield Annual Renewal
   - C. Contract Renewal Approval Request - NeoGov
   - D. Health Department Manning Table Addition - Public Health Supervisor
   - E. Ambulance Millage Distribution
   - F. Commissioner McConnell - District 1 American Rescue Plan Project - Brockway Township
   - G. Commissioner McConnell - District 1 American Rescue Plan Project - Village of Capac
   - H. Commissioner McConnell - District 1 American Rescue Plan - Emmett Township
8. **Other Ways and Means Matters**
9. **Information Only**
10. **Receive and File Packets**

11. Adjournment

Committee Chair: David Rushing

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Resolution 22-58 Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	2021 Fund balance reversion_Memo	11/16/2022	Cover Memo
🗋	Resolution 22-58 Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions	11/22/2022	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's

From: Dena Alderdyce

Date: November 21, 2022

Re: Annual Reversion of Available Fund Balance

As noted in the 2021 annual financial audit report for the County, there are (2) two funds that have built up available fund balance due to over appropriation in the last two years. The County's fund balance policy states that upon completion of the prior year's independent audit and as soon as practical, the Administrator/Controller will propose to the Board of Commissioner's a transfer from each of the effected funds to either the General Fund or the Public Improvement fund.

We are proposing to transfer $1,247,135 from the Child Care fund to the Public Improvement fund for capital improvement projects. With this transfer it will leave the Child Care fund with a fund balance within the constraints of the policy and enough for operations in the coming year.

For the Health Department fund, the fund balance has built up quite a bit that could be reverted, however, we would like to keep the additional funds in that fund as we do not know the full effects of the Medicaid Full Cost reimbursement from 2020 when the Health Department was shut down and could not operate at full capacity. The Medicaid Full Cost Reimbursement is on a 3-year cycle for reimbursements to the County for services provided. We would also like to keep the excess fund balance in this fund for any potential building improvements. These funds are already committed to Health Department activities, but are not restricted for any other purpose.

At this time, we recommend transferring $1,247,135 from the Child Care Fund to the Public Improvement Fund.

RESOLUTION 22-58

Annual Reversion of Available Fund Balance From Other Funds to the General Fund and Subsequent Distributions

WHEREAS: as noted in the annual financial audit of the County for 2021, one Fund has built up available Fund Balance due to over appropriation in the last year(s); and

WHEREAS: the St. Clair County Board of Commissioners has determined by policy (#200-215, dated June 18, 2015) that excess Fund Balances shall revert back to the General Fund or the Public Improvement Fund to be available for distribution.

NOW, THEREFORE, BE IT RESOLVED:

1) That the Administrator/Controller is directed to transfer from the following Fund to the Public Improvement Fund in the following amount:

Child Care Fund	$ 1,247,135

2) That the Administrator/Controller is also directed to allocate these funds as follows:

Public Improvement Fund	$ 1,247,135

DATED: December 8, 2022

Reviewed and Approved as to form by:

_____

GARY A. FLETCHER
Corporation Counsel
1411 Third Street, Fourth Floor, Suite F
Port Huron, MI 48060

_____

_____

_____

Blue Cross Blue Shield Annual Renewal

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Blue Cross Blue Shield Annual Renewal_Memo	11/8/2022	Cover Memo
🗋	Blue Cross Blue Shield Annual Renewal	11/8/2022	Cover Memo

COUNTY OF ST.CLAIR
Human Resources Department
Tina Delia, HR Coordinator

To: **St. Clair County Board of Commissioners**

From: **Tina Delia, HR Coordinator**

Date: **November 7, 2022**

Subject: **Blue Cross Blue Shield Annual Renewal**

The attached Blue Cross Blue Shield Schedule A Renewal and Stop Loss Exhibit reflects the administrative and stop loss fees to be paid per contract per month for employees and non-Medicare eligible retirees for the 2023 plan year. The administrative fee is increasing by 2.8% and the stop loss fee is increasing by 2.5%. However, this increase in fees will be offset by an increase in the 2023 prescription drug rebates estimated at $854,510. All of these changes have been factored into the employee premium share calculation for 2023, resulting in an increase of 5.8% for employees.

The stop loss level for 2023 will remain at $160,000 and includes coverage for medical and prescription drug claims.

RECOMMENDATION: Human Resources recommends that the Board of Commissioners approve the Blue Cross Blue Shield 2023 renewal documents as presented.

County Administration Offices ● 200 Grand River Avenue, Suite 206 ● Port Huron, MI 48060
Phone: 810-989-6910 ● Fax: 810-985-3493 ● Email: tdelia@stclaircounty.org

Blue Cross Blue Shield of Michigan
SCHEDULE A – Renewal Term (Effective 01/01/2023 thru 12/31/2023)
Administrative Services Contract (ASC)

1. Group Name COUNTY OF ST CLAIR
2. Customer ID 130983
3. ASC Funding Arrangement Weekly Invoice

4. Line(s) of Business and Services

Line of Business	Applicable
Facility	X
Professional	X
Prescription Drugs	X
Dental	
Vision	X
Hearing	X

Services	Applicable
Prescription Drug Guarantee Addendum	X

5. Administrative Fees
The below administrative fees cover the Lines of Business and Services checked in Section 4 above, unless otherwise indicated.

A. Fixed Administrative Fees	Amount Per Contract Per Month	Estimated Monthly Contracts	Estimated Monthly Admin Fee	Effective Start Date	Effective End Date
i. 2023 Base Admin Fee	$75.05	664	$49,833.20	01/01/2023	12/31/2023

B. Variable Administrative Fees – *Not Applicable*

6. Data Feeds – *Not Applicable*

7. Advance Deposit – *Not Applicable*

8. Advance Deposit Monthly Cap / Level Payment Amount – *Not Applicable*

9. BCBSM Account

1840-09397-3	Comerica	0720-00096
Wire Number	Bank	American Bank Association

10. Late Payment / Interest Charges

Late Payment Charge	2.00%
Health Care Provider Interest Charge	12.00%

11. Buy-Ups

A. Programs	Pricing Method	Unit Price	Unit Volume	Amount	Effective Start Date	Effective End Date
Diabetes Management	PPPM	$0.00	--	--	01/01/2023	12/31/2023
Diabetes Prevention	PPPM	$0.00	--	--	01/01/2023	12/31/2023
Online Visits	PCPM	$0.20	664	$132.80	01/01/2023	12/31/2023

12. Shared Savings Programs

BCBSM has implemented programs to enhance the savings realized by its customers. As stated below, BCBSM will retain as administrative compensation a percent of the recoveries or cost avoidance. Administrative compensation retained by BCBSM through the Shared Savings Program will be available through reports obtained on eBookshelf:

Program:	**BCBSM Retention of:**	
A. Hospital Bill Review	30%	Cost avoidance of improper hospital billing by line-by-line reviews of each inpatient claim's itemized bill to identify defects and improprieties before the bill is paid.
B. Advanced Payment Analytics	30%	Recoveries of overpayments using proprietary data mining analytics as a second pass review along with continual monitoring enabling up-to-date policy compliance.
C. Subrogation	30%	Recoveries of money already paid through Blue Cross benefits that is the responsibility of non-health insurance carrier.
D. Hospital Credit Balance	30%	Recoveries of claims through enhanced reviews of hospital patient accounting systems and identified credit balances from overpayments.
E. Advanced Editing	30%	Cost avoidance through applied advanced algorithms and extensive analytic reviews of professional and outpatient facility Claims for adherence to medical, clinical and national coding guidelines.
F. Non-Participating Provider Negotiated Pricing	30%	Cost avoidance for out-of-network, non-participating Claims equal to the difference between the amount that would have been paid pursuant to the Group's benefit design (before Enrollee cost-share is applied) and the amount actually paid for such Claims (before Enrollee cost-share is applied) as a result of third-party vendor negotiations or benchmark-based pricing.
G. Home Infusion Therapy Medical Drugs	30%	The difference between BCBSM's 2021 home infusion therapy (''HIT'') network pricing and the improved negotiated pricing administered through a third party HIT vendor.
H. Rebate Service Fee for Medical Prescription Drugs	10%	Medical benefit drug rebates on Claims incurred in the renewal term net of the Rebate Administrator Fee. The Rebate Administrator Fee is 5.25% of gross rebates for medical benefit drug Claims.
I. Rebate Service Fee for Pharmacy Prescription Drugs	10%	Pharmacy benefit manufacturer rebates on Claims incurred in the renewal term.

13. Pharmacy Pricing Arrangement

A. Traditional Prescription Drug Pricing and Administrative Compensation

Group acknowledges and agrees the amount BCBSM pays its contracted pharmacy benefit manager ("PBM") for a prescription drug may be more or less than the amount Group pays BCBSM for such prescription drug, and BCBSM may retain the difference as administrative compensation as specified below, when the amount is less.

BCBSM shall retain the following administrative compensation ("Traditional Rx Drug Pricing Admin Fee"):

a. Up to 1.95 percentage points of the aggregated Average Wholesale Price ("AWP") discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order Brand Drugs; and

b. Up to four (4) percentage points of the aggregated AWP discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order Generic Drugs.

c. $0.10 of the dispensing fee for 30-day supplies of retail prescription drugs.

The actual Traditional Rx Drug Pricing Admin Fee paid by Group to BCBSM shall depend on Group's aggregated AWP discount referenced above, which is based on Group's prescription drug utilization, drug mix, pharmacy choice, and a pharmacy's usual and customary charges. BCBSM will credit Group with any amount that was collected during the Contract Year that exceeds the amounts specified in (a) and (b) above. The Traditional Rx Drug Pricing Admin Fee retained by BCBSM will be reported to the Group.

Group agrees to timely incorporate language into Group's Summary Plan Description or equivalent document that any Enrollee cost-sharing that is calculated as a percentage will be based upon the amount Group pays BCBSM for the prescription drug.

B. Pharmacy Monitoring Fee (PMF) Pricing – *Not Applicable*

14. Additional Pharmacy Services and/or Programs

A. 3rd Party Rx Vendor Fee

If Group's prescription drug benefits are administered by a third-party vendor, BCBSM will charge Group an administrative fee of $5.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage and administer the medical benefit without administering the prescription drug benefit.

B. High-Cost Drug Discount Optimization Program

The High-Cost Drug Discount Optimization Program uses coupons available from pharmaceutical manufacturers to reduce the cost of certain prescription drugs for Enrollees and the Group.

Group will pay BCBSM a ("Program Fee"), as detailed below based on benefit design:

a. For benefit designs without an integrated or Rx deductible, the Program Fee will be 25% of the difference between the amount Group would have paid for the prescription drug and the amount Group actually paid after the coupon is applied to reduce the cost of the drug.

b. For benefit designs with an integrated or Rx deductible, the Program Fee will be $90.00 per Claim for which a coupon is applied.

The Program Fee will be billed to Group as a combined line item on its invoice.

15. 3rd Party Stop-Loss Vendor Fee

If Group obtains stop-loss coverage from a third-party stop-loss vendor, BCBSM will charge an additional fee of $8.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage Group's benefits.

16. Agent Fees

This Schedule A does not include any fees payable by Group to an Agent. If Group has an Agent Fee Processing Agreement on file with BCBSM, please refer to that agreement for fees and details.

17. Medicare Contracts

If Group has Medicare contracts that are being separated from the current funding arrangement, all figures within the current funding arrangement will be adjusted.

18. Compensation Agreement with Providers

The Group acknowledges that BCBSM or a Host Blue 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 credits and care coordination fees. Often the compensation amount is determined after the medical service has been performed and after the Group has been invoiced. The Claims billed to Group include both service-based and value-based reimbursement to health care providers. Group acknowledges that BCBSM's negotiated reimbursement rates include all reimbursement obligations to providers including provider obligations and entitlements under BCBSM Quality Programs. Service-based reimbursement means the portion of the negotiated rate attributed to a health care service. Value-based reimbursement is the portion of the negotiated reimbursement rate attributable to BCBSM Quality Programs, as described in Exhibit 1 to Schedule A. BCBSM negotiates provider reimbursement rates and settles provider obligations on its own behalf, not Group. Group receives the benefit of BCBSM provider rates, but it has no entitlement to a particular rate or to unbundle the service-based or value-based components of Claims.

See Schedule B to ASC and Exhibit 1 to Schedule A for additional information.

19. Out-of-State Claims

Amounts billed for out-of-state claims may include BlueCard access fees and any value-based provider reimbursement negotiated by a Host Blue with out-of-state providers. See Schedule B to ASC and Exhibit 1 to Schedule A for additional information.

Exhibit 1 to the Schedule A:
Value-Based Provider Reimbursement

As in prior years, the Claims billed to Group include amounts that BCBSM reimburses health care providers including reimbursement tied to value. BCBSM has adopted a provider payment model that includes both fee-based and value-based reimbursement. BCBSM does not unbundle Claims and does not retain any portion of Claims as compensation. Provider reimbursement is governed by separate agreements with providers, BCBSM standard operating procedures, and BCBSM Quality Programs, which are subject to change at BCBSM's discretion. BCBSM shall provide Group with at least sixty (60) days' advance written notice of any additions, modifications, or changes to BCBSM Quality Programs describing the change and the effective date thereof.

BCBSM negotiates provider reimbursement rates on its own behalf and makes those rates available to customers through its products and networks. The reimbursement rates can, and often do, vary from provider to provider. Providers may qualify for higher reimbursement rates for satisfying requirements of certain BCBSM Quality Programs, including, but not limited to:

A. Pay-for-Performance.
Hospitals earn reimbursement for improving quality, cost efficiency and population health. This program recognizes both mid-to-large sized and small rural short-term acute care hospitals for quality improvements such as lower re-admission rates, participating in a statewide health information exchange, and performance in a varied portfolio of collaborative quality initiatives to address many of the most common and costly areas of surgical and medical care in Michigan.

B. Value-Based Contracting.
Hospitals earn reimbursement for improving quality, cost efficiency and population health. Hospitals work with physicians to provide cost-efficient care for a shared patient population, and earn rewards based on improved outcomes across that population.

C. Collaborative Quality Initiatives ("CQIs").
CQIs address many of the most common and costly areas of surgical and medical care in Michigan. In each CQI, hospitals and physicians across the state collect, share and analyze data on patient risk factors, processes of care and outcomes of care, then design and implement changes to improve patient care.

D. Physician Group Incentive Program.
The Physician Group Incentive Program connects approximately 40 physician organizations (representing about 20,000 physicians) statewide to collect data, share best practices and collaborate on initiatives that improve the health care system in Michigan. Participating physician organizations are evaluated and rewarded on transformation of health care delivery, quality metric performance, and performance enablement – all efforts designed to improve the overall value of care delivered while reducing total cost of care.

E. Patient-Centered Medical Home ("PCMH").
In our PCMH model of care, patients get the right care at the right time in the right setting. Since 2009, Blue Cross Blue Shield of Michigan's Patient-Centered Medical Home designation program has fueled statewide movement of primary care into a team-based, proactive model of efficient, cost-effective care centered around the patient.

F. Provider-Delivered Care Management.
PCMH-designated practices increasingly provide personalized care management services for patients with chronic conditions or multiple, ongoing health needs. Patient care teams are assembled according to each patient's needs, and may include nurses, nutritionists, counselors, psychologists, respiratory therapists, asthma educators, certified diabetes educators, social workers, pharmacists and community health workers. Services are coordinated with the care patients are already receiving from their doctor.

G. Blueprint for Affordability.

The Blueprint for Affordability program combines quality outcomes with a shared financial risk contract that enables providers to manage the health of their patient population and their total cost of care. BCBSM contracting arrangements may also include risk sharing with certain provider entities ("PE"), e.g., physician organizations, physician hospital organizations, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside financial risk.

Providers may receive reward and incentive payments from BCBSM Quality Programs funded through an allocation from provider reimbursement. Such allocations may be to a pooled fund from which value-based payments to providers are made. If a provider's performance results in a payment of additional reimbursement, the reward payment is made from the pooled funding. For Blueprint for Affordability, if the PE's performance results in a return of reimbursement, the amount at risk is returned to the pooled fund to offset a portion other provider gains. BCBSM will not retain any amounts resulting from BCBSM Quality Programs.

As explained in the Blue Card Program disclosure (Schedule B to ASC), an out-of-state Blue Cross Blue Shield Plan ("Host Blue") may also negotiate fee-based and/or value-based reimbursement for their providers. A Host Blue may include all provider reimbursement obligations in Claims or may, at its election, collect some or all of its value-based provider (VBP) reimbursement obligations through a PaMPM benefit expense, as in, for example, the Total Care Program. All Host Blue PaMPM benefit expenses for VBP reimbursement will be consolidated on your monthly invoice and appear as "Out-of-State VBP Provider Reimbursement." The supporting detail for the consolidated amount will be available on e-Bookshelf as reported by each Host Blue Plan. Host Blues determine which members are attributed to eligible providers and calculate the PaMPM VBP reimbursement obligation based only on these attributed members. Host Blue have exclusive control over the calculation of PaMPM VBP reimbursement.

Additional information is available at *www.valuepartnerships.com* and *www.bcbs.com/totalcare*. Questions regarding provider reimbursement and BCBSM Quality Programs or Host Blue VBP reimbursement should be directed to your BCBSM account representative.

Intellectual property may be developed through BCBSM Quality Programs for subsequent license and use by BCBSM or a third party. Group specifically understands, acknowledges, and agrees that it has no rights to any intellectual property, or derivatives thereof, including, but not limited to, copyrights, patents, or licenses, developed thru BCBSM Quality Programs.

BLUE CROSS BLUE SHIELD OF MICHIGAN
Exhibit 2 to Schedule A
For Effective 1/1/2023 – 12/31/2023

1. Group Name COUNTY OF ST CLAIR
2. CID 130938

This Exhibit 2 to Schedule A modifies and/or supplements the 2023 Schedule A based on any non-standard arrangements with Group. If there is a conflict between the terms of the Schedule A and this Exhibit 2, the terms of this Exhibit 2 will control and govern the rights and obligations of the parties.

1. Modifications to Schedule A:

   a. Section 11 – Buy-Ups is modified to add the following:

Livongo Diabetes Management Buy-Up Program

Group has elected to participate in the Livongo Diabetes Management Program (the "Program"). The Program is a remote monitoring and diabetes self-management coaching program designed to target diabetic Enrollees (as that term is defined in the administrative services contract) regardless of HbA1c levels. The Program provides those Enrollees that opt-in to the Program ("Participants") with a downloadable app, a remote monitoring device, lancing device and test strips. The app tracks the Participant's blood sugar related to what the Participant has been doing and what the Participant is feeling during a reading. The Participant can share alerts and data from the app with family and/or treating providers. The Participant also has access to a 24/7 call center that provides coaching and educates the Participant on maintaining their blood sugar at appropriate levels and can respond to alerts of high or low blood sugar.

The Program services for each Participant will be billed to Group as a claim at a cost of sixty-seven dollars ($67.00) per Participant per month (PPPM). Group will be billed for: (i) three calendar months following a Participant's initial enrollment in the Program ("Initial Enrollment Period"), (ii) all calendar months beyond the Initial Enrollment Period for which the Participant remains active in the Program, and (iii) any calendar month (for up to three consecutive months) beyond the Initial Enrollment Period for which the Participant is inactive and Livongo reaches out to the Participant to reengage the Participant in the Program. An inactive Participant is a Participant who has not completed a blood glucose check, interacted with a Livongo coach, or logged into the Livongo portal or mobile app during a calendar month.

Group will be billed at a cost of one hundred sixty-seven dollars ($167.00) for a one-time replacement of the remote monitoring device if the device has been lost, stolen or damaged in a way that is not covered by warranty.

Group acknowledges and agrees that BCBSM will not perform any coordination of benefit activities for Program claims, and Group will pay for all Program claims.

Livongo will pay BCBSM up to ten dollars ($10.00) per Participant per month for BCBSM's administrative services to the Program.

Omada Diabetes Prevention Buy-Up Program

Group has elected to participate in the Omada Diabetes Prevention Program (the "Program"). The Program provides Enrollees (as that term is defined in the administrative services contract) who complete the enrollment process ("Participants") with a digitally based behavioral change program that includes professional health coaching and tools to track diet improvements, physical activity and weight loss. The goal of the Program is for the Participant to lose weight and prevent the progression to type 2 diabetes and associated complications. The Program targets at-risk members based on their BMI and lab values (if appropriate).

The Program services for each Participant will be billed to Group as a claim as follows:

a. $240 per Participant upon initial enrollment;
b. a per Participant per month amount of $14 multiplied by the Participant's Monthly Result Amount for the Participant's first twelve months in the Program; and
c. a per Participant per month amount of $7 multiplied by the Participant's Monthly Result Amount after the Participant's first twelve months in the Program.

The following definitions will apply when calculating the Monthly Result Amount:

a. Monthly Result Amount: Participant's Monthly Percentage Weight Loss for such month multiplied by 100 and rounded down to the nearest whole number.
b. Monthly Percentage Weight Loss: The percent obtained by dividing the amount by which Participant's Baseline Weight exceeds such Participant's Median Weight for a calendar month by Participant's Baseline Weight. In the event that a Participant's Median Weight during a calendar month is equal to or greater than such Participant's Baseline Weight, such Participant's Monthly Percentage Weight Loss for such calendar month shall be zero.
c. Median Weight during calendar month: The median value among all valid weight measurements (which must be based upon a minimum of three valid weight measurement values) registered for a Participant during a calendar month.
d. Baseline Weight: Participant's weight at the beginning of Participant's enrollment in the Program based on data obtained by Omada from the Participant using Omada's digital scale.

Group acknowledges and agrees that BCBSM will not perform any coordination of benefit activities for Program claims to the extent a Participant has other primary coverage, and Group will pay for all Program claims.

Omada will pay BCBSM ten dollars ($10.00) per Participant for BCBSM's administrative services to the Program.

Schedule B
BlueCard Disclosures
Inter-Plan Arrangements

Out-of-Area Services

Overview

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). 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 Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSM serves, Enrollees obtain care from Providers that have a contractual agreement ("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 Providers in the Host Blue geographical area that do not have a contractual agreement ("Nonparticipating Providers") with the Host Blue. BCBSM remains responsible for fulfilling its contractual obligations to you. BCBSM's payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when paid as medical claims / benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSM to provide the specific service or services, are not processed through Inter-Plan Arrangements.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Enrollees access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim – In General

a. Enrollee Liability Calculation

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 Provider's billed covered charges or the negotiated price made available to BCBSM by the Host Blue.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

b. Group Liability Calculation

The calculation of Group 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 under contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

2. Claims Pricing

The Host Blue determines a negotiated price, which is reflected in the terms of each Host Blue's healthcare Provider contracts. The negotiated price made available to BCBSM by the Host Blue may be represented by one of the following:

(i) an actual price. An actual price is a negotiated payment in effect at the time a Claim is processed without any other increases or decreases, or

(ii) an estimated price. An estimated price is a negotiated payment in effect at the time a Claim is processed, 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 charges for covered services in effect at the time a Claim is processed 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.

The Host Blue determines whether it will use an actual, estimated or an average price in its respective Provider agreements. The use of estimated or average pricing may result in a difference (positive or negative) between the price Group pays on a specific Claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Enrollee and Group is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Group will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Group. If Group terminates, Group will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which BCBSM is obligated under the BlueCard Program to pay to the Host Blue, to the Blue Cross and Blue Shield Association (BCBSA), and/or to vendors of BlueCard Program related services. The specific Blue Card Program fees and compensation that are charged to Group and which Group is responsible related to the foregoing are set forth in Exhibit 1 to this Schedule B. BlueCard Program Fees and compensation may be revised annually from time to time as described in **section H** below.

B. Negotiated Arrangements

With respect to one or more Host Blue, instead of using the BlueCard Program, BCBSM may process your Enrollee claims for covered healthcare services through Negotiated Arrangements.

In addition, if BCBSM and Group have agreed that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in BCBSM's Negotiated Arrangement(s) for National Accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Enrollees access such network(s). In negotiating such arrangement(s), BCBSM is not acting on behalf of or as an agent for Group, the Group's health care plan or Group Enrollees.

1. Enrollee Liability Calculation

Enrollee liability calculation for covered healthcare services will be based on the lower of either billed covered charges for covered services or negotiated price that the Host Blue makes available to BCBSM that allows Group's Enrollees access to negotiated participation agreement networks of specified Participating Providers outside of BCBSM's service area.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

2. Group Liability Calculation

The calculation of Group 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 under the contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

3. Claims Pricing

Same as in the BlueCard Program above.

4. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangement may be revised annually as described in **section H** below. 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. The specific fees and compensation that are charged to Group under the Negotiated Arrangements are set forth in Exhibit 1 to this Schedule B.

C. Special Cases: Value-Based Programs

Value-Based Programs Overview

Group Enrollees may access covered healthcare services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways, including but not limited to retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to BCBSM, which BCBSM will pass directly on to Group as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Group via an enhanced Provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the Claim, they may be billed as a Per Attributed Member Per Month (PaMPM) amount for Value-Based Programs incentives/Shared Savings settlements to Group outside of the Claim system. BCBSM will pass these Host Blue charges directly through to Group as a separately identified amount on the Group's invoices.

The amounts used to calculate either the supplemental factors for estimated pricing or PaMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing **section A.3** above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, the Host Blue will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PaMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PaMPM price methods, described above, are calculated. If Group terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of the administrative services contract.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated / drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume / number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

Note: Enrollees will not bear any portion of the cost of Value-Based Programs except when the Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

The Host Blue may also bill BCBSM for Care Coordinator Fees for Covered Services which BCBSM will pass on to Group as follows:

1. PaMPM billings; or

2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement / contract, BCBSM and Group will not impose Enrollee cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If BCBSM has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Enrollees, BCBSM will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

D. Return of Overpayments

Recoveries of overpayments from a Host Blue or its Participating Providers and Nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare Provider bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts determined in the ways noted above will be applied so that corrections will be made, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from the Host Blue to BCBSM they will be credited to the Group account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments or recovery amounts. The fees of such a third party may be charged to Group as a percentage of the recovery.

Unless the Host Blue agrees to a longer period of time for retroactive cancellations of membership, the Host Blue will provide BCBSM the full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSM will request such refunds for a period of up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this agreement / contract.

E. Inter-Plan Programs: Federal / State Taxes / Surcharges / Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSM will provide prior written notice of any such surcharge, tax or other fee to Group, which will be Group liability.

F. Nonparticipating Healthcare Providers Outside BCBSM's Service Area

1. Enrollee Liability Calculation

a. In General

When covered healthcare services are provided outside of BCBSM's service area by Nonparticipating Providers, the amount an Enrollee pays for such services will generally be based on either the Host Blue's Nonparticipating 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 Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, BCBSM may pay Claims from Nonparticipating 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 BCBSM's sole and absolute discretion or by applicable state law. In other exception cases, BCBSM may pay such Claims based on the payment BCBSM would make if BCBSM were paying a Nonparticipating Provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area Nonparticipating Provider payment. BCBSM may choose to negotiate a payment with such a Provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group and that Group will be responsible for in connection with the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in **section H** below.

G. Blue Cross Blue Shield Global Core (Formerly known as BlueCard Worldwide® Program)

1. General Information

If Enrollees are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered healthcare services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists Enrollees with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Enrollees receive care from Providers outside the BlueCard service area, the Enrollees will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

- **Inpatient Services**

In most cases, if Enrollees contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Enrollees to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Enrollee Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Enrollee paid in full at the time of service, the Enrollee must submit a Claim to obtain reimbursement for covered healthcare services. Enrollees must contact BCBSM to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard service area will typically require Enrollees to pay in full at the time of service. Enrollees must submit a Claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Enrollees pay for covered healthcare services outside the BlueCard service area, they must submit a Claim to obtain reimbursement. For institutional and professional claims, Enrollees should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSM, the Blue Cross Blue Shield Global Core Service Center, or online at *www.bcbsglobal.com*. If Enrollees need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. Blue Cross Blue Shield Global Core Program-Related Fees

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group under the Blue Cross Blue Shield Global Core Program and that Group is responsible for relating to the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in **section H** below.

H. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSM shall provide Group with at least sixty (60) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Group right to terminate the ASC without penalty by giving written notice of termination before the effective date of the change. If Group fails to respond to the notice and does not terminate the ASC during the notice period, Group will be deemed to have approved the proposed changes, and BCBSM will then allow such modifications to become part of the ASC.

Exhibit 1

BlueCard Program Access Fees may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in BCBSM's administrative fee, unless otherwise agreed to by Group. The BlueCard Access Fee is charged by the Host Blue to BCBSM for making its applicable Provider network available to Group's Enrollees. The BlueCard Access Fee will not apply to Nonparticipating Provider Claims. The BlueCard Access Fee is charged on a per-Claim basis and is charged as a percentage of the discount / differential BCBSM receives from the applicable Host Blue and is capped at $2,000.00 per Claim. The percentages for 2023 are:

1. 3.62% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 2.02% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 1.87% for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts;

For Groups with 50,000 or more Blue PPO or Traditional enrolled contracts, Blue Card Access Fees are waived and not charged to the Group. If Group's enrollment falls below 50,000 PPO enrolled contracts, BCBSM passes the BlueCard Access Fee, when charged, directly on to the Group.

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 passes it directly on to the Group as stated above even though the Group paid little or had no Claim liability.

STOP-LOSS INSURANCE POLICY

between

BLUE CROSS BLUE SHIELD OF MICHIGAN
a Nonprofit Mutual Insurer

Herein called "the Company"

and

COUNTY OF ST CLAIR

Herein called "the Policyholder"

The Exhibit attached hereto and made a part of this Policy shall establish the Policyholder's Group Name, Customer ID, and the Policy Period.

In consideration of the Exhibit attached hereto and in consideration of the payment made by the Policyholder of all premiums when due as hereinafter provided, the Company agrees to make the payments herein specified, subject to the provisions and conditions of this Policy.

All definitions of the administrative services contract between the Policyholder and the Company (herein called the "Contract") shall apply equally to this Policy unless otherwise specified in this Policy or the Exhibit.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE POLICYHOLDER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE POLICYHOLDER IS A NON-SUBSCRIBER, THE POLICYHOLDER LOSES THOSE BENEFITS THAT WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE POLICYHOLDER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

This Policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218, MCL 500.2236.

SECTION I
DEFINITIONS

Additional definitions applicable to this Policy are contained in the Contract.

1. **"Additional Administrative Compensation" or "AAC"** has the meaning as defined in the applicable Contract.

2. **"Aggregate Attachment Point"** means the dollar amount above which Aggregate Stop-Loss Coverage will apply. The Aggregate Attachment Point is the product of (a) the average number of Coverage Units per month for the Policy Period, (b) the expected Claims per Coverage Unit for the Policy Period and (c) the attachment point percentage listed in Item A of the Exhibit to this Policy provided, however, that the Aggregate Attachment Point shall never be less than the Minimum Aggregate Attachment Point specified in Item A.4. of the Exhibit.

3. **"Aggregate Stop-Loss Coverage"** means the Amounts Billed during the Policy Period (less Specific Stop-Loss Claims, if any) that exceed the Aggregate Attachment Point. For any aggregate credits to be provided, a twelve-month Policy Period is required.

4. **"Aggregating Specific Deductible"** means a deductible, in addition to the Specific Attachment Point, that must be satisfied during the Policy Period before Amounts Billed are credited under this Policy.

5. **"Amounts Billed"** means paid Claims, including any adjusted and re-adjudicated Claims, in addition to the combined amount of BlueCard Fees and AAC, if any. AAC and/or BlueCard Fees shall only be included as "Amounts Billed" where such AAC or fees are paid in association with the types of Claims Covered and in settlement of Claims for any benefits under the Plan, and are:

   (a) In the case of new stop-loss coverage or an existing self-funded customer adding stop-loss coverage: (i) incurred and paid during the Policy Period or (ii) incurred prior to and paid during the Policy Period for which Policyholder is not reimbursed or paid by the prior stop-loss carrier, as specified on the Exhibit.

   (b) In the case of a renewal of existing stop-loss coverage, incurred on or after the Original Effective Date of Policy and paid during the Policy Period, as specified on the Exhibit. Notwithstanding the prior sentence, Amounts Billed includes Claims incurred on or after the effective date of the most recent Contract and paid during the Policy Period.

   (c) Paid during the Run-Out Period, where applicable, in accordance with the provisions of this Policy.

   Claims, AAC, and BlueCard Fees are considered "incurred" on the date the associated service or supply is furnished; Claims, AAC, and BlueCard Fees are considered "paid" on the date they are processed.

6. **"Amounts Billed"** shall not include:

   (a) AAC or BlueCard Fees associated with claims incurred prior to the Original Effective Date of Policy, except as specified on the Exhibit;

   (b) AAC or BlueCard Fees associated with claims incurred after the termination date of this Policy;

   (c) Extra-contractual damages of any nature, compensatory damages, punitive damages, or any similar damages however assessed (including as a result of settlement), or any payments made as an exception to the Plan;

7. **"BCBS Plan"** means a company that has been licensed by the Blue Cross and Blue Shield Association ("BCBSA").

8. **"BlueCard Fees"** means the fees assessed under the national program established by BCBSA under which BCBS Plan Enrollee claims are processed by BCBS Plans when an Enrollee receives health care services outside of the area served by their BCBS Plan.

9. **"Claim"** means "Claim" as that term is defined in the Contract for the lines of business specified in Items A.2 and/or B.2 in the Exhibit.

10. **"Claims Covered"** means the coverage specified in Items A.1. and/or B.1. of the Exhibit.

11. **"Coverage Unit"** means an Employee plus such person's eligible enrolled dependents. Those dependents are not counted separately but are included within the Employee's "Coverage Unit."

12. **"Enrollee"** means "Enrollee," as that term is defined in the Contract unless the Contract provides coverage for inmates of a penal institution, in which case "Enrollee" means "Inmate," as defined in such Contract.

13. **"Effective Date of Policy"** means the Policy Period start date referenced in the Exhibit.

14. **"Employee"** means "Employee," as that term is defined in the Contract unless the Contract provides coverage for inmates of a penal institution or participants in a Trust Fund, in which case "Employee" means "Inmate" or "Participants," as defined in the relevant Contract.

15. **"Exhibit"** means the attached Exhibit to the Stop-Loss Coverage Policy or any subsequent replacement Exhibit supplied by the Company. The specifications or items of the Exhibit shall be applicable for the Policy Period indicated on the Exhibit, except that any item of the Exhibit may be changed in accordance with the provisions described in this Policy.

16. **"Final Policy Period"** means the period of time beginning on the first day of the Policy Period specified on the Exhibit and ending on the date the Policy is terminated.

17. **"Minimum Aggregate Attachment Point"** is the minimum Claims amount shown in Item A.4 of the Exhibit that must be paid by the Policyholder before Aggregate Stop-Loss Coverage is credited. The Minimum Aggregate Attachment Point is 90 percent of a) the Aggregate Attachment Point as shown in Item A.3. of the Exhibit on a per Coverage Unit basis times b) the number of Coverage Units as shown in Item A.6. of the Exhibit.

18. **"Month"** means each succeeding calendar month period beginning on the first day of the Policy Period.

19. **"Original Effective Date of Policy"** means the date the Policyholder became a Blue Cross Blue Shield of Michigan stop-loss insurance policyholder. If stop-loss coverage was terminated for any reason, the Original Effective Date of Policy means the start date of the most recent uninterrupted policy periods.

20. **"Plan"** shall mean the self-funded group health plan of the Policyholder.

21. **"Policy"** as used herein means this Stop-Loss Insurance Policy.

22. **"Policy Period"** means the period of coverage beginning and ending on the dates shown on the Exhibit.

23. **"Proof of Loss"** means evidence of the Plan's payment or liabilities of Amounts Billed by or on behalf of an Enrollee during the Policy Period.

24. **"Run-In Period"** means the period immediately prior to the initial Policy Period, if any, as specified in Item B.1. of the Exhibit.

25. **"Run-Out Amounts Billed"** means those Amounts Billed that are incurred on or after the Original Effective Date of Policy but prior to termination and that are paid during the Run-Out Period.

26. **"Run-Out Period"** means the 24-month period immediately following the termination of this Policy.

27. **"Specific Attachment Point"** means the dollar amount above which Specific Stop-Loss Coverage will apply as shown in Item B.3 of the Exhibit.

28. **"Specific Stop-Loss Coverage"** means the Amounts Billed during the current Policy Period in excess of the Specific Attachment Point and the Aggregating Specific Deductible in Item B.4. of the Exhibit, if applicable, per Policy Period.

29. **"Stop-Loss Claims"** means the Amounts Billed for which the Company assumes responsibility and risk.

    (a) If the Amounts Billed that have accumulated during the Policy Period for any Coverage Unit exceed the amount indicated in Item B.3. and the Aggregating Specific Deductible indicated in Item B.4., if applicable, of the Exhibit to this Policy, such excess, up to the maximum amounts indicated, if any, shall be referred to in this Policy as Specific Stop-Loss Claims. A monthly review will occur to determine if such excess exists.

    (b) Specific Stop-Loss Coverage does not extend beyond the termination date of this Policy unless coverage for Run-Out Stop-Loss Insurance is elected at least twelve months prior to termination of the Contract.

    (c) If, during the Run-Out Period, Run-Out Amounts Billed exceed the Specific Attachment Point and the Aggregating Specific Deductible indicated in Item B.4., if applicable, of the Exhibit, such excess, if any, shall be referred to in this Policy as Run-Out Stop-Loss Claims and the coverage provided hereunder for such claims as Run-Out Stop-Loss Insurance.

    (d) If, during the current Policy Period, aggregate Amounts Billed less Specific Stop-Loss Claims, if any, exceed 1) the Aggregate Attachment Point and 2) Minimum Aggregate Attachment Point indicated in Item A.4. of the Exhibit to the Policy, such excess, if any, shall be referred to in this Policy as Aggregate Stop-Loss Claims.

    (e) Stop-Loss Claims may also include claims paid by the Policyholder's prior claim administrator as specified on the Exhibit.

30. **"Stop-Loss Premium"** means the Monthly or annual premium, calculated by multiplying the number of Coverage Units for a particular Month by the premium rate indicated in Items A.5. and/or B.5. of the Exhibit, that is required by the Company for the risk assumed under the Policy as indicated in Item A.1. and/or B.1. of the Exhibit. The Policyholder shall pay to the Company the Stop-Loss Premium by the date set forth on the Stop-Loss Premium invoice. If the Policyholder's payment is more than one business day late, the Policyholder shall pay a late fee in the amount as described in this Policy.

    The Stop-Loss Premium shall be subject to change by the Company (and the Aggregate Stop-Loss Attachment Point revised retroactive to the first month of the Contract Year) upon the occurrence of any of the following:

    (a) Any changes or benefit variances in the Policyholder's Plan, its administration, or the level of benefit valuation which would increase the Company's risk;

    (b) Changes imposed by governmental entities, including taxes and fees, increase expenses incurred by the Company provided that such increases shall be limited to an amount sufficient to recover such increase in expenses; or

(c) Company determines that there has been a change in Coverages or the number of Coverage Units has changed by an amount equal to 10% or more of total enrollment from the number shown in Items A.6. and/or B.6. of the Exhibit.

Any Stop-Loss Premium changes will be effective beginning on the first day of the first full month following thirty (30) day notification by Company to Policyholder.

SECTION II
POLICY PROVISIONS

1. **STOP-LOSS CREDIT.** The Company hereby agrees to credit the Policyholder as specified in the section of this Policy entitled SETTLEMENTS against the Amounts Billed during the Policy Period which are in excess of the Aggregate Attachment Point or Specific Attachment Point. If the Policyholder selects an Aggregating Specific Deductible as part of its Policy, in addition to the Specific Attachment Point, a deductible of amount specified in Item B.4. in Amounts Billed must be met before any credit is made by the Company. This additional deductible amount may be met on behalf of one or more Enrollees and must be an accumulation of Amounts Billed in excess of those applied to the Specific Attachment Point within the Policy Period. The Company shall not be liable for, nor shall the credit be extended to, any claim or liability for extra-contractual, compensatory, or punitive damages, including interest, statutory penalties and attorney fees or any payments made as an exception to the Plan. Unless otherwise specified in the Exhibit, the Company shall not be liable for the cost of administration of a Plan, including any costs related to investigation, payment or other services provided by a third-party administrator or any other party.

2. **ENTIRETY.** This Policy, the Exhibit, and any attachments shall constitute the entire Policy between the parties for the purposes of this Policy and shall supersede any and all prior or contemporaneous Policies or understandings, either oral or in writing, between the parties with respect to the subject matter herein. This Policy shall not create any right or legal obligation between the Company and any Enrollee under the Plan.

3. **MODIFICATION.** Except for the Exhibit to this Policy, which may be changed at any time in accordance with the provisions of this Policy by notifying the Policyholder in writing of such change, no modification, amendment, change, or waiver of any provision of this Policy shall be valid unless agreed to by an officer of Company and an authorized representative of the Policyholder.

SECTION III
PREMIUM PROVISIONS

1. **PREMIUM PAYMENT.** The premium amounts to be paid to the Company as consideration for the insurance provided hereunder shall be specified on the Exhibit and the method of payment shall be set forth in the Contract.

2. **REMITTANCE.** The Company shall bill the Policyholder for the Stop-Loss Premium amount due and the Policyholder shall remit payment as set forth in the Contract. A remittance will be considered received when actually delivered into the possession or control of the Company.

3. **LATE FEE.** A late fee shall be assessed for the late remittance of any amount(s) due and payable to the Company by the Policyholder. This charge shall be an amount equal to the lesser of:

   (a) 2.0% of any outstanding amount due; or

   (b) The maximum rate permitted by state law.

4. **NOTICE, SUBROGATION, AND PROOF OF LOSS.** The Company shall reimburse the Policyholder as specified in the section of this Policy entitled SETTLEMENTS. Payment to the Policyholder in settlement of claims hereunder shall not be construed as a waiver of, or prohibition against, the Company's right to adjudicate or make further adjustments to such settlements. The subrogation provisions of the Contract are hereby incorporated by reference except to the extent they conflict with a specific provision of this Policy.

   No action at law or in equity shall be brought to recover on this Policy more than three (3) years from the date of Termination of the Policy regardless of any "Run-Out" Coverage.

   If any time limitation of this section of the Policy is less than that permitted by the state of Michigan at the time this Policy is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

   The books and records of the Policyholder which pertain to the Plan, including any Proof of Loss required by the Plan, shall be open to the Company and its representatives at all times during the usual business hours for inspection.

5. **RUN-OUT STOP-LOSS PREMIUM.** If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Coverage and only if selected at least twelve months prior to termination of the Policy), the Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for the final month before termination by the Specific Stop-Loss Premium amount indicated in Item B.5. and shall be payable for the first three months after termination of the Policy. However, if the number of Coverage Units in the final month is less than the number in the month exactly one year earlier, BCBSM shall calculate the Monthly Premium using the higher count from one year earlier.

SECTION IV
SETTLEMENTS

1. **SPECIFIC STOP-LOSS SETTLEMENT.** The invoices or payment schedules provided under the Contract shall include the premium due under this Policy as well as any credits to the Policyholder for Specific Stop-Loss Claims existing at that time. To the extent that a true-up is needed to reflect corrections or adjustments based on the actual number of Employees covered at any one-time during Policy Period or for other reasons, including but not limited to recovery of claims, the Company will provide, within 120 days after the end of each Policy Period during which this Policy is in effect, an annual settlement. Any deficit or surplus resulting from this settlement will be reflected in a subsequent bill. If the Policyholder owes payment to the Company, the Company reserves the right to deduct amount(s) owed from any payment due the Policyholder as a result of the settlement.

   If this Policy is terminated prior to the expiration of the Policy Period, claim settlements for Specific Stop-Loss Claims will be made, as specified herein, for only those full Months of the Policy Period immediately preceding Policy termination. Specific Stop-Loss Coverage shall not extend beyond the termination date of this Policy.

2. **AGGREGATE STOP-LOSS SETTLEMENT.** For any Aggregate Stop-Loss Claims, the claim settlement shall be provided to the Policyholder by the Company within 120 days after the end of each Policy Period during which this Policy is in effect. If the Policyholder owes payment to the Company, the Company reserves the right to deduct amount(s) owed from any payment due the Policyholder as a result of the settlement.

3. **RUN-OUT PERIOD SETTLEMENT.** If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Insurance and only if selected at least twelve months prior to termination of the Policy), credits shall be provided to the Policyholder for Run-Out Stop-Loss Claims under this Policy as part of the Run-Out process under the Policy. Within 120 days following the Run-Out Period, the Company shall prepare a settlement statement that will include a final reconciliation of all Run-Out Stop-Loss Claims.

SECTION V
GENERAL PROVISIONS

1. **TERMINATION.** This Policy will terminate upon the earliest of the following dates:

   (a) The end of the Policy Period.

   (b) The date specified in writing by the Policyholder provided that Company is notified at least 30 days in advance of the termination date.

   (c) The date mutually agreed to in writing by both parties.

   (d) The date specified in writing by Company following Policyholder's failure to timely pay amounts due provided that Policyholder is notified at least 5 days in advance of the termination and during which Policyholder's delinquency is not cured.

   (e) The date the Plan terminates.

   (f) The date the Contract terminates.

   In the event of termination of this Policy for any reason prior to the expiration of a Policy Period, no Aggregate Stop-Loss Coverage will exist for the Final Policy Period or Run-Out Period. The Policyholder will be required to fund all claims during the Final Policy Period and Run-Out Period. The Company shall have no obligation to determine a Claim settlement for the period during which coverage was not in effect nor shall the Company refund any portion of the premium(s) to the Policyholder.

2. **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 Policy. Neither party has executed this Policy in reliance on any representations, warranties, nor statements made by the other party hereto other than those expressly set forth herein.

3. **ASSIGNMENT.** No part of this Policy, or any rights, duties, or obligations described herein, shall be assigned or delegated without the prior express written consent of both parties. Any such attempted assignment shall be null and void. The Company's standing contractual arrangements for the acquisition and use of facilities, services, supplies, equipment, and personnel from other parties shall not constitute an assignment under this Policy.

4. **GOVERNING LAW.** This Policy shall be governed by, and shall be construed in accordance with, the laws of the State of Michigan without regard to any state choice-of-law statutes, and any applicable federal law.

5. **INSOLVENCY.** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Enrollees under a Plan.

6. **LIABILITY.** The Company will have neither the right nor the obligation under this Policy (though such right or obligation may exist under the separate Contract) to directly pay any Enrollee or provider of professional or medical services. The Company's sole liability is to the Policyholder, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit an Enrollee to have a direct right of action against the Company. The Company will not be considered a party to the Plan or to any supplement or amendment to it by reason of this Policy.

7. **NO WAIVER.** The failure of either the Policyholder or the Company to insist upon strict performance of any of the terms of this Policy shall not be construed as a waiver of its respective rights or remedies with respect to any subsequent breach or default in any of the terms of this Policy.

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

   If to Policyholder: to the Policyholder's address as shown in the Contract

   If to the Company: Blue Cross Blue Shield of Michigan
   600 Lafayette East, Mail Code B612
   Detroit, Michigan 48226-2998

9. **OFFSET.** Policyholder must promptly refund any erroneous reimbursement or credit issued by Company upon notice to Policyholder of such error. To the extent Policyholder fails to make such refund, Company may deduct the amount erroneously credited from any future reimbursement or credit owed to Policyholder.

10. **SERVICE MARK LICENSEE STATUS.** The Company is an independent licensee of BCBSA and is licensed to use the "Blue Cross" and "Blue Shield" names and service marks in Michigan. The Company is not an agent of BCBSA and, by entering into this Policy, Policyholder agrees that it did so based solely on its relationship with the Company or its agents. Policyholder agrees that BCBSA is not a party to this Policy, has no obligations under this Policy, and that no BCBSA obligations are created or implied under this Policy.

11. **SEVERABILITY.** In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Policy, but this Policy shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Blue Cross Blue Shield Blue Care Network of Michigan

EXHIBIT TO THE STOP-LOSS COVERAGE POLICY

Policyholder:	**COUNTY OF ST CLAIR**				
Customer ID:	130983	Policy Period:	01/01/2023	through	12/31/2023

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. AGGREGATE STOP-LOSS INSURANCE

Group did not purchase Aggregate Stop-Loss Insurance.

B. SPECIFIC STOP-LOSS INSURANCE

1.	Claims Covered	Renewal of Existing Coverage: Claims incurred on or after the Original Effective Date of Policy and paid during the Policy Period.
2.	Lines of Business Covered	Medical Claims and Prescription Drug Claims covered by Stop-Loss Policy
3.	Specific Attachment Point (per Coverage Unit)	$160,000.00
4.	Aggregating Specific Deductible	[N/A]
5.	Monthly Premium (per Coverage Unit)	$147.39
6.	Number of Coverage Units	664
7.	Run-Out Coverage	*Group may elect "Run-Out" Coverage by checking the "Yes" box on the Group Signature Page. Unless checked "Yes", Group will not have Stop-Loss Run-Out coverage.* *"Run-Out" Coverage applies to claims incurred on or after the Original Effective Date of Policy and paid during the Run-Out Period*

C. ADDITIONAL PROVISIONS TO SPECIFIC STOP-LOSS INSURANCE

SECOND YEAR RATE CAP & NO-NEW LASER

The Company will not change the Specific Premium rate in Item B.5 for the Second Year Policy Period by more than the percentage noted, as long as the coverage details in Items B.2, B.3, and B.4 remain the same per Coverage Unit. The Company will not apply additional lasers in the Second Year Policy Period, referenced in this Section.

Rate Cap:	50%
Second Year Policy Period:	01/01/2024
through	12/31/2024

Contract Renewal Approval Request - NeoGov

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request - NeoGov 2023	11/22/2022	Cover Memo
🗋	NEOGOV ORDER FORM (revised) - St. Clair, County of (MI)	11/22/2022	Cover Memo

COUNTY OF ST.CLAIR
Purchasing Division

CONTRACT APPROVAL REQUEST

☐ NEW CONTRACT ☒ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☐ BIDS REQUIRED
☐ BIDS RECEIVED

☒ NO BIDS REQUIRED
- ☐ SINGLE SOURCE
- ☒ CONTRACT EXTENSION
- ☐ INCREASE WITHIN CPI-U
- ☐ VALUE LESS THAN THRESHOLD

☒ BOC POLICY COMPLIANCE
☒ REVIEWED BY CORP COUNSEL

VENDOR: NeoGov

VALUE: $30,679.46

TERM: 1/1/23 – 12/31/23

CONTRACT TYPE: Software Application

SERVICE DESCRIPTION: Web-based Talent Management System (TMS)

DEPARTMENT(S): Human Resources

COMMENTS: One year renewal of NeoGov Talent Management System; 9.23% increase from last term.

NEOGOV™

NEOGOV ORDER FORM			
NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: County of St. Clair 200 Grand River Avenue Room 206 Port Huron, MI 48060	
Quote Creation Date:	11/17/2022	Contact Name:	Diane Barbour
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	dbarbour@stclaircounty.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE:
Subscription Start Date: 01/01/2023			
Subscription Term (months): 15 months			

Fee Summary		
Service Description	**Term**	**Term Fees**
Insight Enterprise Subscription (IN)	01/01/2023 - 12/31/2023	$14,518.80
GovernmentJobs.com Subscription (GJC)	01/01/2023 - 12/31/2023	$2,377.93
Onboard Subscription (ON)	01/01/2023 - 12/31/2023	$11,982.73
Candidate Text Messaging	01/01/2023 - 12/31/2023	$0.00
Customer Background Check Integration	04/12/2023 - 04/11/2024	$1,800.00
	Total:	**$30,679.46**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

NEOGOV™

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Signature: _____ Print Name: Date:	

Health Department Manning Table Addition - Public Health Supervisor

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	PH Supervisor MEMO 2022	11/17/2022	Cover Memo
🗋	Health Department PH Supervisor	11/17/2022	Cover Memo
🗋	DBarbour Memo to Board HD Public Health Supervisor November 2022	11/17/2022	Cover Memo

ST. CLAIR COUNTY HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

MEMORANDUM

DATE: November 8, 2022

TO: St. Clair County Board of Commissioners

FROM: Greg Brown, Administrator

RE: Manning Table Addition

Dear Commissioners:

Over the past three years the Health Department has expanded health and mental health services to multiple school districts as well as St. Clair County Community College. These programs are increasingly complex and require significant oversight and management. The task of managing these programs is at a point where a specific individual is needed to maintain the reporting, scheduling, clinical oversight, and regulatory compliance. To address this issue, the Health Department is requesting approval create and add a Public Health Supervisor Position to our manning table for FY2023. This position will be fully funded with Expanding Enhancing Emotional Health (E3) Program funds, along with funds from our annual Local Community Stabilization Authority (LCSA) allocation. Should the funding sources no longer be available for this position, it will be eliminated.

COUNTY OF ST. CLAIR

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: November 17, 2022

Subject: Health Department Manning Table Addition

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES

☒ FINANCIAL REVIEW

Background:
The Health Department is requesting the addition of a full time Public Health Supervisor position to their manning table. This supervisor would manage the school based clinics and programs such as Vision and Hearing, social workers and nurses. As they have expanded services into many of the schools, they are finding they need more staff to oversee those programs.

Financial Consideration:
The cost of a full time Public Health Supervisor with full fringe benefits will cost $104,501. The wage range would be placed at III-F or ($56,902-$74,878). The funding to pay for this position would come from the contracts with the schools and the Local Community Stabilization Act funds that the Health Department receives. The job description has been reviewed by HR and approved by Administration. We recommend approval of the new full time Public Health Supervisor position starting in January 2023.

COUNTY OF ST. CLAIR

MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: November 7, 2022

Subject: New Position: Public Health Supervisor

☒ COMPLIANCE WITH HUMAN RESOURCES POLICIES

The Public Health Department is requesting the addition of a new full-time position of Public Health Supervisor. The position will supervise the staff of the school-based health and mental health programs which include nurses and social workers. This position will drive program development and effect multiple community health programs. I completed a wage survey, shown below. I was able to find external supporting data which places this position at wage range III-F ($54,978-72,346). I also conducted an internal wage study cross reference this recommendation which was supported with the internal date shown below.

External Comparable							
DEPARTMENT	TITLE	CALHOUN	LENAWEE	LIVINGSTON	MUSKEGON	SAGINAW	AVERAGE
Health	**Public Health Supervisor**	$ 59,369	$ 64,211	$ 85,449	$ 72,467	$ 77,843	$ 71,867.80

Internal Comparable		Job Group	Wage Range	Max Salary
Health	Financial Services Manager	III	F	$72,346.00
Health	Ermergency Preparedness Planner	III	F	$72,346.00
DTNW	Program Manager	III	FF	$75,241.00
Health	PHN Supervisor	III	F	$72,346.00
Average				**$73,069.75**
Hourly				**$37.47**
Proposed:	**Public Health Supervisor**	**III**	**F**	**72,346**

I support the addition of the Public Health Supervisor at a wage range of III-F as demonstrated.

Thank you,

Diane Barbour
Director-Human Resources

Ambulance Millage Distribution

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ambulance Millage Distribution	11/23/2022	Cover Memo
🗋	Algonac	11/23/2022	Cover Memo
🗋	Burtchville	11/23/2022	Cover Memo
🗋	Casco	11/23/2022	Cover Memo
🗋	Clay	11/23/2022	Cover Memo
🗋	Columbus	11/23/2022	Cover Memo
🗋	East China	11/23/2022	Cover Memo
🗋	Fort Gratiot	11/23/2022	Cover Memo
🗋	Grant Township	11/23/2022	Cover Memo
🗋	Greenwood	11/23/2022	Cover Memo
🗋	Ira	11/23/2022	Cover Memo
🗋	Kenockee	11/23/2022	Cover Memo
🗋	Kimball	11/30/2022	Cover Memo
🗋	Marine City	11/23/2022	Cover Memo
🗋	Marysville	11/23/2022	Cover Memo
🗋	Memphis	11/23/2022	Cover Memo
🗋	Mussey	11/23/2022	Cover Memo
🗋	Port Huron _City	12/1/2022	Cover Memo
🗋	Port Huron Township	12/1/2022	Cover Memo
🗋	Riley	11/23/2022	Cover Memo
🗋	St.Clair_City	11/23/2022	Cover Memo
🗋	St.Clair_Townshiip	11/23/2022	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

Karry Hepting, CPA
Administrator/Controller

MEMO

To: Board of Commissioners

From: Karry Hepting

Date: November 23, 2022

Re: Ambulance Millage Distribution

As you are aware, the voters approved a county-wide millage in August 2022 to provide funding for ambulance services. The County does not provide ambulance services so the funds will be distributed to each municipality for the sole purpose of funding ambulance services. The proposed agreement outlines each party's responsibilities regarding the distribution and use of the funds. This agreement will be required from each municipality prior to the distribution of any funds. The attached agreements are what we have received to date. We will bring the remaining agreements to you as they are received.

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 18th day of October, 2022, between The City of Algonac (the "City"), 805 St. Clair Drive, Algonac MI 48001, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.

    a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF ALGONAC

By: Denice A. Gerstenberg

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 17th day of October, 2022, between Burtchville Township (the "Township"),4000 Burtch Rd., Burtchville, MI 48059, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

BURTCHVILLE TOWNSHIP

By: Michael D. Oppel

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11 day of OCT, 2022, between Casco Township (the "Township"), 4512 Meldrum Rd, Casco, MI 48064, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CASCO TOWNSHIP

By: Supervisor

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the __ day of _____, 2022, between Clay Township (the "Township"), 4710 Pointe Tremble Rd., Clay Township, MI 48001, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CLAY TOWNSHIP

By: 

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 2nd day of November, 2022, between Columbus Township (the "Township"), 1732 Bauman Rd, Columbus Township, MI 48063, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

COLUMBUS TOWNSHIP

By: _____
Supervisor

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the __ day of _____, 2022, between East China Township (the "Township"), 5111 River Rd, East China, MI 48054, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

EAST CHINA TOWNSHIP

By:_____

ST. CLAIR COUNTY

By:_____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 19th day of Oct., 2022, between Fort Gratiot Township (the "Township"), 3720 Keewahdin Rd, Fort Gratiot, MI 48059, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

FORT GRATIOT TOWNSHIP

By: _____
Supervisor

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the __ day of _____, 2022, between Grant Township (the "Township"), 7942 Wildcat, Jeddo, MI 48032, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

GRANT TOWNSHIP

By: _____

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11 day of Oct., 2022, between Greenwood Township (the "Township"), 9025 Yale Rd, Greenwood, MI 48006, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

GREENWOOD TOWNSHIP

By: _____

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the __ day of _____, 2022, between Ira Township (the "Township"), 7085 Meldrum, Fair Haven, MI 48023, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

IRA TOWNSHIP

By: _____

JAMES ENDRES JR
IRA Township Supervisor

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11th day of October, 2022, between Kenockee Township (the "Township"), 4420 Kilgore Rd, Avoca, MI 48006, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

KENOCKEE TOWNSHIP

By: Brenda Hull
Kenockee Township
Clerk

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 18 day of Oct., 2022, between Kimball Township (the "Township"), 2160 Wadhams Rd, Kimball, MI 48074, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

KIMBALL TOWNSHIP

By:_____

ST. CLAIR COUNTY

By:_____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 20th day of Oct., 2022, between The City of Marine City (the "City"), 260 S. Parker, Marine City MI 48039, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.

    a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF MARINE CITY

By: Holly Tatman

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the __ day of _____, 2022, between The City of Marysville (the "City"), 1255 Delaware Ave, Marysville MI 48040, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.

    a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF MARYSVILLE

By: _____

RANDALL S. FRANDSEN
CITY MGR
10/19/22

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 10 day of Oct., 2022, between The City of Memphis (the "City"), 35095 Potter St., Memphis MI 48041, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.

    a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF MEMPHIS

By:_____

ST. CLAIR COUNTY

By:_____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 12th day of October, 2022, between Mussey Township (the "Township"), 135 North Main St, Capac MI 48014, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

MUSSEY TOWNSHIP

By: Mike Lawver

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 11 day of October, 2022, between The City of Port Huron (the "City"), 100 McMorran Blvd., Port Huron MI 48060, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.

    a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF PORT HURON

By:_____

ST. CLAIR COUNTY

By:_____

Karry A. Hepting
Its: Administrator/Controller

IN WITNESS WHEREOF, the City of Port Huron officials signing below are authorized to sign this agreement as provided for in the 2011 City Charter of the City of Port Huron, Chapter 10, Section 10-1.

CITY OF PORT HURON

APPROVED AS TO SUBSTANCE:

James R. Freed, City Manager

Pauline M. Repp, Mayor

APPROVED AS TO FORM:

Todd Shaday, City Attorney

ATTESTED TO:

Cyndee M. Jonseck, City Clerk

CERTIFIED AS TO SUFFICIENCY OF FUNDS:

Edward P. Brennan, Director of Finance

Dated: 10/11/2022

NOTE: This signature sheet for City of Port Huron officials is for the agreement with St. Clair County for the disbursement of Ambulance Service Millage Funds.

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 3rd day of Oct., 2022, between Port Huron Township (the "Township"), 3800 Lapeer, Port Huron MI 48060, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

PORT HURON TOWNSHIP

By: _____

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 1 day of Nov, 2022, between Riley Township (the "Township"), 13042 Belle River Rd, Riley MI 48041, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

RILEY TOWNSHIP

By:_____

ST. CLAIR COUNTY

By:_____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 17 day of October, 2022, between The City of St. Clair (the "City"), 547 North Carney Dr., St. Clair MI 48079, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.

    a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF ST. CLAIR

By: Annetta M Stundy

ST. CLAIR COUNTY

By:_____

Karry A. Hepting
Its: Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the 17 day of Oct., 2022, between St. Clair Township (the "Township"), 1539 S. Bartlett Rd., St. Clair MI 48079, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2022 to provide funding for ambulance services. The ballot language provided that the funds generated by the .5 mill levy of County millage would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.

2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.

3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the Township.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2023 and ending on December 31, 2026.

2. Scope of Agreement. The County shall disburse the millage funds to the Township on the following terms and conditions.

    a. The County agrees to remit to the Township all monies collected by the County as a result of the assessment of the millage on the property located in the Township, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.

    b. The Township shall be responsible for selecting an ambulance service provider or providing the service directly.

    c. The Township shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.

    d. The Township shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuance to this Agreement. Upon request, the Township shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.

4. Board Approval. This Agreement shall only become effective upon approval by both the Township and the St. Clair County Board of Commissioners.

5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.

8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.

10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.

11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

ST. CLAIR TOWNSHIP

By: Mike Boulton

ST. CLAIR COUNTY

By: _____

Karry A. Hepting
Its: Administrator/Controller

Commissioner McConnell - District 1 American Rescue Plan Project - Brockway Township

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Commissioner McConnell - District 1 American Rescue Plan Project - Brockway Township	11/18/2022	Cover Memo

COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER

DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's

From: Dena Alderdyce

Date: November 18, 2022

Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use $23,479.91 for Brockway Township for replacing a 22' culvert on Fulton Road over the McLain Drain. The work has already been completed and paid for by the Township. This project is considered a provision of government services and is an eligible expenditure under the ARPA grant guidelines.

The attached letter was received from Brockway Township along with the invoices they are asking to be reimbursed for. The funds will be distributed once all the required documents have been submitted to Administration by the Township.

BROCKWAY TOWNSHIP
7645 Sayles Road
Brockway, MI 48097
Phone (810) 387-3375 Fax (810) 387-4571

Email: brockway@greatlakes.net

To District 1 Commissioner Greg McConnell:

Please find the request from Brockway Township to access $23,479.91 of the $50,000 that was presented to Brockway by the County Commissioners of St. Clair County in the name of Covid Relief. Thank you from the residents of Brockway Township.

Sincerely,

The Brockway Township Board of Trustees

*** INVOICE ***

St. Clair County Road Commission
21 Airport Drive
St. Clair, MI 48079-0000

Phone: 810-364-5720

1002

Brockway Township
Robert A. Kammer, Clerk
7645 Sayles Road
Yale, MI 48097-0000

Invoice Number	903794
Invoice Date	09/08/2022
Work Order Number	610599

201 Road Commission General Fund

22' LRFAP - Fulton Rd culvert replacement over McLain Drain

LOCAL ROAD FUNDING ASSISTANCE PROGRAM

Total Project Cost As Of 08/31/22	$46,959.82
Less Amount Previously Recorded	$ 963.00
Current Expenses For Month of August	$45,996.82
Less Road Commission Share	$22,998.41
Township Share/Amount Due	$22,998.41

PD 10-11-22
#11256

Road Project Expense

Additional Billings for Subsequent Months' Activity May Follow
Make Check Payable to St. Clair County Road Commission
Payment Due By 10/08/22

*** INVOICE ***

St. Clair County Road Commission
21 Airport Drive
St. Clair, MI 48079-0000

Phone: 810-364-5720

1002

Brockway Township
Robert A. Kammer, Clerk
7645 Sayles Road
Yale, MI 48097-0000

Invoice Number	903771
Invoice Date	08/04/2022
Work Order Number	610599

201 Road Commission General Fund

22' LRFAP - Fulton Rd culvert replacement over McLain Drain

PD 8-9-22
#11179

LOCAL ROAD FUNDING ASSISTANCE PROGRAM

Total Project Cost As Of 07/31/22	$963.00
Less Amcunt Previously Recorded	$
Current Expenses For Month of July	$963.00
Less Road Commission Share	$481.50
Township Share/Amount Due	$481.50

Additional Billings for Subsequent Months' Activity May Follow
Make Check Payable to St. Clair County Road Commission
Payment Due By 09/04/22

Commissioner McConnell - District 1 American Rescue Plan Project - Village of Capac

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Commissioner McConnell - District 1 American Rescue Plan Project - Village of Capac	11/21/2022	Cover Memo
	Letter to County- Funding_Capac	11/21/2022	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's

From: Dena Alderdyce

Date: November 21, 2022

Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use $40,000 for the Village of Capac for improvements to the Lions Park and the new Pocket Park at 201 N. Main Street. This project is considered a provision of government services and is an eligible expenditure under the ARPA grant guidelines.

The attached letter was received from the Village of Capac which details their request. The funds will be distributed once each project has been completed.

VILLAGE OF CAPAC
131 NORTH MAIN ST
P.O. BOX 218
CAPAC, MICHIGAN 48014
810-395-4355 EXT. 13
FAX : 810-395-2715
www.villageofcapac.com

November 17, 2022

Greg McConnell, County Commission

RE: County Funding

To Whom It May Concern:

At the council meeting of November 7, 2022, a motion was made and passed to use the County ARPA funding for $40,000.00 for improvements to Lions Park and the new Pocket Park on 201 N Main Street. We will be submitting invoices to the County for reimbursements for these projects.

If you have any questions or concerns, please call 810-395-4355 ext. 13

Travis L. Youatt
Village Manager
Village of Capac
E-Mail manager@villageofcapac.com

Commissioner McConnell - District 1 American Rescue Plan - Emmett Township

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Commissioner McConnell - District 1 American Rescue Plan - Emmett Township	11/23/2022	Cover Memo
	Emmett Township	11/23/2022	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's

From: Dena Alderdyce

Date: November 23, 2022

Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use $50,000 for the Township of Emmett for crossroad culvert repair/replacement and ditching projects. The work will be done by the St. Clair County Road Commission. This project is considered a provision of government services and is an eligible expenditure under the ARPA grant guidelines.

The attached letter was received from the Township of Emmett which details their request. The funds will be distributed once each project has been completed.

EMMETT TOWNSHIP

11100 DUNNIGAN ROAD
EMMETT, MICHIGAN 48022
(810) 384-8070 – (810)-384-8071 FAX (810) 384-6138

November 15, 2022

Commissioner McConnell,

In regard to the $50,000 in ARPA funding that yourself and the County Commissioners have allotted Emmett Township, we would like to use those funds for some infrastructure repair. The St. Clair County Road Commission has given us a quote of a crossroad culvert that is need of repair/replacement. The cost of this project is $45,000 for the culvert and $5000 for ditching. Emmett Township would like to utilize these funds for these projects. These projects will take place sometime next year, 2023 as the county road is very busy. I would like to move forward in signing these work order/agreements with the Road Commission once I know that we are approved to use the ARPA funding that was set aside for our township by St. Clair County Board of Commissioners and yourself. Please feel free to call me with any questions or concerns at 810-650-5294 or 810-384-8070, ext.24.

Thank you,
Michael Butler
Emmett Township Supervisor