AGENDA
St. Clair County Board of Commissioners

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

December 9, 2021 at 6:00 PM

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Additions/Deletions/Changes to the Agenda**
   - A. Addition: Proclamation Recognizing Pam Wall
4. **Approval of Agenda**
5. **Minutes of Previous Meeting**
   - A. 11-04-2021 Standing Committee Minutes
   - B. 11-18-2021 Commission Meeting
   - C. 12-02-2021 Standing Committee Minutes
6. **Proclamations**
7. **Consent Agenda**
   - A. 2021-22 Child Care Fund
   - B. Contract Renewal Request - Office Depot
   - C. Contract Approval Request - Waydon Enterprises, LLC Renewal
   - D. Contract Renewal Request - Kerr Albert - BizSupplies
   - E. Contract Renewal Request - Diamond Drugs
   - F. Contract Extension Approval - Ace Golf Netting
   - G. Contract Lease Extension - Colony Marine
   - H. Contract Renewal Request - Citrix

I. Contract Renewal Request - St. Clair County Mental Health Authority - Day Treatment/Night Watch

J. Contract Approval Request - Manatron Inc.

K. Letter of Support - Proposal for Ambulance Service Millage From Ira Township

L. Treasurer Cash and Investment Balance Report

M. FY22 Secondary Road Patrol Grant Contract Adjustment

8. Reports of Standing and Special Committees

9. Citizens Wishing to Address the Board

10. Unfinished Business

11. New Business

A. Resolution 21-23 2022 Collective Bargaining Agreement JTPOAM Probate Clerical

B. Resolution 21-24 2022 Collective Bargaining Agreement Juvenile Counselors Association

C. Resolution 21-27 2022 Collective Bargaining Agreement CCF Supervisors Probate Public Guardian Employees Association

D. Resolution 21-32 Waiving Investment Interest Earned

E. Resolution 21-33 Authorizing Entry of State Local Government Intrastrate Agreement - Opioid Litigation

F. Resolution 21-34 Authorizing Entry of Participation Agreements in Partial Settlement of National Rx Opiate Litigation

G. Resolution 21-35 Road Commission Compensation Revised for Mileage

H. Resolution 21-36 Adopting Special Revenue Budgets and amending the 2021 General and Special Revenue Funds Budgets

I. Write off of Accounts Receivable – Self Revolving Fund – St. Clair Land Clearing

J. 2022 Board of Commissioners' Meetings Schedule

K. Boards and Commissions Reappointments

L. 2021 Coronavirus Response and Relief Supplemental Appropriation Act Grant (CRSAA)

M. FY22 St. Clair County Community Mental Health Agreement for Drug Court Services

N. 2022 Memorandum of Agreement: MSU Extension Services in St. Clair County

O. Health Advisory Board - Appointment

P. Health Department Space Study

Q. Health Department Staff Development 2021

R. FY21 MDHHS Contract with Probate Court

S. FY22 MMHCGP Letter of Agreement with St. Clair County Community Mental Health

T. 2020 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program

U. Contract Approval - PM Blough Inc. for St. Clair/Macomb Birding Trail Platform Design

V. Fort Gratiot Lighthouse Lantern Room/Watch Room Restoration Project

W. Friends of the St. Clair River - Gypsy Moth Program Phase II Proposal

X. Blue Cross Blue Shield Annual Renewal

Y. Contract Approval Request - 2022 RESA Service Agreement

Z. County Clerk Manning Table Change/Addition

AA. Deltal Dental Contract Renewal

12. Administrator's Report

13. Miscellaneous Business

14. Receive and File Packets and all Information Present

15. Adjournment

Chairperson: Jeffrey L. Bohm

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.

Addition: Proclamation Recognizing Pam Wall

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation Recognizing Pam Wall	12/8/2021	Cover Memo

PROCLAMATION RECOGNIZING
PAM WALL'S DEDICATION & PUBLIC SERVICE

WHEREAS, the St. Clair County Board of Commissioners wishes to recognize Pam Wall who will be resigning from the Commission on Aging December 31, 2021 after 19 years of dedication to older adult services in St. Clair County; and

WHEREAS, from 2003 through 2010 as a County Commissioner and liaison for the Commission on Aging, Pam Wall ensured public awareness and advocacy of the on-going and ever present need for services to the low-income senior throughout St. Clair County; and

WHEREAS, Pam Wall was appointed to the Commission on Aging in 2011 and served as Chair for several terms. Pam's leadership, expertise and knowledge of senior issues in our community have been a tremendous value to the Commission and the community; and

WHEREAS, St. Clair County Board of Commissioners, along with the Commission on Aging, wish to extend our sincere appreciation for commitment of her time and talents to the betterment of our community and senior citizens. After 19+ years of being a leader in aging advocacy, Pam's knowledge and foresight will be greatly missed.

NOW, THEREFORE, BE IT PROCLAIMED that the St. Clair County Board of Commissioners, on behalf of its citizens, does hereby adopt this Proclamation recognizing Pam Wall for her years of service as an advocate for older adult services in our community. We extend our deep appreciation and urge our fellow citizens to join us with heartfelt thanks and gratitude.

PROCLAIMED THIS 9th DAY OF DECEMBER, 2021

Jeffrey L. Bohm, Chairperson

Jorja Baldwin, Vice-Chairperson

Greg McConnell, Commissioner

Lisa M. Beedon, Commissioner

Duke Dunn, Commissioner

Dave Rushing, Commissioner

Dave Vandenbossche, Commissioner

11-04-2021 Standing Committee Minutes

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	11-04-2021 HS	12/7/2021	Cover Memo
🗋	11-04-2021 Jud_Pub Safety	12/7/2021	Cover Memo
🗋	11-04-2021 Env_Pub Works	12/7/2021	Cover Memo
🗋	11-04-2021 Ways	12/7/2021	Cover Memo

St. Clair County Board of Commissioners
Human Services Committee
Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060
November 4, 2021 4:30 pm

Agenda Item 1: Roll Call

Baldwin, Beedon, Bohm, Dunn, Rushing, Vandenboosche Present-McConnell Absent

Agenda Item 2: Additions/Deletions/Changes to the Agenda
Moved by Dunn, supported by Vandenboosche to approve agenda. Passed by voice vote

Agenda Item 3: Citizens to be Heard

None

Agenda Item 4: Updates
None

Agenda Item 5: Conceptual Initiatives:

None

Agenda Item 6: Old Business

None

Agenda Item 7A: Marysville School District Nursing Agreement - FINAL ACTION
Moved by Dunn, supported by Baldwin to enter into Marysville School District Nursing Agreement. Passed 6-0.

Agenda item 8: Other Human Services Matters

None

Agenda Item 9: Information Only

A. Health Department Points of Interest
B. Citizen Comments to Administrator/Controller - Public Health Order

Moved by Rushing, supported by Bohm to accept information. Passed by voice vote.

Agenda Item 10: Receive and File Packets

Moved by Commissioner Rushing, supported by Commissioner Dunn to receive and file. Passed by voice vote.

Agenda Item 11: Adjournment

Moved by Commissioner Baldwin, supported by Commissioner Dunn to adjourn. Passed by voice vote.

St. Clair County Board of Commissioners
Judiciary/Public Safety Committe
Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060
November 4, 2021 4:10 PM

Agenda Item 1: Roll Call

Baldwin, Beedon, Bohm, Dunn, Rushing, Vandenboosche Present- McConnell Absent

Agenda Item 2: Add/Del/Changes to Agenda

Moved by Bohm, supported by Dunn to approve agenda. Passed by voice vote

Agenda Item 3: Citizens to be heard

None

Agenda Item 4: Updates

None

Agenda Item 5: Conceptual Initiatives:

None

Agenda Item 6: Old Business

None

Agenda Item 7A: Antenna Site Lease Extension Between Regional Education Service Authoirity (RESA) and St. Clair County
Moved by Dunn, supported by rushing to move to full board. Passed by 6-0.

Agenda Item 7B: FY 2021 Edward Byrne Memorial Justice Assistance Grant Agreement
Moved by Bohm, supported by Vandenboosche to move to full board. Passed 6-0.

Agenda Item 7C: FY22 Michigan Mental Health Court Grant Program Contract and Revised Budget
Moved by Vandenboosche, supported by Bohm to move to full board. Passed by voice vote.

Agenda Item 7D: FY22 Huron House Subcontract with Mental Health Court Program
Moved by Rushing, supported by Vandenboosche to move to full board. Passed by voice vote.

Agenda Item 7E: FY22 Blue Water DRP LLC Subcontract with Mental Health Court Program
Moved by Dunn, supported by Rushing to move to full board. Passed by voice vote

Agenda Item 7F: FY 2022 Hybrid DWI/Drug Court Grant Agreement
Moved by Rushing, supported by Dunn to move to full board. Passed by voice vote.

Agenda Item 7G: Business Analyst for the Court Software Project - Viviente Software, LLC - FINAL ACTION
Moved by Bohm, supported by Rushing to approve the Business Analyst for the Court Software Project with Viviente Software, LLC. Passed 6-0

Agenda Item 7H: St. Clair County Recovery High School (RHS) - Grant Application
Moved by Rushing, supported by Dunn to move to full board. Passed by voice vote.

Agenda item 8: Other Judiciary/Public Safety Matters

None
Agenda Item 9: Information Only

None

Agenda Item 10: Receive and File Packets

Moved by Commissioner Rushing, supported by Commissioner Dunn to receive and file. Passed by voice vote.

Agenda Item 11: Adjournment

Moved by Commissioner Rushing, supported by Commissioner Beedon to adjourn. Passed by voice vote.

St. Clair County Board of Commissioners
Environmental/Public Works Committee
Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060
November 4, 2021 4:00 pm

Agenda Item 1: Roll Call

Baldwin, Beedon, Dunn, Rushing, Bohm, Vandenboosche –Present, McConnell absent

Agenda Item 2: Add/Del/Changes to Agenda

Moved by Bohm, supported by Dunn to approve agenda

Agenda Item 3: Citizens to be heard

None

Agenda Item 4: Updates

None

Agenda Item 5: Conceptual Initiatives:

None

Agenda Item 6: Old Business

None

Agenda Item 7A: 2022-2026 Capital Improvement Program

Moved by Commissioner Rushing, supported by Commissioner Vandenbooshe to move to full board. Passed by voice vote.
Agenda Item 7B: Brownfield Redevelopment Grant Application

Moved by Rushing, supported by Baldwin to move to full board. Passed by voice vote 5-1, Vandenboosche opposed.

Agenda Item 7C: Contract Approval - Marine City Highway Corridor Study

Moved by Rushing, supported by Baldwin to move to full board. Passed by voice vote.

Agenda Item 7D: 2021 Annual County-at-Large Drain Assessments

Moved by Rushing, supported by Beedon to move to full board. Passed by voice vote.

Agenda Item 7E: Landfill 2021 Materials Supply

Moved by Rushing, supported by Baldwin to move to full board. Passed by voice vote.

Agenda Item 7F: Private Hangar Parcel T-22 Ground Lease Termination

Moved by Rushing, supported by Baldwin to move to full board. Passed by voice vote

Agenda Item 7G: Air Industrial Park NON Aviation Vacant Lot 64 Agreement for Purchase - Innovated Machining Solutions LLC.

Moved by Baldwin, Supported by Vandenboosche to approve. Passed 6-0.

Agenda Item: 7H: Air Industrial Park NON Aviation Vacant Lot 63 - Rights of First Offer and Refusal – Innovated Machining Solutions LLC

Moved by Beedon, supported by Rushing to move to full board. Passed by voice vote.

Agenda Item 8: Smiths Creek Landfill Activities Reports

Moved by Rushing, supported by Baldwin to receive and file report. Passed by voice vote.

Agenda item 9: Other Enviromental/Public Works Matters

Looking at additional funds for the district, Rushing

Agenda Item 10: Information Only

A. Monthly PARC Financial Documents

Moved by Rushing, supported by Baldwin to receive and file. Passed by voice vote.

Agenda Item 11: Receive and File Packets

Moved by Commissioner Bohm, supported by Commissioner Baldwin to receive and file. Passed by voice vote.

Agenda Item 11: Adjournment

Moved by Commissioner Rushing, supported by Commissioner Baldwin to adjourn. Passed by voice vote.

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
November 4. 2021 4:50pm

Agenda Item 1: Roll Call

Baldwin, Beedon, Bohm, Dunn, Rushing, Vandenboosch-Present, McConnell-Absent

Agenda Item 2: Add/Del/Changes to Agenda
Moved by Baldwin, supported by Beedon to approve agenda. Passed by voice vote.

Agenda Item 3: Citizens to be Heard

None

Agenda Item 4: Updates

None

Agenda Item 5: Conceptual Initiatives:

None

Agenda Item 6: Old Business

None

Agenda Item 7A: Resolution 21-20 Budget Adoption - 2022
Moved by Dunn, supported by Bohm to move to full board. Passed by voice vote.

Agenda Item 7B: 2022 Pension and Retiree Health Care Contribution Rates
Moved by Balwin, supported by Dunn to move to full board. Passed by voice vote.

Agenda Item 7C: Contract Approval Request - Toledo Elevator
Moved by Bohm, supported by Dunn to move to full board. Passed by voice vote.

Agenda Item 7D: Health Department Manning Table Change - Reclassifications
Moved by Dunn, supported by Beedon to move to full board. Passed by voice vote.

Agenda Item 7E: Health Department Manning Table Addition - Part-time Publice Health Nurse - FINAL ACTION
Moved by Bohm, supported by Dunn to add part-time Public Health Nurse. Passed 6-0.

Agenda Item 7F: American Rescue Plan Act Funds
Moved by Bohm, supported by Baldwin to move to full board. Passed by voice vote.

Agenda item 8: Other Ways and Means Matters

Agenda Item 9: Information Only

Vandenboosche: Increasing the number of warning sirens in the county

Baldwin: Become familiar with SB597-598 in regard to Mental Health changes and SB48 in regard to short term rentals

Agenda Item 10: Receive and File Packets

Moved by Commissioner Dunn, supported by Commissioner Baldwin to receive and file. Passed by voice vote.

Agenda Item 11: Adjournment

Moved by Commissioner Baldwin, supported by Commissioner Vandenboosche to adjourn . Passed by voice vote.

11-18-2021 Commission Meeting

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	11-18-2021 BOC	12/1/2021	Cover Memo

St. Clair County Board of Commissioners

Board of Commissioners' Room – 2nd Floor
200 Grand River Avenue
Port Huron MI 48060
November 18, 2021 at 6:00 PM

Agenda Item 1 – Pledge of Allegiance
The Pledge of Allegiance was recited.

Agenda Item 2 – Public Hearing and Roll Call
Chairperson Jeff Bohm called the meeting to order at 6 p.m. Chairperson Bohm opened the Public Hearing on the Proposed 2022 General Fund Budget. He asked three (3) times if there were any citizens to be heard and there were none.
Jennifer Posey, Clerk of the meeting, called roll and the following commissioners were present: Greg McConnell, Jorja Baldwin, Duke Dunn, David Rushing, David Vandenbossche and Jeff Bohm. Commissioner Lisa Beedon was absent.

Agenda Item 3 – Additions/Deletions/Changes to the Agenda
None

Agenda Item 4-Approval of Agenda
It was moved by Commissioner Rushing, supported by Commissioner Baldwin to approve agenda. Passed by voice vote.

Agenda Item 5– Closed Session
It was moved by Commissioner Rushing, supported by Commissioner Dunn, to go into Closed Session to discuss the Opioid Litigation. Motion passed by a roll call vote: 6-0; 1-absent. G. Fletcher explained nature of the class action litigation.

Agenda Item 6 - Approval of Minutes of Previous Meeting:
It was moved by Commissioner Vandenbo**s**sche, supported by Commissioner Rushing, to approve and file the minutes of the **10-21-21** Commission Meeting. Passed by voice vote.

Agenda Item 7 – Proclamations:
It was moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the proclamation recognizing Jim McGuire's Years of Services. Motion passed by a voice vote.

It was moved by Commissioner McConnell, supported by Commissioner Vandenbossche, to approve the Proclamation Congratulating Mark White as the 2020 State of Michigan Professional Emergency Manager of the Year. Motion passed by a voice vote. Commissioner Baldwin read the proclamation and presented it to Mark White.

Agenda Item 8 - Consent Agenda:
It was moved by Commissioner Dunn, supported by Commissioner McConnell, to approve items 8A through 8E on the Consent Agenda. Passed by voice vote.

Agenda Item 9 - Reports of Standing and Special Committees
Vandenbossche: Algonac Fire, along with nearly every other emergency response agency in the community, responded to a fire at a local senior community living center. All residents were safely evacuated and Algonac Lion's club took the lead to find appropriate shelter for the residents. A special thank you and kudos to all the agencies for a quick and comprehensive response to a devastating situation.

Rushing: He's spoken with various townships about the community projects and the availability of the ARPA funds.

Dunn: None.

McConnell: None.

Baldwin: None.

Bohm: Attended Detroit Economic Club presentation by DTE President who discussed the future of the grid and natural gas as the preferred source of future power. Commissioner Bohm also attended a public forum for the new plant to answer questions and concerns about the "start-up" process and noise concerns.

Agenda Item 10 - Citizens Wishing to Address the Board:
Linda Loureiro, Port Huron MI: citizen's rights, informed consent and vaccine experimentation

Dr. Timothy Parker, Columbus MI: Unconstitutional measures

Pam Binsfeld, Marysville MI: Read Dr. Seuss' Yertle the Turtle and expects elected officials to uphold the constitution. Jessica Holcomb, St. Clair MI, yielded her time to Ms. Binsfeld.

Elizabeth Ely, Port Huron MI: Federal funds vs. constitutional rights, opposes the language in resolution that states "subject to the law".

Agenda Item 11 - Unfinished Business:
None

Agenda Item 12 – New Business
Agenda Item 12A: Approval of County Disbursements – October 2021
Moved by Commissioner Vandenbossche, supported by Commissioner Rushing, to approve the July 2021 County Disbursements in the amount of $27,544,836.75. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12B: Survey and Remonumentation 2022 Grant Application
Moved by Commissioner Dunn, supported by Commissioner Rushing, to approve the Survey & Remonumentation 2022 Grant Application as presented. Passed by voice vote.

Agenda Item 12C: FY2021 MDHHS Contract with Probate Court
Moved by Commissioner McConnell, supported by Commissioner Dunn, to approve and open for discussion the MDHHS 2021 contract with Probate Court. Following discussion, the motion to approve was rescinded by both Commissioners McConnell and Dunn. Commissioner McConnell pointed out that the agreement was for the term of Oct 1, 2020 through September 30, 2021. He also stated that the 2022 agreement has already come before the Board for approval and inquired as to why last year's agreement is now just coming before them. Administrator Hepting advised that the Court Administrator signed and submitted the agreement to the state of Michigan in September 2020, but that the Administrator/Controller's office was not provided a copy, nor aware that it was already submitted. When asked about funding for this agreement, Administrator Hepting advised that the department does not have funds and in trending over-budget in the current year. It was moved by Commissioner Rushing,

supported by Commissioner Dunn, to table this agenda item to the December 2nd Judiciary/Public Safety Committee and to request that the Court Administrator attend in order to discuss further. Motion passed by a voice vote.

Agenda Item 12D: Resolution 2021-22 Designating 2022 General Obligation Limited Tax Refunding Bonds As Qualified Tax Exempt Obligations
Moved by Commissioner Rushing, supported by Commissioner Baldwin, to adopt Resolution 2021-22 Designating 2022 General Obligation Limited Tax Refunding Bonds as Qualified Tax Exempt Obligations. Passed by voice vote.

Agenda Item 12E: Antenna Site Lease Extension Between Regional Education Service Authority (RESA) and St. Clair County
Moved by Commissioner McConnell, supported by Commissioner Baldwin, to approved the Antenna Site Lease Extension Between Regional Education Service Authority (RESA) and St. Clair County for a term of 01/01/22 through 12/31/31 in the amount of $12,000. Motion approved by a roll call vote: 5-0; 1-McConnell Abstained; 1-Beedon Absent.

Agenda Item 12F: FY 2021 Edward Byrne Memorial Justice Assistance Grant Agreement
Moved by Commissioner McConnell, supported by Commissioner Dunn, to approve the FY 2021 Edward Byrne Memorial Justice Assistance Grant Agreement as presented. Passed by a voice vote.

Agenda Item 12G: FY 2022 Hybrid DWI/Drug Court Grant Agreement
Moved by Commissioner McConnell, supported by Commissioner Baldwin, to approve the FY 2022 Hybrid DWI/Drug Court Grant Agreement as presented. Passed by voice vote.

Agenda Item 12H: FY2022 Blue Water DRP LLC Subcontract with mental Health Court Program
Moved by Commissioner McConnell, supported by Commissioner Rushing, to approve the FY22 Blue Water DRP LLC Subcontract with the Mental Health Program for a term of 10/1/21 through 09/30/22 in the amount not to exceed $32,000. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12I: FY2022 Huron House Subcontract with Mental Health Court Program
Moved by Commissioner Baldwin, supported by Commissioner Rushing, to approve the FY22 Huron House Subcontract with Mental Health Court Program for a term of 10/1/21 through 09/30/22 in the amount not to exceed $12,000. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12J: FY2022 Michigan Mental Health Court Grant Program Contract and Revised Budget
Moved by Commissioner McConnell, supported by Commissioner Dunn, to approve the FY22 Michigan Health Court Grant Program Contract and Revised Budget as presented. Passed by voice vote.

Agenda Item 12K: St. Clair County Recovery High School Grant Application
Moved by Commissioner McConnell, supported by Commissioner Baldwin, to approve the St. Clair County Recovery High School (RHS) Grant Application as presented. Passed by voice vote.

Agenda Item 12L: Resolution 2021-21 Annual County at Large Drain Assessments for 2021
Moved by Commissioner Dunn, supported by Commissioner Rushing, to adopt Resolution 2021-21 approving the annual County-at-Large Drain Assessments in the amount of $547,537.40. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12M: 2022-2026 Capital Improvement Plan
Moved by Commissioner Rushing, supported by Commissioner Baldwin, to approve the 2022-2026 Capital Improvement Program as presented. Passed by a voice vote.

Agenda Item 12N: Air Industrial Park NON Aviation Vacant Lot 63 – Rights of First Offer and Refusal – Innovated Machining Solutions LLC
Moved by Commissioner Dunn, supported by Commissioner Rushing, to approve Air Industrial Park NON Aviation Vacant Lot 63 Rights of First Offer and Refusal to Innovated Machining Solutions LLC as presented. Passed by a roll call vote: 6-0; 1-absent. Chairperson Bohm congratulated Kathy Reaume, Airport Director, on her upcoming retirement and thanked her for her many years of dedicated service. Katherine Fiore was presented and introduced to the Board as the next Airport Director.

Agenda Item 12O: Air Industrial Park NON Aviation Vacant Lot 64 – Agreement for Purchase Innovated Machining Solutions LLC

Moved by Commissioner Dunn, supported by Commissioner Baldwin, to approve the Air Industrial Park NON Aviation Vacant Lot 64 Agreement for Purchase with Innovated Machining Solutions LLC in the amount of $20,000. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12P: Brownfield Redevelopment Grant Application
Moved by Commissioner Dunn, supported by Commissioner Baldwin, to approve the Brownfield Redevelopment Grant Application as presented. Passed by voice vote: 5-1 (Vandenbossche); 1-absent.

Agenda Item 12Q: Marine City Highway Corridor Study Contract Approval
Moved by Commissioner Baldwin, supported by Commissioner Vandenbossche, to approve contracting with Wade Trim to carry out the Marine City Highway Corridor Study for a term expiring 12/31/22 and the not to exceed amount of $144,635. Passed by a roll call vote: 6-0; 1-absent. Commissioner Bohm process and importance of the Marine City Highway expansion and corridor study.

Agenda Item 12R: Landfill 2021 Materials Supply Contracts
Moved by Commissioner Dunn, supported by Commissioner Vandenbossche, to approve Landfill Materials Supply Requests agreements with:
- Asphalt Trucks Inc. for the term 12/1/21 through 11/30/22 in the amount not to exceed $306,300;
- SA Torello for the term 12/1/21 through 11/30/22 in the amount not to exceed $222,000;
- JADC dba Dani's Transport for the term 12/1/21 through 11/30/22 in the amount not to exceed $348,890. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12S: Private Hanger Parcel T-22 Ground Lease Termination
Moved by Commissioner Dunn, supported by Commissioner Rushing, to approve termination of the Private Hanger Parcel T-22 Ground Lease with Steve and Claire Bacsikin as presented. Passed by a voice vote.

Agenda Item 12T: 2022 Pension and Retiree Health Care Contribution Rates
Moved by Commissioner Rushing, supported by Commissioner Dunn, to approve the 2022 Pension and Retiree Health Care Contribution Rates as presented. Passed by a voice vote.

Agenda Item 12U: American Rescue Plan Act Funds – Proposals
Moved by Commissioner Rushing, supported by Commissioner Baldwin, to approve the American Rescue Plan Act proposals as presented. Passed by a voice vote.

The Administrator/Controller recommended proposal includes $3,500,000 of the ARPA funds be applied toward the 2020 lost revenue and a reserve of $1,036,458 for departmental project. Commissioner Bohm advised that the intention is to give each Commissioner $500,000 for eligible projects in their respective districts and to leverage matching funds for district projects. Following much discussion on various community proposals, it was recommended that each Commissioner submit proposed projects to Administration in order to verify eligibility and to plan accordingly for contract approvals and reimbursements.

Agenda Item 12V: Toledo Elevator Contract Approval
Moved by Commissioner Vandenbossche, supported by Commissioner Dunn, to approve the contract renewal with Toledo Elevator for preventive maintenance and testing at Administration, Main Library, Port Huron Courthouse, Heath Department and Intervention Center buildings for a term of 01/01/22 through 12/31/23 in the amount of $40,224. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12W: Health Department Manning Table Changes (Reclassifications)
Moved by Commissioner Baldwin, supported by Commissioner McConnell, to approve the Health Department Manning Table Changes to re-classify three adolescent social worker positions to adolescent mental health therapists as presented. Passed by a voice vote.

Agenda Item 12X: Resolution 2021-20 -- Adoption of the 2022 General Fund Budget
Moved by Commissioner Rushing, supported by Commissioner Vandenbossche, to approve Resolution 2021-20 adopting the 2022 General Fund Budget as presented. Passed by a voice vote.

Agenda Item 12Y: FY2022 Letter of Agreement with Region 10 PIHP for RSAT Prevention Services for Inmates
Moved by Commissioner McConnell, supported by Commissioner Baldwin, to approve FY 2022 Letter of Agreement with Region 10 PIHP for RSAT Prevention Services for Inmates as presented for a term of 10/01/21 through 09/30/22. Passed by a voice vote.

Agenda Item 12Z: 2021 Coronavirus Emergency Supplemental Funding Program Grant Extension

Moved by Commissioner Baldwin, supported by Commissioner Rushing, to approve 2021 Coronavirus Emergency Supplemental Funding CESF) Program Grant Extension as presented. Passed by a voice vote.

Agenda Item 12AA: FY2021 Emergency Management Performance Grant – American Rescue Plan Act Agreement

Moved by Commissioner McConnell, supported by Commissioner Vandenbossche, to approve FY 2021 Emergency Management Performance Grant (EMPG) – American Rescue Plan Act Agreement as presented. Passed by a voice vote.

Agenda Item 12AB: Michigan Municipal Risk Management Authority – Renewal for 2022

Moved by Commissioner Vandenbossche, supported by Commissioner Rushing, to approve MMRMA (Michigan Municipal Risk Management Authority) Renewal for a term of 01/01/22 through 12/31/22 in the amount of $851,502. Passed by a roll call vote: 6-0; 1-absent.

Agenda Item 12AC: 2022 Coronavirus Emergency Management Supplemental Funding Grant Application

Moved by Commissioner Baldwin, supported by Commissioner Dunn, to approve the 2022 Coronavirus Emergency Supplemental Funding (CESF) Grant Application as presented. Passed by a voice vote.

Agenda Item 13 – Administrators Report

1. Final Pricing for the Revised Bond (Item 12-D) will be available in December.
2. Bond Rating was reaffirmed at AA.
3. Meeting with Police Chiefs and the Medical Examiner regarding death scene investigations. A proposed contract with Michigan Forensics will be coming to the Board in December.
4. Ron Marsh, Building & Grounds Superintendent, will be retiring 12/31/21.
5. Contract negotiations are going well and 3 out of the 4 have tentative agreements.
6. Friends of the St. Clair River will be wrapping up Phase I of the Gypsy Moth Program and will have final reports in early December. There will be a presentation at the December 2, 2021 Environmental/Public Works meeting to discuss progress to date and a proposal for Phase II.

Motion by Commissioner Dunn, supported by Commissioner Baldwin, to accept the Administrator's report. Passed by voice vote.

Agenda Item 14 – Miscellaneous Business: Commissioner Bohm discussed the City of Marine City's DNR Trust Fund application for the Marina and advised that with additional information, the scoring increased for that project.

Agenda Item 15 – Receive and File Packets:
Moved by Commissioner Vandenbossche, supported by Commissioner Rushing, to receive and file packets that were sent to Commissioners, packets at their places and any other information presented. Passed by voice vote.

Agenda Item 16 - Adjournment
Motion by Commissioner Baldwin, supported by Commissioner Dunn, to adjourn at 7:27 pm. Passed by voice vote.

12-02-2021 Standing Committee Minutes

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	12-02-21 HS	12/3/2021	Cover Memo
🗋	12-02-21 Jud_Pub Safety	12/3/2021	Cover Memo
🗋	12-02-21 Env_Pub Works	12/3/2021	Cover Memo
🗋	12-02-21 Ways	12/3/2021	Cover Memo

MINUTES

St. Clair County Board of Commissioners
Human Services Committee

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

December 2, 2021 at 6:00 PM

1. Roll Call/Opening/Pledge of Allegiance

Commissioner Beedon called the meeting to order at 6:00 p.m.

Commissioners Present: Greg McConnell, Jorja Baldwin, Duke Dunn, Dave Rushing, Dave Vandenbossche and Lisa Beedon

Commissioners Absent: Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by David Rushing, supported by Duke Dunn, to approve the agenda as presented. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

Dawn Schafer, Fort Gratiot - re: masks in school and deprivation of education

Shawn Treadaway, St. Clair - re: Medical Health Officer's advisory and local school district mandates

Kevin Watkins, Wales - re: masks are effective, vaccines are effective

4. Updates

None

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. MSUE Annual Report and Presentation

Jerry Johnson, District 10 Director, MSU Extension discussed key points of their Annual Report. He discussed several personnel changes. He discussed various training programs that are available both in person and online. Finally, he discussed the 4H program.

Moved by David Rushing, supported by Greg McConnell, to receive and file the MSU Extension Annual Report. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

B. 2022 Memorandum of Agreement: MSU Extension Services in St. Clair County

Moved by David Rushing, supported by Greg McConnell, to forward to the Regular Board meeting the recommendation to approve the 2022 Memorandum of Agreement for MSU Extension services in the amount of $28,291. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

C. Health Department Space Study

The end product of the study was discussed.

Moved by Duke Dunn, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the agreement with A3C Architecture for a space study for the Health Department in an amount not to exceed $33,250. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

D. Health Department Staff Development 2021

Moved by Duke Dunn, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the Health Department request to close at 12:00 p.m. on 12/17/21 for staff development. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

E. Health Advisory Board - Appointment

Moved by David Rushing, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to appoint Dr. Sushma Reddy, District 2, to the Health Advisory Board for the remainder of a 2-year term expiring 12/31/22. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

8. Other Human Services Matters

None

9. Information Only

A. Health Department Points of Interest

Moved by Greg McConnell, supported by Jorja Baldwin, to receive and file item 9A as information only. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

10. Receive and File Packets

Moved by Duke Dunn, supported by Jorja Baldwin, to receive and file packets and all information received. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

11. Adjournment

Moved by Duke Dunn, supported by Jorja Baldwin, to adjourn at 6:39 p.m. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Lisa Beedon

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.

MINUTES

St. Clair County Board of Commissioners
Judiciary/Public Safety Committee

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

December 2, 2021 at 6:00 PM

1. Roll Call/Opening

Commissioner McConnell called the meeting to order at 6:39 p.m.

Commissioners Present: Jorja Baldwin, Lisa Beedon, Duke Dunn, Dave Rushing, Dave Vandenbossche and Greg McConnell

Commissioners Absent: Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by Duke Dunn, supported by Jorja Baldwin, to add the agreement with the Michigan Department of Health and Human Services for Probate Court to the agenda as item 7B. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

Moved by David Rushing, supported by Jorja Baldwin, to approve the agenda as revised. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

None

4. Updates

None

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. FY22 MMHCGP Letter of Agreement with St. Clair County Community Mental Health

Moved by Duke Dunn, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the FY 22 Michigan Mental Health Court Grant Program sub-contract with Community Mental Health in an amount not to exceed $72,736. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

B. Addition: FY21 MDHHS Contract with Probate Court

Mike McMillan, Court Administrator, discussed the agreement and the Probate Court budget. He indicated there has been a decrease in the number of minor guardianships, however a marked increase in adult guardianships, both of which require a court appointed attorney. He discussed various steps that have been taken to reduce expenditures.

Moved by Jorja Baldwin, supported by Lisa Beedon, to forward to the Regular Board meeting the recommendation to approve the agreement with the Michigan Department of Health and Human Services for Probate Court liaison services for a term of 01/01/20 through 09/30/21 in the amount $71,850. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

8. Other Judiciary/Public Safety Matters

None

9. Information Only

None

10. Receive and File Packets

Moved by Duke Dunn, supported by Lisa Beedon, to receive and file packets and all information received. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

11. Adjournment

Moved by Lisa Beedon, supported by Jorja Baldwin, to adjourn at 6:52 p.m. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Greg McConnell

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MINUTES

St. Clair County Board of Commissioners
Environmental/Public Works Committee

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

December 2, 2021 at 6:00 PM

1. Roll Call/Opening

Commissioner Dunn called the meeting to order at 6:53 p.m.

Commissioners Present: Greg McConnell, Jorja Baldwin, Lisa Beedon, Dave Rushing, Dave Vandenbossche and Duke Dunn

Commissioners Absent: Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by David Rushing, supported by Jorja Baldwin, to add the Semcog Update to the agenda as item 7H. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

Moved by David Rushing, supported by Greg McConnell, to approve the agenda as revised. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

None

4. Updates

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. Friends of the St. Clair River - Gypsy Moth Program Presentation and Phase II Proposal

Kirsten Lyons and Lydia Nicholas, Friends of the St. Clair River, discussed the results of the Gypsy Moth program to date. Ms. Lyons discussed the impact of the gypsy moth invasion to the affected areas. Various methods of reporting issues were discussed. In addition to public education and outreach, egg mass surveys were conducted to determine the area that would qualify for an aerial suppression program in the spring. There are approximately 1800 acres that would qualify at this point. Details of the suppression program were discussed. Finally, next steps were discussed. A proposed agreement for Phase II of the program will be included on the next agenda.

Moved by David Rushing, supported by Jorja Baldwin, to forward the Phase II Proposal to the Regular Board meeting. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

B. Underground Fuel Storage Tanks Removal Change Order # 3 - FINAL ACTION

Moved by David Rushing, supported by Jorja Baldwin, to move as a Committee of the Whole (for final action) to approve change order 3 for the underground fuel storage tank removal project for the Airport in the amount of $4,276.25. Carried - Roll Call Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

C. Contract Approval - PM Blough Inc. for St. Clair/Macomb Birding Trail Platform Design

Moved by Greg McConnell, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the agreement with PM Blough Inc. for the design of the St. Clair - Macomb birding trail platform. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

D. 2020 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program

Moved by Greg McConnell, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the 2020 interlocal agreement with Macomb county for the Homeland Security Grant program in the amount of $300,914. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

E. Resolution 2021-25 Authorizing Closing of North Channel Property - FINAL ACTION

Moved by Dave Vandenbossche, supported by David Rushing, to move as a Committee of the Whole (for final action) to adopt Resolution 21-25 authorizing payment and execution of closing and grant award documents for the acquisition of property along the North Channel of St. Clair River. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

F. Resolution 2021-26 Authorizing Submission of WIlson Foundation Grant - FINAL ACTION

Moved by Lisa Beedon, supported by Greg McConnell, to move as a Committee of the Whole (for final action) to adopt Resolution 21-26 authorizing submission of a grant application to the Community Foundation of Southeast Michigan - Ralph C. Wilson, Jr. Legacy Fund in the amount of $20,000. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

G. Fort Gratiot Lighthouse Lantern Room/Watch Room Restoration Project

Moved by Greg McConnell, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the agreement with Arisco Contracting Group, Inc. for the restoration of the Fort Gratiot Lighthouse Lantern Room in an amount not to exceed $42,200. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

H. Addition: SEMCOG Update

Amy O'Leary and Tiffany Gunter, SEMCOG, provide a brief update on SEMCOG programs and initiatives.Transportation planning, including accident data, was discussed. The development of a transportation plan allows for the receipt of various grant funds. The various trails program and environmental initiatives were discussed. Finally, community and economic development, in addition to education were dicussed.

8. Smiths Creek Landfill Activities Reports

A. Smiths Creek Landfill Activities Reports

Moved by Greg McConnell, supported by Jorja Baldwin, to receive and file the Smiths Creek Landfill Activities reports. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

9. Other Environmental/Public Works Matters

Commissioner McConnell discussed the possibility of completing the Avoca to Yale Trail.

Commissioner Vandenbossche indicated they had been successful in the approval of two DNR Trust Fund projects.

10. Information Only

A. Monthly PARC Financial Documents

Moved by Greg McConnell, supported by Jorja Baldwin, to receive and file item 10A as information only. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

11. Receive and File Packets

Moved by Greg McConnell, supported by Jorja Baldwin, to receive and file packets and all information received. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

12. Adjournment

Moved by Greg McConnell, supported by Jorja Baldwin, to adjourn at 7:34 p.m. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Duke Dunn

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.

MINUTES

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 2, 2021 at 6:00 PM

1. Roll Call/Opening

Commissioner Rushing called the meeting to order at 7:34 p.m.

Commissioners Present: Greg McConnell, Jorja Baldwin, Lisa Beedon, Duke Dunn, Dave Vandenbossche and Dave Rushing

Commissioners Absent: Jeff Bohm

2. Additions/Deletions/Changes to the Agenda

Moved by Greg McConnell, supported by Duke Dunn, to approve the agenda as presented. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

3. Citizens to be Heard

None

4. Updates

None

5. Conceptual Initiatives

None

6. Old Business

None

7. New Business

A. Contract Approval Request - 2022 RESA Service Agreement

Moved by Duke Dunn, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the payroll service agreement with St. Clair County RESA for a term of 01/01/22 through 12/31/22 in the amount of $31,500. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

B. Blue Cross Blue Shield Annual Renewal

Moved by Greg McConnell, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the Blue Cross Blue Shield Schedule A and Stop Loss renewals as presented. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

C. Deltal Dental Contract Renewal

Moved by Dave Vandenbossche, supported by Lisa Beedon, to forward to the Regular Board meeting the recommendation to approve the Delta Dental service contracts renewal for 2022 as presented. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

D. Medical Examiners - Michigan Forensics, PLLC Addendum #1

No motion was made for this item. It will be brought back to the Board at a later date.

E. County Clerk Manning Table Change/Addition

Moved by Duke Dunn, supported by Jorja Baldwin, to forward to the Regular Board meeting the recommendation to approve the change of a Court Clerk II position to a Court Clerk III and to add an additional full-time Court Clerk III position to the County Clerk's manning table. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

F. Resolution 21-28 Establishing Per Diems for Boards and Commissions - FINAL ACTION

Moved by Greg McConnell, supported by Duke Dunn, to move as a Committee of the Whole (for final action) to adopt Resolution 21-28 establishing per diems for Boards and Commissions. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

G. Resolution 21-29 Elected Officials Wages for 2022 - FINAL ACTION

Moved by Greg McConnell, supported by Jorja Baldwin, to move as a Committee of the Whole (for final action) to adopt Resolution 21-29 establishing salaries for election officials for 2022. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

H. Resolution 21-30 Establishing Wages for CANUE 2022 - FINAL ACTION

Moved by Greg McConnell, supported by Jorja Baldwin, to move as a Committee of the Whole (for final action) to adopt Resolution 21-30 establishing wages for CANUE for 2022. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

I. Resolution 21-31 80_20 Cost Sharing Model Adoption - FINAL ACTION

Moved by Duke Dunn, supported by Lisa Beedon, to move as a Committee of the Whole (for final action) to adopt Resolution 21-31 adopting the 80/20 cost sharing model for health insurance. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

8. Other Ways and Means Matters

9. Information Only

10. Receive and File Packets

Moved by Greg McConnell, supported by Dave Vandenbossche, to receive and file packets and all information received. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

11. Adjourn

Moved by Jorja Baldwin, supported by Lisa Beedon, to adjourn at 7:39 p.m. Carried - Voice Vote 6-0. Ayes: Baldwin, Beedon, Dunn, McConnell, Rushing, Vandenbossche.

Committee Chair: Dave Rushing

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2021-22 Child Care Fund

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	2021-22 Child Care Fund	11/22/2021	Cover Memo

STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

November 10, 2021

Jeff Bohm
200 Grand River Ave
Port Huron, Mi 48060

Dear Commissioner Bohm:

Your 2021-22 annual plan and budget for Child Care Fund (CCF) expenditures is approved for 50% state reimbursement of CCF reimbursement-eligible items and 100% state reimbursement of Raise the Age CCF reimbursement-eligible items. Please see the DHS-2091 form that was approved with the CCF annual plan and budget for a breakdown of the approved amounts.

Use of FY 2022 CCF reimbursement certifies that, to the best of the County/Court/Tribe's knowledge and belief, the data contained in reimbursement requests is correct. Submission of a reimbursement request should be according to the instructions and definitions established by the Child Care Fund-related statute, administrative rules, and policy. Net reimbursable expenditures should represent no costs for capital outlay. As a reminder, beginning with state fiscal year 2022 the *Child Care Fund Handbook Published Policies and Procedures*, *Effective State Fiscal Year 2022* will be the source of eligibility information. Effective FY2022 all prior CCF Handbooks are obsolete.

Appropriate documentation will be required and maintained to support costs reported. Please see pages 23-25 in the *Child Care Fund Handbook Published Policies and Procedures, Effective State Fiscal Year 2022* for further details on what must be submitted with monthly reimbursement requests. Monthly reimbursements are approved subject to further fiscal and program review. By accepting reimbursement, the County/Tribe agrees to accept responsibility for any exception or other payment irregularity in the program found after fiscal and program review.

Any claim for State monies from the Child Care Fund to cover expenditures incurred between October 1, 2021 and September 30, 2022, will signify acceptance of the terms of this approval letter.

Sincerely,

Kelly Walters

Kelly Walters, Manager
Child Care Fund Reimbursement Unit

cc: The Honorable Elwood Brown, St Clair County
Michael McMillan, St Clair County
Jennifer Huffman, St Clair County
Jamie Reinke, Director, St Clair County MDHHS

Contract Renewal Request - Office Depot

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Contract Approval Request - Office Depot 2021_2023	11/22/2021	Cover Memo
	Oakland County America Saves Office Depot exp 9.30.23	11/22/2021	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

☒ BOC POLICY COMPLIANCE
☒ REVIEWED BY CORP COUNSEL

☐ INCREASE WITHIN CPI-U
☐ VALUE LESS THAN THRESHOLD

VENDOR: Office Depot

VALUE: $180,000

TERM: Through 9/30/2023

CONTRACT TYPE: Office Supplies

SERVICE DESCRIPTION: Cooperative Office Supply contract, through Oakland County's America Saves program/Michigan Inter-Governmental Trade Network (MITN)

DEPARTMENT(S): Countywide

COMMENTS: This contract extension allows the County to continue with Oakland County's cooperative America Saves contract with Office Depot. Membership in the cooperative allows annual rebates of 1-4.5% based on annual aggregate spend amounts.

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OAKLAND COUNTY MICHIGAN
PURCHASING

OAKLAND COUNTY EXECUTIVE DAVID COULTER
Purchasing
(248) 858-0511 | purchasing@oakgov.com

All SNG

AMENDMENT OF CONTRACT 005489

AMENDMENT 10

AMENDMENT DATE: July 21, 2021

This AMENDMENT 10 OF CONTRACT 005489 (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter “Contractor”) and the COUNTY OF OAKLAND (hereafter “County”) whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Office Depot, LLC	6600 North Military Trail Boca Raton, FL 33496
Vendor Number: 5836	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agree to amend the current Contract as follows:

1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout Amendment.

2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.

3.0 Description of Change:

- Extend the contract expiration date from 9-30-2021 to 9-30-2023
- Update Core Pricing List, effective 07-26-2021 per the attached file titled "Oakland County - Core Pricing List”
- As of September 30, 2021, the definition of Spend in Appendix VII attached the Contract is deleted and replaced with the following definition:
  “Spend” shall mean County’s paid-for purchases, net of taxes, shipping costs, returns,

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discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, gift cards and warranties, non-code and special order furniture, and Technology (except PC Accessories and Business Machines).

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN: Brian Abromowage

Office Depot, LLC

Reviewed By: VWB LEGAL

Date: 7/22/2021

THE COUNTY OF OAKLAND:

SIGN / DATE: Scott N. Guzzy 7/22/2021

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

OAKLAND COUNTY MICHIGAN
PURCHASING

OAKLAND COUNTY EXECUTIVE DAVID COULTER
Purchasing
(248) 858-0511 | purchasing@oakgov.com

Oakland County -Core Pricing List

SKU	OD Description	UOM	Price
101679	101679 - BALL PLAYGROUND RED 10INCH	EA	$4.89
102029	102029 - HP410X HIGHYIELD TONER MAGNTA	EA	$181.00
102240	102240 - PAPER CONST 18X24BLUGW	PK	$5.76
102624	102624 - PAPER FASTENER 2 BASE 100BX	BX	$2.36
102889	102889 - COVER PSBD 8.5 CC 11X8.5 BLACK	EA	$1.96
103977	103977 - FOLDER FST SFSHLD 50BX LTR MNL	BX	$42.71
104540	104540 - ORGANIZER UND 8.5X11 HARRISON	EA	$45.49
104715	104715 - ORGANIZER UND 8.5X11 BLACK	EA	$57.62
106201	106201 - PEN MED RTRCBL EASYTOUCH BK	DZ	$6.27
106541	106541 - PEN EASYTOUCH RTRCBL MED BLUE	DZ	$6.26
106835	106835 - INK CANON PGI-35 BLACK	EA	$12.50
108185	108185 - POCKET DOUBLE 8TAB PLASTIC SET	ST	$2.98
108530	108530 - NOTEBOOK STELLAR 3S CR 150 BLU	EA	$3.11
108610	108610 - THERMAL ROLL 2-1/4 OD 6/PK	PK	$6.12
108862	108862 - PAPER ROLL 2-1/4X130 SNGL PLY	PK	$7.02
110187	110187 - DIVIDER TABBING PRINT 1.75	PK	$4.21
110727	110727 - PEN BALLPOINT RT RSVP DZ BLK	DZ	$5.33
112220	112220 - PEN GRIP/ROUND STIC DOZ BLACK	DZ	$1.60
112266	112266 - PEN GRIP/ROUND STIC DOZ BLUE	DZ	$1.60
113167	113167 - REINFORCEMENT P/S 1/4 HOLE WHT	PK	$0.51
114756	114756 - TONER HP 51A LASERJET BLACK	EA	$152.00
115098	115098 - Verbatim USB Drive USB flash d	EA	$10.34
116946	116946 - PAPER BOISE ASPN 30%REC LTR WH	CT	$43.28
117371	117371 - LABEL ADDRESS BX 11/8X31/2	BX	$14.11
118645	118645 - STAPLE OPTIMA PREMIUM 3750/BX	BX	$3.12
119594	119594 - CRAYONS CRAYOLA 64PK	BX	$2.99
120675	120675 - PENS MED.PT RSVP 12PK BLACK	DZ	$4.50
120709	120709 - PENS MED.PT RSVP 12PK BLUE	DZ	$4.22
121050	121050 - LABELING SYSTEM H/FLDR 100/BX	EA	$20.20
122267	122267 - EverBind Blue OD 1.5	EA	$8.68
124313	124313 - SURGE 7OUTLET 1200J WHT	EA	$13.68
124972	124972 - DRIVE USB ATTACHE 3 16GB	EA	$9.00
125420	125420 - PAPER BOISE ASPEN 11 10CA WHT	CA	$76.04
127270	127270 - STAPLE REMOVER 3/PK ASSRTD COL	PK	$1.58
128772	128772 - MARKERS DRY ERASE 12PK BLACK	DZ	$5.59
128844	128844 - HIGHLIGHTER 12PK YELLOW	DZ	$4.90
128853	128853 - HIGHLIGHTER 12PK ASSORTED	DZ	$4.90
136088	136088 - CRAYONS CRAYOLA WSHBLE 24PK	PK	$3.18
1370755	1370755 - Large Wash Crayons 16ct	BX	$3.83
1370863	1370863 - 9V Coppertop Batteries 4pk	PK	$11.17
1376317	1376317 - Folders File Ltr-Size Red	BX	$13.47
1378432	1378432 - Pocket FC Ltr 3-1/2 Asst 5pk	PK	$7.04
1379189	1379189 - ORGANIZER UND 3.75X6.75 BR	EA	$30.42
1381204	1381204 - 8.5X11 ASPEN 100 PAPER	RM	$8.18
1381411	1381411 - MP COLOR 8X11 20# PUMPKN	RM	$5.23
1383418	1383418 - FILE VRTCLE CLR UNBRKBL	EA	$9.43
1385281	1385281 - Duracell CopperTop AA Bulk	CA	$93.05
1385290	1385290 - Coppertop AA Alkaline 36 pk	PK	$16.58
1385335	1385335 - Kleenex Facial Tissue	CT	$39.05
1385623	1385623 - 2000 Plus 12 Phrase Dater	EA	$36.21
1385803	1385803 - OD DUR VW 2 BDR SLNT RNG WHT	EA	$7.55
1385902	1385902 - OD DUR VW 1 BDR SLNT RNG BLK	EA	$3.33

1385911	1385911 - OD DUR VW 1 BDR SLNT RNG WHT	EA	$4.22
1388656	1388656 - Procell 9-Volt Alkaline 12 PK	BX	$17.68
139179	139179 - divider durable wo 8 tabs	PK	$2.18
1394785	1394785 - End Tab Fldr str Ltr Man Reinf	BX	$15.37
1394803	1394803 - Rcyl FF Ltr 1/3 Man 100ct	BX	$10.84
1396711	1396711 - EverBind Black OD 1.5	EA	$8.79
139720	139720 - ERASERS SM 36/BX PINK	BX	$3.09
139736	139736 - ERASERS LRG DZ PINK	DZ	$2.06
1397818	1397818 - Index Card 3x5 Ruld Wht 300Ct	PK	$0.90
1402822	1402822 - nocket Std Ltr 5-1/4 Brn 5pk	PK	$6.60
140659	140659 - WIPES DISINF LL 35CT-3PK	PK	$7.72
140686	140686 - WIPES DISINF LL 80CT-3PK	PK	$11.17
142071	142071 - CLIPBOARD TABLET_CASE LTR CHAR	EA	$14.41
143197	143197 - COVER DOCUMENT 6CT NAVY	PK	$4.82
145872	145872 - CALCULATOR GRAPH 84+CE BLACK	EA	$114.85
149043	149043 - TONER HP 201X YELLOW	EA	$66.72
149407	149407 - WIPES DISINFECTING 2PK	PK	$10.58
149452	149452 - WIPES DISINFECTING CLOROX 3PK	PK	$6.10
149633	149633 - STAPLER PLIER GRIP RAPID-1 CHM	EA	$16.66
152940	152940 - Tripp Lite AVR AVR900U - UPS -	EA	$122.02
154414	154414 - CARTRIDGE LASER Q2612A	EA	$70.81
155694	155694 - COFFEE ES BRFSTBLND 2LB	BG	$9.35
156075	156075 - PAPER COPY 11X17 500SH BLUE	RM	$12.46
160064	160064 - FLAGS POST-IT(R) SMALL SIZED	PK	$6.46
1626715	1626715 - 4in1 Wipes Citrus 35ct	CT	$31.83
169972	169972 - HOLDER PAPER CLIP MESH BLACK	EA	$0.97
170940	170940 - SURGE 7OUTLETS 2USB BLK	EA	$19.77
170985	170985 - TONER HP HY LJ 201X 2PK BLK	PK	$153.32
172510	172510 - NOTE CANARY YELLOW 3x3 12PACK	PK	$10.40
172528	172528 - PAD NTE POST 3 X5 12/PK YEL	DZ	$12.39
173336	173336 - DISPENSER TAPE DSKTOP 3/4 BLK	EA	$1.92
173500	173500 - PAPER ART WHI 36X1000	RL	$83.50
173518	173518 - PAPER ART BLK 36X1000	RL	$74.48
173525	173525 - NOTEBOOK STELLAR 1S WR 100 MT	EA	$2.33
173976	173976 - BINDER EZD HVY DUTY VIEW 4 BLK	EA	$11.03
176928	176928 - CALCULATOR SCNTFC TI30XII BLK	EA	$12.01
178750	178750 - CLIPS BINDER 30TUB ASTD SZ SLV	PK	$3.18
181182	181182 - Binder HD View 5 Black EA	EA	$17.33
181529	181529 - PENCIL #2 POLY LEAD DISP 12/PK	DZ	$2.44
181578	181578 - PEN BALL PT MEDIUM STICK BLUE	DZ	$1.16
181594	181594 - PEN BALL PT MEDIUM STICK BLK	DZ	$1.16
181935	181935 - BOARD FORAY CORK 24X36 OAK	EA	$21.19
182564	182564 - LABEL LSR CD/DVD WHT 50CT	PK	$18.45
182725	182725 - PEN FLAIR W/PNTGRD BLUE DZ	DZ	$13.44
182733	182733 - PEN FLAIR W/POINTGUARD DZ RED	DZ	$11.17
182741	182741 - PEN FLAIR PNTGRD DZ BLK	DZ	$12.20
182758	182758 - PEN FLAIR W/POINTGUARD DZ	DZ	$13.44
185519	185519 - BOARD FORAY CORK 18X24 DECOR	EA	$13.46
186534	186534 - Tray letter recycled	EA	$2.11
188186	188186 - BOARD FORAY CORK 18X24 TAN	EA	$12.94
189974	189974 - TOWEL SCOT HRDRL 1150' 6RLS	CT	$70.45
190778	190778 - CUP PLASTIC 3OZ 2500	CT	$46.35
193031	193031 - TONER 410A BLACK	EA	$79.21
193893	193893 - Verbatim USB Drive USB flash d	EA	$6.44
195343	195343 - WASTEBASKET PLAS OD 13QT BLK	EA	$2.99
195369	195369 - Verbatim USB Drive USB flash d	EA	$9.99
196048	196048 - REFILL PEN STAY-PUT BLACK	EA	$1.16
196063	196063 - PEN BALLPOINT STAY-PUT BLACK	EA	$2.04
196517	196517 - PAPER X-9 8.5 X11 20LB 10CA	CA	$36.56

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196643	196643 - PAPER X-9 8.5X14 20LB 10/CASE	CT	$60.96
196679	196679 - PAPER X-9 FSC 8.5X11 20LB 10CA	CA	$72.86
198802	198802 - FILE STRGE ECON LTR/LGL 12CT	CT	$26.74
200458	200458 - PAPER COMPUTER 1PT PERF 20LB	CA	$28.04
200476	200476 - FILE R-KIVE KRAFT HVDTY 12CT	CT	$51.23
2013650	2013650 - DESKPAD M RY22 22X17 OD PARDSE	EA	$7.80
202812	202812 - MARKER FELT PERM KING SIZE DZ	DZ	$15.01
203174	203174 - HIGHLIGHTER MAJ ACC YEL DOZ	DZ	$5.16
203349	203349 - MARKER SHARPIE FINE DZ BLACK	DZ	$8.27
203356	203356 - MARKER SHARPIE FINE DZ RED	DZ	$8.38
203711	203711 - MARKER PERM FELT MAGNUM 44 BLK	EA	$2.82
204057	204057 - CLEANER BOARD DRY ERASE 8 OZ	EA	$3.18
206426	206426 - ERASER CAP ASSORTED CLRS 72/PK	PK	$0.95
206573	206573 - MOISTENER FINGERTIP HYGIEN 1OZ	EA	$1.72
207037	207037 - PEN RT GEL G2 1.0MM DZ BLUE	DZ	$12.98
207044	207044 - FRESHENER LYSOL FRSH 10OZ EA	EA	$2.66
207442	207442 - PENCILS 7 COLORED 24PK ASTD	PK	$1.42
208378	208378 - OD DUR VW 1 BINDER BLACK	EA	$3.89
208801	208801 - BINDER ODP VW RR 1 RED	EA	$3.89
208819	208819 - OD DUR VW 1 BINDER WHITE	EA	$4.04
209215	209215 - BINDER ODP VW RR 1.5 WHITE	EA	$4.80
209233	209233 - OD DUR VW 2 BINDER BLACK	EA	$6.49
209521	209521 - BINDER ODP VW RR 2 PURPLE	EA	$2.78
209593	209593 - BINDER ODP VW RR 2 RED	EA	$2.47
209809	209809 - OD DUR VW 3 BINDER BLACK	EA	$7.94
210106	210106 - BATTERY ALKALINE MAX AA 16/PK	PK	$9.88
210142	210142 - BATTERY ALKALINE MAX AAA 16/PK	PK	$10.36
211193	211193 - FILE EXP TUFF LTR A-Z LTHR	EA	$8.87
211201	211201 - FILE EXP TUFF LTR DAILY LTHR	EA	$15.99
211478	211478 - NOTES POSTIT 3x3 12PK ASST	PK	$19.28
211709	211709 - TONER HP LSRJT 26A M402 BLACK	EA	$90.71
212041	212041 - BINDER OD VW DR 1.5 RED	EA	$7.87
212149	212149 - BINDER OD VW DR 1.5 WHITE	EA	$2.15
212634	212634 - PENCIL GOLF SHRPND 144PK YLW	PK	$4.00
213436	213436 - GRIP FINGERTIP SZ 5 10/BX ASTD	BX	$5.74
213940	213940 - TAPE DBL SIDED 1/2 X400 4PK	PK	$11.86
214719	214719 - TOWEL ROLL 800' 6/CA NATURAL	CA	$19.55
2169447	2169447 - REFILL UND LINED 5.5X8.5 EMLY	EA	$8.44
217018	217018 - BINDER JB VW RR 1 WHT 12pk	CT	$18.50
218412	218412 - CARTRIDGE TAPE BLACK ON WE	EA	$10.28
221051	221051 - STAPLE 1/4 15-25 SHT 5000BX	BX	$2.46
221720	221720 - CLIP PPR #1 PRM SMTH OD 500PK	PK	$1.38
222059	222059 - CALCULATOR DESKTOP TI-1795SV	EA	$8.27
2221349	2221349 - NOTES XTREME CAB PK 3x3 MIXD	PK	$32.21
229849	229849 - PAPER CONST LIME 12X18	PK	$2.53
229971	229971 - PAPER CONST SHKPNK 12X15	PK	$2.78
230102	230102 - PAPER CONST PURP 12X18	PK	$2.52
230201	230201 - PAPER CONST PMPKN 12X18	PK	$3.37
230243	230243 - PAPER CONST ORNG 18X24	PK	$6.40
230367	230367 - PAPER CONST GOLD 12X18	PK	$3.51
230482	230482 - PAPER CONST WHT 18X24	PK	$5.15
230540	230540 - PAPER CONST BLK 18X24	PK	$7.00
230565	230565 - PAPER CONST RED 18X24	PK	$6.99
230607	230607 - PAPER CONST FSTGR 18X24	PK	$6.08
231822	231822 - TONER LJ CE278A HP BLACK	EA	$77.88
231939	231939 - TONER LJ CE285A HP BLACK	EA	$67.97
232986	232986 - FOLDERS FILE 6/PK ASSORTED	PK	$1.57
234331	234331 - INK HP 902XL MAG	EA	$20.34
237154	237154 - WIPES DISINFECTANT OD 75CT	EA	$4.35

239376	239376 - TAPE LETTERING PT340/PT540	EA	$11.70
239384	239384 - TAPE LETTERING PT340/PT540	EA	$11.24
242300	242300 - BATTERY COPPRTP AAA BULK	CT	$93.05
242767	242767 - CLIP MAGNET SQUARE LARGE 3PK	PK	$1.61
242785	242785 - CLIP MAGNET BULLDOG LG 3PK	PK	$1.11
243314	243314 - SMART-UPS SMT1500RM2UC	EA	$717.24
2435657	2435657 - RFLL 8.5X11 DLY TUL 2PG RY22	PK	$33.99
246428	246428 - TONER LASERJET 26A BLACK	EA	$107.87
246480	246480 - CUP FOAM 12 OZ 1M/CTN WE	CT	$25.41
2479491	2479491 - Reese's Pieces 48oz 2pk	PK	$30.26
2480274	2480274 - Blunt Scissors 5 Inch 2 Pack	EA	$0.68
2480283	2480283 - Kids Pointed Scissors 5in 2pk	PK	$0.68
2495355	2495355 - ERASABLE YRLY AY/RY22 48X32 RD	EA	$33.99
2507164	2507164 - STRIPS POSTER COMMAND MEGAPK	CA	$19.07
2512084	2512084 - RFLL TUL 8.5X11 DLY FASH 2PG 2	PK	$26.51
2516948	2516948 - BADGES MAG 3 X4 WHT 24	PK	$75.99
251849	251849 - CUP PERFECTOUCH12OZ 50CT	PK	$5.07
252983	252983 - DRUM REPLACE BRO DR720	EA	$65.60
253050	253050 - PAPER FILLER CR 500SH 16# WHT	RM	$3.09
254037	254037 - HEWLETT PACKARD 952XL YELLOW	EA	$30.55
254089	254089 - TAPE CORRECTION LP DRYLINE 2PK	PK	$4.04
254994	254994 - REELS CARABINER BADGE 4/PK	PK	$6.98
255876	255876 - ROUND STICK MEDIUM BLUE 60/BX	BX	$3.62
256067	256067 - SOAP INDUSTRIAL CITRUS YEL 4CT	CA	$122.02
256610	256610 - CLIPS JUMBO WRLD BRAND NONSKID	PK	$8.68
256771	256771 - PEN BLPT C-MATE RETR MED BLACK	DZ	$4.95
256791	256791 - PEN BLPT C-MATE RETR MED BLUE	DZ	$4.89
256957	256957 - WIPES PRE MOIST 3 60CT	EA	$3.26
257022	257022 - FASTENER 3.5 CAP 8.5CC 50/BX.	BX	$10.67
257191	257191 - PEN FLAIR W/POINTGUARD PURPLE	DZ	$13.17
259633	259633 - TAPE SCOTCH 6/PK	PK	$10.80
260739	260739 - CLEANER ALLPURPOSE FLOOR	EA	$54.97
262331	262331 - HEWLETT PACKARD 952XL CYAN	EA	$30.55
268081	268081 - BOOK STENO RECY GREGG 80PG WHT	DZ	$15.31
269664	269664 - SCHOLASTIC TEACHER PLAN BOOK	EA	$13.11
270312	270312 - PENCIL WD CASE YELLOW 144CT	PK	$9.33
271501	271501 - PAPER PRM CHOICE LASER HP REAM	RM	$11.84
272141	272141 - PAD PERF DKTGLD LGLRLD 5X8 6PK	PK	$3.44
272176	272176 - NOTE PST-IT(R) POP-UP 3X3 PK12	PK	$12.06
273361	273361 - WITE-OUT EZ DOZ WHITE	DZ	$9.74
273467	273467 - LABELS 2 X2 5/8 RECT ASST 150	PK	$6.62
273646	273646 - PAPER COPY WHITE TOP 10/CA	CA	$37.15
273672	273672 - PAPER CONST 18X24 GW WHT	PK	$3.47
273698	273698 - PAPER CONST 12X18 GW GREEN	PK	$1.73
274386	274386 - HOLDER SIGN STANDUP 5X7 CLEAR	EA	$3.86
274457	274457 - HOLDER SIGN SLANTED 8.5X11 CLR	EA	$3.54
278280	278280 - CRAYON SCHOLASTIC REG 16CT	BX	$0.65
2793811	2793811 - LAMCAL 36X24 BS CHSN AY22 M	EA	$19.49
279744	279744 - RULER WOOD 12	EA	$0.40
281744	281744 - PENCILS COLORED SCHOLASTC 12PK	PK	$1.29
283564	283564 - CD-R 80MIN 700MB 52X PRT 100PK	PK	$13.20
284302	284302 - DVD+R DL 8.5GB 8X 50PK PINTABL	PK	$23.66
285621	285621 - POST-IT POP UP LN 3X3 6PK YEL	PK	$5.79
286717	286717 - TAPE CORRECTN DLULTRA 3PK AST	PK	$6.10
287444	287444 - TONER LJ CF283A HP BLACK	EA	$58.43
287452	287452 - Surpass 2 Ply Facial Tissue	CT	$23.03
287850	287850 - TONER HP LJ CC530A BLACK	EA	$137.99
287855	287855 - TONER HP LJ CC531A CYAN	EA	$135.99
287860	287860 - TONER HP LJ CC532A YELLOW	EA	$135.99

287865	287865 - TONER HP LJ CC533A MAGENTA	EA	$135.99
288517	288517 - PEN Z-GRIP BP RTRCT MED DZ BLK	DZ	$2.74
290149	290149 - DIVIDERS PRINT-ON WHITE 8T 1ST	PK	$5.37
2920754	2920754 - RFLL 5.5X8.5 DLY TUL 1PG RY22	PK	$22.94
292878	292878 - FOLDER FASTB LTR 1/3CT 20BX MS	BX	$12.16
292934	292934 - FOLDER FASTB LGL 1/3CT 20BX MS	BX	$16.36
293037	293037 - TOTE SNAP LID CLEAR 68 QUART	EA	$17.52
293799	293799 - NOTEBOOK SPRL 70S WD 6P 10.5X8	PK	$3.83
293838	293838 - BOARD POSTER 22X28 25PK BLK	CT	$22.09
294215	294215 - ERASABLE 30DY UND 36X24 QNOTE	EA	$19.49
294719	294719 - CARTRIDGE HP CLJ CB400A BLACK	EA	$185.87
294726	294726 - CARTRIDGE HP CLJ CB401A CYAN	EA	$276.33
294754	294754 - CARTRIDGE HP CLJ CB402A YELLOW	EA	$276.33
295202	295202 - CARTRIDGE HP CLJ CB403A MAGENT	EA	$276.33
295223	295223 - CARTRIDGE HP LJ Q7553A BLACK	EA	$82.07
295230	295230 - CARTRIDGE HP LJ Q7553X BLACK	EA	$194.76
2952368	2952368 - CALENDAR MON RY22 11X8 OD	EA	$9.09
295818	295818 - STRIPS PICTURE HANGING MED 6PK	PK	$4.83
295825	295825 - PEN ZEBRA Z-GRIP RT 24PK BLK	PK	$6.27
295916	295916 - STRIP PICTURE HANGING SML 16PK	PK	$5.04
298514	298514 - PEN ACROBALL MED 12PK BLK	DZ	$16.55
298523	298523 - BOARD MARKER MM 3'X4' ALUM FRM	EA	$112.90
298532	298532 - BOARD MARKER MM 4'X6' ALUM FRM	EA	$192.46
298601	298601 - NOTEBOOK STELLAR 1S WR 100 WH	EA	$2.33
298672	298672 - NOTES SS MIAMI 2X2	PK	$6.67
299847	299847 - NOTES SUPER STICKY 3x3 YW	PK	$12.47
301366	301366 - TAPE MASKING 1 X60 YDS 3M	EA	$6.71
303334	303334 - SHREDDER 10SH X-CUT FELLOWES	EA	$89.79
3034622	3034622 - DIVIDRS 5.5X8.5 12MTH TUL RY22	PK	$5.09
304954	304954 - FLAG SIGN HERE POST-IT 200PK	PK	$7.73
305306	305306 - AWARD PLAQUE 8.5X11 MAHOGANY	EA	$12.14
305466	305466 - PAD PERF 8.5X11 OD LGL RLD 12P	PK	$7.68
305557	305557 - FRAME CORNELL 8.5X11 BLACK	EA	$5.04
305706	305706 - PAD PERF 8.5X11 OD 12PK LGL RL	DZ	$8.23
306902	306902 - PAD PERF 5X8 LGL WHT RLD 12PK	DZ	$8.02
307397	307397 - PAD PERF 5X8 CAN LGL RLD 12PK	DZ	$6.15
307512	307512 - ERASER DRY ERASE EXPO	EA	$1.86
307672	307672 - SUNWORKS ASSORTED 12X18 CON	PK	$1.84
307688	307688 - SUNWORKS ORANGE 12X18 CON	PK	$1.83
307696	307696 - SUNWORKS BROWN 12X18 CON	PK	$2.19
307712	307712 - SUNWORKS YELLOW 12X18 CONS	PK	$1.84
307744	307744 - PAD SCRATCH 4X6 WHT 100SHT DZ	DZ	$3.79
307752	307752 - SUNWORKS WHITE 12X18 CON	PK	$1.83
307768	307768 - SUNWORKS HOL RED 12X18 CON	PK	$2.02
307944	307944 - PEN PROFILE PM BOLD DZ BLUE	DZ	$10.90
308114	308114 - CLIP PAPER NSKID OD JMB 10PK	PK	$4.15
308239	308239 - CLIP PAPER JMB SMTH OD 10PK	PK	$5.33
308478	308478 - CLIP PAPER #1 SMTH OD 10PK	PK	$1.70
308739	308739 - TONER 410X BLACK HY	EA	$134.42
308957	308957 - CLIP BINDER LARGE 2IN 12BX	BX	$1.58
309256	309256 - holder sign 8.5 x11 curved	EA	$13.76
311837	311837 - COVER PSBD 2.75CC 8.5X11 BLK	EA	$3.01
313619	313619 - PAD FINGER SUREGRP #11.5 AMBER	BX	$1.79
3140755	3140755 - PLANNER W/M RY22 8X11 OD BK	EA	$17.54
314264	314264 - CD-R VERBATIM SPINDLE 100PK	PK	$12.25
314928	314928 - DVD-R VERBATIM 100PK	PK	$32.81
315210	315210 - COFFEE HZLNUT 2.0OZ 24CA	CA	$21.12
315236	315236 - STAPLES STND FULL STRIP	BX	$1.85
315515	315515 - FOLDER LTR 1/3CUT 100BX MANILA	BX	$11.32



316958	316958 - KNIFE SELF RETRACTING	EA	$8.39
317172	317172 - PAPER COCKLE 8.5X11 20#	RM	$32.09
3173495	3173495 - ERASABLE YRLY AY/RY22 24X36 RD	EA	$19.49
319053	319053 - TONER REPLACE HP 130A YL	EA	$45.11
319055	319055 - CARTRIDGE LASERJET 4600 CYAN	EA	$309.71
319099	319099 - CARTRIDGE LSRJET 4600 MAGENTA	EA	$309.71
319209	319209 - CARTRIDGE LASERJET 4600 YELLOW	EA	$309.71
319275	319275 - CARTRIDGE LASERJET 4600 BLACK	EA	$245.99
320155	320155 - BOOK CMP GRPH 4Q 9.75X7.5 100C	EA	$1.23
320960	320960 - STAPLE 1/4 SF1 15-25SHT 5M/BX	BX	$0.99
3216305	3216305 - DESKREFILL DLY RY22 3X6	EA	$4.74
322795	322795 - NOTES POST-IT 1.5X2 12PK ASST	PK	$4.42
3233641	3233641 - REFILL 5.5X8.5 WM TUL UNDATED	PK	$8.44
325206	325206 - TONER DELL H815 HIGH YLD BLACK	EA	$128.15
326226	326226 - BINDER OD VIEW DR 3 BLACK	EA	$7.23
3264025	3264025 - REFILL 8.5X11 DLY TUL 1PG RY22	PK	$25.49
328854	328854 - LABEL 1-LINE 1131 MRKR WHITE	RL	$4.92
328934	328934 - KIT PRICE MARKER 1131 1-LINE	EA	$47.87
328970	328970 - KIT PRICE MARKER 1136 2-LINE	EA	$123.52
330010	330010 - HEADSET WIRELESS CS510 HL10	EA	$234.00
330744	330744 - ENVELOPE CLASP KRAFT 6X9 100BX	BX	$9.28
330776	330776 - ENVELOPE CLASP 28LB #75 100BX	BX	$7.49
330888	330888 - ENVELOPE CLASP 28LB #97 100BX	BX	$11.12
332013	332013 - MOISTENER ENVELOPE	EA	$2.75
332063	332063 - PAPER X-9 11 20LB REAM	RM	$4.80
332787	332787 - BATTERY AA SIZE 12PACK	PK	$9.12
333036	333036 - KLEENEX FACIAL TISSUE BUNDLE	PK	$7.13
3351959	3351959 - MOUSE CORDED M500S ADVANCED	EA	$21.72
337675	337675 - PAPER AK 36X1000 WHT	RL	$52.46
337782	337782 - PAPER ART BLK 36X1000	RL	$57.37
337998	337998 - PAPER FLR 3HP WR 500SH 11X8.5	RM	$3.39
338186	338186 - PAPER CONST 12X18 SC ASTD	PK	$2.78
338210	338210 - PAPER CONST MGNTA 12X18	PK	$3.33
338236	338236 - PAPER CONST VIO 12X18	PK	$3.33
338251	338251 - PAPER CONST SLMN 12X18	PK	$3.49
338269	338269 - PAPER CONST SALMN 9X12	PK	$1.24
338293	338293 - PAPER CONST PINK 12X18	PK	$2.29
338335	338335 - PAPER CONST LTGRN 12X18	PK	$3.20
338376	338376 - PAPER CONST SKYBLU 12X18	PK	$2.37
338392	338392 - PAPER CONST ROYBLU 12X18	PK	$2.52
338434	338434 - PAPER CONST ORN 12X18	PK	$2.52
338459	338459 - PAPER CONST DK GRN 12X18	PK	$3.22
338475	338475 - PAPER CONST BLUE 12X18	PK	$2.53
338483	338483 - PAPER CONST BLUE 9X12	PK	$1.79
338533	338533 - PAPER CONST YEL 12X18	PK	$2.52
338541	338541 - PAPER CONST YEL 9X12	PK	$1.27
338558	338558 - PAPER CONST DK BRN 12X18	PK	$4.16
338590	338590 - PAPER CONST WHT 12X18	PK	$2.52
338608	338608 - PAPER CONST WHITE 9X12	PK	$1.26
338616	338616 - PAPER CONST GRAY 12X18	PK	$3.40
338657	338657 - PAPER CONST BLK 12X18	PK	$2.52
338660	338660 - COFFEE FRVAN 2.0OZ 24CA	CA	$21.12
338665	338665 - PAPER CONST BLACK 9X12	PK	$1.27
338673	338673 - PAPER CONST RED 12X18	PK	$3.20
338681	338681 - PAPER CONST RED 9X12	PK	$1.60
3411122	3411122 - CALENDAR WALL M RY22 12X17 SCE	EA	$14.44
341388	341388 - WATERCOLOR SET W/BRUSH 8 ASTD	ST	$2.08
3414973	3414973 - PLANNER MON RY22 8X11 OD SILVR	EA	$16.14
341875	341875 - PAPER KRAFT 36 X1000' 40#	RL	$65.09

344279	344279 - STAPLES PREMIUM 5000BX	BX	$1.57
344344	344344 - BADGE CARDREEL 4 ASTD TRNSLCNT	PK	$6.35
344352	344352 - BATTERY ENERGIZER MAX AA 36PK	PK	$22.35
344566	344566 - TISSUE KLEENEX FACIAL WE 12/CT	CT	$24.37
344734	344734 - REMOVER STAPLE PEN STYLE	EA	$1.00
345134	345134 - TONER LJ HP 130A BLACK	EA	$50.87
345170	345170 - TONER LJ HP 130A CYAN	EA	$53.45
345179	345179 - TONER LJ HP 130A YELLOW	EA	$53.45
345197	345197 - TONER LJ HP 130A MAGENTA	EA	$53.45
345637	345637 - PAPER COPIER 20# LTR BLU 500SH	RM	$6.18
345645	345645 - PAPER COPY 8.5X11 500SH GRN	RM	$6.15
345652	345652 - PAPER COPY 8.5X11 500SH PINK	RM	$6.14
345660	345660 - PAPER COPY 8.5X11 YEL 500SH	RM	$6.22
345678	345678 - PAPER COPY 8.5X11 500SH BUFF	RM	$5.87
345694	345694 - PAPER COPY 8.5X11 IVY 500SH	RM	$6.11
346437	346437 - CUP PENCIL MESH BLACK	EA	$0.75
347098	347098 - TONER HP 78A DUAL PACK BLACK	PK	$158.99
347806	347806 - PAPER CONST 9X12 HOLIDAY RED	PK	$2.08
347862	347862 - TONER HP 87A LJ M506 BLACK	EA	$115.91
348037	348037 - PAPER COPY OD CASE 10-REAM_	CA	$37.38
348201	348201 - ENVELOPE #10 24.LB WHT 500BX	BX	$22.04
348440	348440 - PAPER CONST 12X18 HOLY GREEN	PK	$2.86
348583	348583 - PAPER CONST 12X18 HOLIDAY RED	PK	$2.86
3521672	3521672 - PLANNER W/M RY22 8X11 OD BLCK	EA	$16.89
352608	352608 - CARTRIDGE LASERJET 4700 BLACK	EA	$245.99
352640	352640 - CARTRIDGE LASERJET 4700 CYAN	EA	$348.99
352672	352672 - CARTRIDGE LJ 4700 HP YELLOW	EA	$348.99
352688	352688 - CARTRIDGE LJ4700 HP MAGENTA	EA	$348.99
355518	355518 - PAPER CNSTRCTN 12X18 50/PK RD	PK	$2.24
3568193	3568193 - CALENDAR MON RY22 8X11 OD	EA	$11.89
358180	358180 - CLIPS PPR GNT OD RCYCLD 100/BX	BX	$0.67
358518	358518 - DETERGENT VEHICLE WASH&DRY	EA	$96.58
360669	360669 - INDEX ERASABLE 5-TAB SET WHT	ST	$0.51
3616723	3616723 - 3/4 X1296 Invisible 12Pk	PK	$6.08
3624436	3624436 - Fastn Fldr Ltr Manila 1/3 50ct	BX	$11.82
364065	364065 - PAPER ASTRO 8.5x11 TERRA GREEN	RM	$9.84
364364	364364 - LABEL LSR ADDR WHT 3000CT	BX	$22.87
364372	364372 - LABEL LSR ADDR WHT 2000CT	BX	$28.99
365153	365153 - LUBRICANT BOTTLED SHREDDER	EA	$4.34
365475	365475 - PROTECTOR SHEET LAM 9X12 50/PK	PK	$13.13
367221	367221 - BINDERS W/PCKTS D/R 2-1/2 WHT	EA	$10.03
367267	367267 - BOARD TAG 9X12 100PK MLA	PK	$5.91
367274	367274 - BOARD TAG 12X18 100PK MLA	PK	$6.77
367334	367334 - EverBind Pink OD 1.5	EA	$8.68
3673564	3673564 - CALENDAR WALL M RY22 15X12 PAR	EA	$8.49
367645	367645 - PAPER CNST 9X12 50PK RD	PK	$1.46
368022	368022 - TISSUE BTH CHRMIN COMM 75CT	CT	$64.82
368044	368044 - PAPER CNST 12X18 50PK LBN	PK	$3.20
369088	369088 - DIVIDER INSERT 5TAB 6SETS/PK	PK	$3.16
369571	369571 - POST-IT FLAGS SM 140 CT 4COLOR	PK	$3.25
369581	369581 - POST-IT FLAGS SM ASTD COLORS	PK	$2.78
371574	371574 - PAINT TEMPERA ARTISTAII ORANGE	EA	$4.40
3739674	3739674 - PLANNER W/M RY22 7X9 OD BLACK	EA	$14.94
374898	374898 - TONER REPLACE HP 130A MG	EA	$45.11
375667	375667 - SCISSORS STRAIGHT OD 8 BLACK	EA	$4.25
378410	378410 - SCISSORS 8 BENTSTR 3PK BK	PK	$2.28
380433	380433 - HEWLETT PACKARD 952XL BLACK	EA	$39.92
3851279	3851279 - DESKPAD MON RY22 17X10 OD	EA	$5.50
385702	385702 - TONER HP 80A BLACK	EA	$114.99



385819	385819 - TONER HP 80X BLACK	EA	$196.99
386681	386681 - DISPENSER CORELESS SIDE BLACK	CA	$20.76
387822	387822 - TONER HP LSRJT 26A M402 BLACK	EA	$84.40
388106	388106 - spray sanitizing clorox 32 oz	EA	$3.77
389931	389931 - CRAYONS WASHABLE 16/BX	BX	$2.95
391401	391401 - DIVIDER INDEX 8TAB 6PK	ST	$10.94
3917327	3917327 - RFLL 5.5X8.5 WM TUL RY22 DATED	PK	$8.07
392430	392430 - TONER HP CC364A BLACK	EA	$188.78
392505	392505 - TONER HP CC364X BLACK	EA	$340.99
392522	392522 - MARKER PERM CHSL DZ BLK	DZ	$7.12
393105	393105 - TAPE TRANSPARENT SCOTCH 3/PK	PK	$13.93
394329	394329 - COVER REPORT 10/PK BLACK	PK	$18.63
394749	394749 - COVER REPORT 10/PK EXEC RED	PK	$8.86
395598	395598 - Fingertip Moistener 1.75oz 2pk	EA	$3.68
395971	395971 - POST-IT FLAG BRIGHT ASTD 4/PK	PK	$2.51
395991	395991 - POST-IT FLAG ASTD CLR 4/PK	PK	$2.47
396028	396028 - REFILL UND NOTES 5.5X8.5	EA	$10.79
396291	396291 - BINDER OD VIEW RR 1 WHITE	EA	$1.74
396366	396366 - REFILL UND NOTES 3.75X6.75	EA	$5.84
3979717	3979717 - LAMCAL 36X24 PEYTONNVY RY22 M	EA	$25.49
398503	398503 - CALCULATOR PRINTING EL2630PIII	EA	$93.05
400638	400638 - COFFEE ORGNGUATMLN 2.0OZ 24CA	CA	$27.64
405472	405472 - FILM PLN COPIER BLK/CLR 100/BX	BX	$12.21
4070550	4070550 - PLANNER RY22 MONTHLY 11X9 BLK	EA	$23.79
408344	408344 - FLUID CORR BOND WHITE 3/PK	PK	$3.47
4085281	4085281 - Cutless Watershd FF Ltr 100/Bx	BX	$16.48
408753	408753 - INDEX LGL EXH OD 1-25 LT BK/WT	ST	$1.34
409023	409023 - INDEX OD 11x8.5 1-15TB BK/WT	ST	$0.97

410261	410261 - SHREDDER 420CC CROSSCUT PWRSHR	EA	$1,953.69
4106054	4106054 - PLANNER RY22 DAILY 8X5 BLK	EA	$14.44
4109137	4109137 - WALCAL 15X12 ENTERPRISE RY22 M	EA	$14.16
4114413	4114413 - DESKPAD RY22 MONTHLY 21X16	EA	$4.53
411809	411809 - TISSUE BATHROOM 1000SHT 12CA	CA	$20.07
411851	411851 - TISSUE FACIAL UNSCNTD WHT 30CA	CA	$14.48
411890	411890 - TOWELS PPR MULTIFOLD WHT CA	CA	$22.09
4140893	4140893 - ERASABLE YRLY AY/RY22 36X24 RD	EA	$25.49
415151	415151 - TOWEL PAPER TAS 110SHT 8PK	PK	$5.05
415481	415481 - HP410X HIGH YIELD TONER CYAN	EA	$181.00
415755	415755 - TONER REPLACE HP 130A CY	EA	$45.11
417573	417573 - BANDAGES PLASTIC 1X3 100BX	BX	$3.91
420852	420852 - PAD STAMP OD #1 GEL BLACK	EA	$1.65
420994	420994 - NOTE OD 3X3 YLW 18PK	PK	$3.21
4221899	4221899 - PLR 8X11 ALIGNED BLK RY22 WM	EA	$26.34
422392	422392 - TAPE OD INVISIBLE 4PK BOX	PK	$3.04
422443	422443 - NOTEBOOK BUSINESS 11 X 8.25 PL	EA	$7.22
422469	422469 - LYSOL SPRAY FRESH SCENT 19OZ	EA	$7.10
422721	422721 - LABEL LSR HALF COLORJOBS 50CT	PK	$10.14
423545	423545 - PAPER ASTROBRIGHT 65# LTR GRN	PK	$9.06
423574	423574 - PEN ROUNDSTIC BIC MED BLUE	DZ	$0.85
423582	423582 - PEN ROUNDSTIC BIC MED BLACK	DZ	$0.84
423590	423590 - PEN ROUNDSTIC BIC MEDIUM RED	DZ	$0.85
424152	424152 - PAPER ASTROBRIGHT 65# LTR BLU	PK	$10.04
425563	425563 - lead pencil soft dz ticonderog	DZ	$2.00
425852	425852 - TONER HP HY LJ 201X 3PK CYM	PK	$257.56
426738	426738 - SPRAYER TRGR CLNER AP CITRS	EA	$2.79
427111	427111 - STAPLE REMOVER BLACK	EA	$0.26
427151	427151 - PUNCH 3HOLE ADJ RUBBER HDL BLK	EA	$5.16

427251	427251 - STAPLER FULL STRIP COMBO BLACK	EA	$6.82
428468	428468 - NOTE POST-IT POP-UP SS 12PK YW	PK	$11.01
4291474	4291474 - PLR 8X11 PASSAGES RY22 WM	EA	$16.99
429266	429266 - CLIP PAPER #1 SMTH OD 100BX	BX	$0.22
4298102	4298102 - PLR 5X8 BRUSHEDDOTS RY22 WM	EA	$14.29
431547	431547 - STRIPS PCT HNG LRG WHT COMMAND	PK	$3.01
431556	431556 - STRIPS PCT HNG LRG BLK COMMAND	PK	$3.92
4316645	4316645 - DESKPAD RY22 DURAGLB 22X17	EA	$9.34
4316911	4316911 - PLANNER DLY RY22 6X9 PWR GRAY	EA	$13.25
432087	432087 - STAPLES STANDARD 3/PACK	PK	$6.27
432255	432255 - STAPLES STANDARD 5 PACK	PK	$4.56
432893	432893 - INK HP 902XL YLLW	EA	$20.34
433607	433607 - PORTFOLIO 2PKT W/FAST 10PK RED	PK	$4.91
4358835	4358835 - PLR 8X11 GRENADA RY22 WM	EA	$16.89
4375244	4375244 - CALENDAR MON RY22 12X17	EA	$9.12
4378962	4378962 - REFILL WKLY RY22 3.75X6.75	EA	$10.52
438919	438919 - CRAYON HINGED BX SCHLASTC 64CT	BX	$2.49
4394456	4394456 - KCUP BRKFST BLEND POD 70CT	CT	$24.38
440520	440520 - INK CARTRIDGE 96 BLACK HP	EA	$48.59
441771	441771 - FASTENER SELF AD 2 OD 1C/BX	BX	$2.88
442306	442306 - NOTE OD 1.5 X2 12PK YELLOW	PK	$1.27
443296	443296 - NOTE OD 3X5 YLW 12PK	PK	$4.88
443520	443520 - FLAG POST-IT 1 MULTI COLOR	PK	$6.25
4439589	4439589 - PLANNER WKLY RY22 8X11 WINE	EA	$25.49
444550	444550 - TONER HP CB540A BLACK	EA	$73.68
444590	444590 - Toner HP CB541A Cyan	EA	$67.83
444625	444625 - Toner HP CB542A Yellow	EA	$67.83
444630	444630 - Toner HP CB543A Magenta	EA	$67.83
444758	444758 - TONER HP 26X LJ M402 BLACK	EA	$115.49
444770	444770 - CLIPS TRNSLCNT MTLLC CBCL 24BX	PK	$5.30
4449467	4449467 - PLANNER HC 12M22 DAILY LRG BLK	EA	$21.16
4450665	4450665 - ERASABLE YRLY RY22 48X32 TAN	EA	$18.85
4452435	4452435 - PLR 3X6 ALIGNED BLK RY22 M	EA	$5.94
445973	445973 - REFILL UND PAD 5.5X8.5	EA	$7.14
4460218	4460218 - ORGANIZER UND 5.5X8.5 EMLY PK	EA	$22.74
4460268	4460268 - TAPE SUP HOLD 3/4X1000 10 RLS	PK	$23.42
4477121	4477121 - ERASABLE YRLY RY22 36X24 BL	EA	$15.00
4479285	4479285 - CRATE FILE LETTER LEGAL BLACK	EA	$7.50
4486049	4486049 - PLANNER MON RY22 4X6 MAKENZIE	EA	$2.99
4491517	4491517 - PLR 5X8 REBEKAHCOOL RY22 WM	EA	$14.29
4499249	4499249 - DESKREFILL DLY RY22 4.5X8	EA	$10.10
450073	450073 - HAND SANTZR PURELL 8OZ PUMP	EA	$3.90
4509134	4509134 - PLR 8X10 BLKSTRIPE RY22 DAILY	EA	$25.49
4515695	4515695 - DISINFECTANT GLYBETCITBQT 12CA	CA	$53.45
451898	451898 - MARKER PERM UFINE SHARP DZ BLK	DZ	$8.66
4526456	4526456 - CLEANER PAKIT XTREME 100 BLUE	EA	$51.89
452913	452913 - TAPE ECO MAGIC 3/4 x900 10PK	PK	$18.09
4533309	4533309 - PLANNER WKLY REFILL RY22 7X9	EA	$25.24
4541313	4541313 - PLANNER W/M RY22 8X11 BDGFLR	EA	$22.09
4541816	4541816 - DESKPAD MON RY22 22X17 PPRFLR	EA	$14.10
455066	455066 - TONERHP 410X MAGENTA	EA	$106.24
455381	455381 - FASTENER SELF AD OD 1 100BX	BX	$2.17
4564232	4564232 - CALENDAR YRLY RY22 24X36	EA	$7.58
4565263	4565263 - REFILL 1PPD RY22 5.5X8.5 KD	EA	$27.19
4573226	4573226 - LISTPAD DAILY UNDATED 5X7 DOTS	EA	$4.54
457727	457727 - TONER HP BLACK LJ 17A	EA	$55.01
4580705	4580705 - PLANNER W/M RY22 6X9 BDGWV	EA	$18.69
458547	458547 - MOISTENER FINGERTIP 3/8OZ 3PK	PK	$1.73
458554	458554 - FINGERTIP MOISTNERS 1.75OZ 2PK	PK	$3.82

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458612	458612 - SCISSORS STRT 8 2/PK BLK	PK	$2.37
458914	458914 - BATTERY AA ALKALINE 24/PK	PK	$16.11
4600625	4600625 - REFILL MON RY22 5.5X8.5 KD	EA	$8.28
4620283	4620283 - TOILETPAPER ULTPL QUL NRTH BTH	CA	$23.39
4629977	4629977 - PLANNER WM RY22 5X8 GATSBY	EA	$12.34
463178	463178 - PEN ACROBALL MED 12PK BLU	DZ	$16.55
463314	463314 - LABEL ADDRESS RL 1-1/8X3.5	BX	$16.58
463687	463687 - PAINT TEMPERA 16 OZ GRN	EA	$3.78
463865	463865 - TONER HP 36A BLACK	EA	$71.05
464560	464560 - PAINT TEMPERA 16 OZ WHT	EA	$2.24
464776	464776 - PAINT TEMPERA 16 OZ BLK	EA	$2.76
464792	464792 - PAINT TEMPERA 16 OZ BLU	EA	$2.71
464818	464818 - PAINT TEMPERA 16 OZ RED	EA	$2.24
464941	464941 - PAINT TEMPERA 16 OZ YEL	EA	$4.45
465054	465054 - PAINT TEMPERA 16 OZ BRN	EA	$3.98
4659574	4659574 - PLANNER W/M RY22 7X9 BLACK	EA	$26.94
466342	466342 - MONEY/RENT RECEIPT BK 3 PT	EA	$2.07
4668546	4668546 - REFILL MON RY22 5.5X8.5	EA	$7.79
4671240	4671240 - KCUP DARK ROAST POD 70CT	CT	$24.38
4675244	4675244 - DIVIDRS 8.5X11 12MTH TUL RY22	PK	$4.67
4682034	4682034 - MARKERS CRAYOLA WSHBL FN 10PK	PK	$4.55
4684185	4684185 - REFILL WKLY RY22 5.5X8.5 EMLY	EA	$16.24
468770	468770 - TOWELS M-FOLD NTRL 4000CT	CA	$15.56
468815	468815 - TOWEL ROLL 12CA NATURAL	CA	$17.91
469734	469734 - PENCIL POUCH FRONT MESH	EA	$1.22
470229	470229 - INDEX A-Z 11X8.5 AST	ST	$2.97
470237	470237 - INDEX MTHLY 11X8.5 AST	ST	$2.30
470245	470245 - INDEX 11X8.5 1-31TAB MULTICLR	ST	$4.87
470577	470577 - HP 201A BLK LJ TONER	EA	$62.85
470809	470809 - HP 201X HY BLK TONER	EA	$85.27
470861	470861 - HP 201A CYAN LJ TONER	EA	$74.93
470874	470874 - HP 201X HY CYAN LJ TONER	EA	$94.75
470957	470957 - HP 201A YLLW LJ TONER	EA	$74.93
470978	470978 - HP 201X HY YLLW LJ TONER	EA	$94.75
471002	471002 - HP 201A MAGENTA LJ TONER	EA	$74.93
471036	471036 - HP 201X HY MAG TNR	EA	$94.75
4711667	4711667 - PLANNER W/M RY22 8X11 CTMPO BK	EA	$11.89
471286	471286 - BINDER OD VW DR 3 ARMY GREEN	EA	$14.18
471835	471835 - BINDER JB RR 0.5 BLK	EA	$2.55
472266	472266 - ERASABLE 90-120DY UND 36X24 BL	EA	$19.49
472308	472308 - ERASABLE 30-60DY UND 24X17 BL	EA	$14.29
472576	472576 - HEWLETT PACKARD 952 CMY 3 PACK	EA	$58.69
473576	473576 - TAPE INVISIBLE 3/4 X1296 PK16	PK	$13.38
4737797	4737797 - PLANNER W/M RY22 8X11 EVECO NT	EA	$14.62
475144	475144 - DIVIDERS TOC A-Z MULTICOLOR	ST	$2.95
4758461	4758461 - ORGANIZER WKLY RY22 8.5X11 SEA	EA	$46.14
476964	476964 - CLIPBOARD OD ALUMINUM	EA	$6.82
477678	477678 - CLIPBOARD LEGAL OD 2/PK WOOD	PK	$2.45
477727	477727 - CLIPBOARD OD 3/PK WOOD	PK	$2.89
478123	478123 - PAPER CPY 8.5X11 500SH SALMON	RM	$6.11
4781235	4781235 - DESKPAD RY22 22X17 NZC	EA	$10.19
478156	478156 - PAPER COPY 8.5X11 500SH LILAC	RM	$6.12
4782598	4782598 - DESKPAD MON RY22 22X17 QNOTE	EA	$11.00
4792337	4792337 - DESKPAD 22X17 PEYTONW RY22 M	EA	$7.50
480710	480710 - PAD OD GREEN JR 6/PK 8x5 WHITE	PK	$6.80
4829566	4829566 - PLANNER DLY RY22 5X8 OD BLACK	EA	$14.94
4831090	4831090 - PLR 8X10 PASSAGES RY22 M	EA	$16.99
483240	483240 - PLANNERCVR UND 10X13 BLACK	EA	$15.85
4839609	4839609 - PLANNER W/M RY22 7X9 ELV BLACK	EA	$19.54

485156	485156 - MOP COTTON #24	EA	$2.97
4852058	4852058 - PLR 8X10 LINDLEY RY22 M	EA	$11.04
4852685	4852685 - PLANNER W/M RY22 8X11 POLY GRY	EA	$17.15
4857555	4857555 - PLANNER WM/ RY22 5X8 OD BLACK	EA	$14.29
4866411	4866411 - PLANNER DLY RY22 5X8 BLACK	EA	$24.64
487404	487404 - TONER HP CE260A BLACK	EA	$175.99
4875042	4875042 - PLR 8X10 FULLBLOOMS RY22 MTHLY	EA	$14.29
4875594	4875594 - CALENDAR WALL M RY22 11X8 KTGD	EA	$9.09
4875827	4875827 - PLANNER W/M RY22 6X9 SANTIAG0	EA	$11.11
487647	487647 - TONER HP CE260X BLACK	EA	$278.99
487764	487764 - TONER HP CE261A CYAN	EA	$320.99
487908	487908 - TONER HP CE262A YELLOW	EA	$320.99
487953	487953 - TONER HP CE263A MAGENTA	EA	$320.99
4888739	4888739 - PLANNER W/M RY22 8X11 ELV GRAY	EA	$21.24
489313	489313 - TONER HP 312A BLACK	EA	$98.27
489907	489907 - TONER HP 312X BLACK	EA	$111.48
489997	489997 - TONER HP 312A CYAN	EA	$131.58
490006	490006 - TONER HP 312A YELLOW	EA	$131.58
490060	490060 - TONER HP 312A MAGENTA	EA	$135.99
491797	491797 - SANITIZER ALC FR FM 1000ML 6CA	CA	$54.70
491802	491802 - SHT PROT CD PCKTS 10/PK	PK	$0.53
4923225	4923225 - CALENDAR MON RY22 16X23	EA	$24.81
4926549	4926549 - CALENDAR 3MON RY22 16X23	EA	$12.65
492840	492840 - CALCULATOR GRAPHING TI84 PLUS	EA	$107.63
4929663	4929663 - LAMCAL 36X24 CLASSICRED RY22 M	EA	$19.49
493274	493274 - HP410A TONER MAGENTA	EA	$104.27
4938951	4938951 - DESKPAD 17X11 LINDLY RY22 M	EA	$12.74
4945079	4945079 - CREAMER ES ORIGL 48CT/4CA	CA	$14.07
4948295	4948295 - PLANNER DLY RY22 8X10 BLACK	EA	$16.96
4949418	4949418 - CREAMER EXEC SUITE HAZLNT 48CT	BX	$3.61
4952248	4952248 - PLR 5X8 BAKAHBLUE RY22 WM	EA	$14.29
4967502	4967502 - WALCAL 12X17 ENTERPRISE RY22 M	EA	$14.16
4968207	4968207 - PLANNER MON RY22 4X6 100PCW BK	EA	$9.35
4971432	4971432 - PLANNER SC 12M22 MNTHLY XL BLK	EA	$19.46
497337	497337 - NoteBk 2days/pg 6x9 UN	EA	$16.29
498811	498811 - SHEET PROTECT OD STD CLR 100/BX	BX	$10.25
4990027	4990027 - DESKPAD MON RY22 18X11 CNTEMPO	EA	$13.68
500394	500394 - NOTE POST-IT POPUP SS 10PK MUL	PK	$15.20
500744	500744 - HEAVY WT FORK	BX	$2.97
500827	500827 - HEAVY WT SPOON	BX	$2.74
5010962	5010962 - CALENDAR MON RY22 15X12 REPOS	EA	$12.34
502328	502328 - MARKER WASH FN CLSIC 8CT SET	PK	$3.47
502336	502336 - MARKER WASHABLE BROAD 8CT SET	ST	$2.78
502517	502517 - RIBBON PRT 23XX 24XX 25XX	EA	$13.71
502619	502619 - toner laser reman od 2420	EA	$132.27
503222	503222 - NOTE POST-IT POP-UP SS 16PK YW	PK	$17.63
503672	503672 - LOCK COMBINATION BLACK	EA	$3.39
5042671	5042671 - DESKPAD MON RY22 22X17 CNTEMPO	EA	$12.34
504928	504928 - PENCILS COLORED CRAYOLA 12PK	BX	$1.34
5054398	5054398 - PLANNER MON RY22 4X6 SANTIAGO	EA	$2.99
506490	506490 - BINDR D-R QUICKFIT O/L 2 WHT	EA	$8.04
506567	506567 - BINDR R-RNG QUIKFIT O/L 1 WHT	EA	$3.31
506595	506595 - BINDR R-RNG QUIKFIT O/L 1.5 WT	EA	$4.08
506630	506630 - BINDR R-RNG QUIKFIT O/L 2 WHT	EA	$9.75
5067906	5067906 - CALNDAR ERASE YR RY22 24X36 OD	EA	$21.24
5074896	5074896 - PLR 8X11 BOUQUET RY22 WM	EA	$16.89
508338	508338 - NAPKIN LUNCH RECY PAPER 400PK	PK	$2.64
508901	508901 - TONER LJ HP 508A BLK ORG	EA	$143.84
508937	508937 - TONER HP 508X HY BLK ORG LJ	EA	$200.59

508946	508946 - TONER LJ HP 508A CYAN ORG	EA	$179.11
508953	508953 - HP 508X HY CYAN ORG LJ TNR	EA	$277.22
508962	508962 - TONER LJ HP 508A YLLW ORG	EA	$179.11
509039	509039 - HP 508X HY YLLW ORG LJ TNR	EA	$277.22
509111	509111 - TONER HP 508A MAG ORG	EA	$179.11
509123	509123 - HP 508X HY MAG LJ TNR	EA	$277.22
5096103	5096103 - PLANNER RY22 WEEKLY 11X8.5 BLK	EA	$22.47
509637	509637 - INK HP 63 2PACK TRICOLOR BLACK	EA	$39.10
5100839	5100839 - PLANNER WKLY RY22 6X9 BLACK	EA	$19.54
5104077	5104077 - DESKPAD MON RY22 17.75X11 COMP	EA	$6.65
510632	510632 - Q1 BINDER EZD 2 BLK	EA	$7.19
510640	510640 - BINDER VIEW HVY DTY EZD 3 BLK	EA	$8.82
510648	510648 - Q1 BINDER/VIEW EZD 1 1/2 BL	EA	$5.51
510672	510672 - Q1 BINDER VIEW EZD 1 BLACK	EA	$4.73
5111154	5111154 - PLANNER W/M RY22 7X9 OD SILV	EA	$14.29
511391	511391 - PENCIL COLORED SCHOLASTC 50CT	BX	$4.77
5117529	5117529 - PLR 8X11 ENTERPRISE RY22 M	EA	$16.89
512112	512112 - WIPES CLEANER LYSOL EA	EA	$5.41
5126936	5126936 - PLR 5X8 ALIGNED BLK RY22 DAILY	EA	$25.49
5127709	5127709 - ORGANIZER UND 5.5X8.5 EMLY NV	EA	$22.74
5138644	5138644 - PLANNER RY22 WEEKLY 11X9 FUSC	EA	$24.64
5139464	5139464 - DESKPAD 17X11 ENTERPRSE RY22 M	EA	$12.74
5142847	5142847 - CALENDAR MON RY22 12X12	EA	$9.70
514541	514541 - TOWEL BNTY ESS 8LR SAS	PK	$7.91
516092	516092 - TONER HP 81A LJ M604 BLACK	EA	$127.66
5164151	5164151 - CALENDAR MON RY22 15X12	EA	$12.34
517136	517136 - STAPLER 646 FULLSTRIP ACCO BLK	EA	$9.10
5192876	5192876 - PLR 5X8 RUEDUFLORE RY22 WM	EA	$12.74
5195767	5195767 - PLR 8X11 TILE RY22 WM	EA	$16.99
5196670	5196670 - PLANNER W/M RY22 8X11 100PC GR	EA	$29.74
5203114	5203114 - PLANNER RY22 MONTHLY 11X9 BLK	EA	$23.79
520928	520928 - TAPE INVISIBLE 3/4X1000 10/PK	PK	$10.48
5210597	5210597 - PLR 5X8 KENJI RY22 WM	EA	$14.29
5215763	5215763 - PLANNER WM RY22 5X8 KNT GOODN	EA	$12.34
5231578	5231578 - PLANNER MON RY22 8X11 BDGFLR	EA	$12.74
523193	523193 - film correction liner exact 1pk	EA	$1.66
523218	523218 - INK CARTRIDGE HP 63XL BLACK	EA	$33.96
523914	523914 - INK HP 61 BLACK	EA	$17.81
523932	523932 - INK HP 61 TRICOLOR	EA	$24.68
523959	523959 - INK HP 61XL BLACK	EA	$36.51
5256592	5256592 - CALENDAR MON RY22 12X17 OD	EA	$15.29
5261569	5261569 - PLANNER MON RY22 9X11 CTMPO FR	EA	$22.60
5263221	5263221 - DESKREFILL DLY RY22 3.5X6 TAB	EA	$5.75
5265277	5265277 - STICKERS 3X8.5 TUL ASSORT 10PK	PK	$4.67
527801	527801 - INK HP 902XL CYAN	EA	$20.34
5281619	5281619 - PLR 8X11 RAINBWSWIRL RY22 WM	EA	$16.89
528712	528712 - MARKER DRYERASE EXPO 12PK ASTD	DZ	$11.37
530540	530540 - HP 87X HIGH YIELD BLACK TONER	EA	$272.54
530569	530569 - CARTRIDGE LASER JET HP BLACK	EA	$175.99
530650	530650 - CARTRIDGE LASER JET HP MAGENTA	EA	$359.92
5308452	5308452 - PLANNER DLY RY22 7X9 ACTION BK	EA	$37.56
5308845	5308845 - REFILL 2PPD RY22 5.5X8.5 ZEN	EA	$33.99
531100	531100 - CARTRIDGE LASER JET HP CYAN	EA	$343.00
531199	531199 - CARTRIDGE LASER JET YELLOW	EA	$343.00
5322002	5322002 - PLR 7X9 FIREFALL RY22 WM	EA	$14.29
532268	532268 - ENVELOPE REDISEAL 6X9 28KFT	BX	$11.62
5335198	5335198 - DESKPAD MON RY22 22X17 SEASCP	EA	$16.14
534010	534010 - REFILL INK ROLLER 113X 2PK	PK	$7.03
5347535	5347535 - WALLCAL 8X11 LINDLEY RY22 M	EA	$7.49

535283	535283 - TONER HP 410X YELLOW	EA	$106.24
535784	535784 - HEADSET SYSTEM TELEPHONE S12	EA	$65.19
536366	536366 - CLENER DSNFCT WIPES LMN 6EA/CT	CT	$34.38
536373	536373 - CLENER DSNFCT WIPE FRSH 6EA/CA	CT	$25.16
5366381	5366381 - PLR 8X11 KENJI RY22 WM	EA	$16.89
537338	537338 - PAPER SGRCANE 100% REC 5000CA	CT	$36.99
5377956	5377956 - CLEANER PAKIT NONACID 5 RED	EA	$5.14
5388216	5388216 - CALENDAR YRLY RY22 24x36 OD	EA	$11.69
538923	538923 - 4-7/8X5CD/DVDSLEEVE24WW	BX	$6.26
5390222	5390222 - CREAMER EXEC SUITE FRVAN 48CT	BX	$3.61
5393491	5393491 - ORGANIZER UND 5.5X8.5 CREAM/BK	EA	$24.69
541155	541155 - SHREDDER 16-SHT XCUT PS-79CI	EA	$202.19
5415857	5415857 - PLANNER W/M RY22 6X9 WRST MINT	EA	$9.35
5417153	5417153 - LAMCAL 36X24 ANALIS RY22 M	EA	$25.49
541815	541815 - SHREDER 18SHT CONF CUT SB99CI	EA	$249.06
542812	542812 - HIGHLIGHTERS RCYCL 12PK PINK	DZ	$3.95
542857	542857 - HIGHLIGHTER RCYCL 12PK GREEN	DZ	$3.75
543082	543082 - MANILA FF LTR POSITION 3	BX	$8.56
543280	543280 - MANILA FF LTR 1/3 CUT	BX	$10.26
5433182	5433182 - DIARY DLY RY22 7.75X12 HC RD	EA	$88.22
5434816	5434816 - DESKPAD RY22 ROMANTIC 17X10	EA	$12.74
543559	543559 - COLOR FAST FLDR 1/3 LTR RED	BX	$20.87
543640	543640 - MANILA FSTNR FLDR LTR 1/3	BX	$14.97
5439724	5439724 - CALENDAR DLY RY22 6X6 TODAYIS	EA	$21.35
543991	543991 - PRESSBOARD 1 DIV 2 LTR BLU	BX	$27.55
544227	544227 - Paper Copy 8.5X11 Ivory 5M	RM	$7.84
544291	544291 - FLDR CLASS LT 2/5 2-PKT GRN	BX	$62.17
5443875	5443875 - CLEANER PAKIT CITRUS 5 ORANGE	EA	$5.14
544458	544458 - NOTES POST-IT SUPER STICKY 12P	PK	$12.24
5446694	5446694 - PLR 5X8 LAILA RY22 WM	EA	$16.89
545469	545469 - BATTERYCOPPERTOP AAA 24PK	PK	$16.76
5454862	5454862 - PLANNER MON RY22 8X11 QNOTE BK	EA	$24.14
545881	545881 - MANILA JKT LTR 1 EXP REINF	BX	$18.07
546273	546273 - TISSUE KLEENEX NATURALS 36BX	CT	$57.02
546318	546318 - TISSUE KLEENEX NATURALS 48BX	CT	$56.62
546323	546323 - POUCH LBL STORGE 48PK CLR	PK	$20.99
546558	546558 - GLUE STK ELMERS OFFICE 22G 12C	PK	$5.76
546871	546871 - EXPANDING PKT LETTER 5 1/4	BX	$9.30
5470460	5470460 - CALENDAR MON RY22 12x12 SCENIC	EA	$8.95
5476923	5476923 - REFILL 2PPD RY22 3.75X6.75	EA	$17.84
548370	548370 - PEN COUNTERFEIT DETECTOR	EA	$3.08
548999	548999 - POST-IT MIAMI 3x3 10PK	PK	$13.91
550352	550352 - TONER HP HY LJ 410X 2PK BLK	PK	$242.06
5515536	5515536 - PLR 8X11 PEYTONW RY22 WM	EA	$16.99
553571	553571 - TONER 26X BLACK HIGH YIELD	EA	$184.30
5543044	5543044 - PLR 5X8 RAINBOW SWIRLRY22 WM	EA	$14.29
554463	554463 - TONER HP LJ CE255A BLACK	EA	$162.99
5544693	5544693 - PLANNER DLY RY22 8X11 8PRSN BK	PK	$52.07
554553	554553 - TONER HPLJCE255X HIGH YIELD BK	EA	$250.99
5546756	5546756 - PLANNER WKLY RY22 5X8 BLACK	EA	$22.94
554844	554844 - Staples SpeedPro HighCapacity	EA	$5.79
5551284	5551284 - CALENDAR WALL M RY22 11X8 SUNB	EA	$9.09
555347	555347 - PEN BPOINT RT BK DZ	DZ	$4.65
555356	555356 - PEN BPOINT RT RD DZ	DZ	$4.65
5559023	5559023 - PLANNER W/M RY22 8X11 BDGMED	EA	$25.49
5569535	5569535 - PLR 8X11 ENTERPRISE RY22 WM	EA	$16.89
5582438	5582438 - ORGANIZER UND 5.5X8.5 GRAY	EA	$24.69
5584155	5584155 - DESKPAD RY22 12MO 22X17 ECO	EA	$10.19
5585506	5585506 - PLANNER MON RY22 8X10 BLACK	EA	$21.50

5594006	5594006 - PLR 8X11 NAVEAH RY22 WM	EA	$16.89
560394	560394 - CLIPS BINDER 36PK SMALL BLACK	PK	$0.60
561339	561339 - CLIPS BINDER 24PK MED BLK	PK	$1.06
561894	561894 - NOTE POST-IT 1.5X2 12PK NEON	DZ	$5.17
562102	562102 - AWARDS CERT HOLDER BLK 10PK	EA	$5.66
563300	563300 - NOTES 3x3 REC 24PK PASTEL	PK	$24.60
5635535	5635535 - PLANNER W/M RY22 8X11 BTFDY	EA	$24.90
564050	564050 - TOWEL BNTY ESS 1RR 30CT	CT	$29.33
5640713	5640713 - REFILL WKLY RY22 5.5x8.5 ZEN	EA	$15.29
5643396	5643396 - DESKREFILL WKLY RY22 6X7 FLPWK	EA	$13.17
5645429	5645429 - CALENDAR ERASE RY22 24X36 NZC	EA	$30.59
564853	564853 - REELS CARABINER BADGE 4/PK	PK	$4.43
5648837	5648837 - PLR 5X8 BACDARK RY22 WM	EA	$14.29
565778	565778 - GLOVE VINL PF M 100BX CLR	BX	$3.06
565832	565832 - TONER HP 30A BLACK LASERJET	EA	$55.93
566037	566037 - TONER HP DUAL PACK BLACK	PK	$114.67
566084	566084 - GLOVE LATXEXM PF M 100BX WHT	BX	$5.11
566143	566143 - WASTEBASKET PLAS OD 28QT BLK	EA	$3.61
5664752	5664752 - PLANNER W/M RY22 7X9 OD SILV	EA	$14.29
5675890	5675890 - PLANNER WKLY RY22 7X9 BLACK	EA	$23.79
567775	567775 - LABEL FILING EXTRA LARGE WHT	PK	$11.83
5682883	5682883 - LAMCAL 36X24 BS PSGS AY22 M	EA	$19.49
5687169	5687169 - PLR 8X11 FLORALSKETCH RY22 WM	EA	$14.29
5687283	5687283 - PLR 5X8 PASSAGES RY22 WM	EA	$17.84
569597	569597 - TONER HP ORIGINAL 202A MAGENTA	EA	$66.32
5698357	5698357 - CALENDAR MON RY22 15X12 BFLORL	EA	$11.69
570109	570109 - COINS STICKY BACK 5/8 WE	PK	$1.38
570465	570465 - LABEL LSR RET WHT 2000CT	PK	$7.26
5712642	5712642 - DESKPAD RY22 MONTHLY 22X17	EA	$19.54
571362	571362 - BATTERY ALKA 9V 4	PK	$12.69
571373	571373 - BATTERY ALKA AAA 12	PK	$8.29
571642	571642 - ARM MONITOR ADJUST EASY 3M	EA	$188.15
5732799	5732799 - PLANNER WM RY22 5X8 SUNSETBRSH	EA	$12.34
5734779	5734779 - CALENDAR MON RY22 8X11	EA	$6.65
573646	573646 - TAPE ART 1/8 GLOSS BK	EA	$0.42
5741727	5741727 - PLANNER RY22 WEEKLY 11X9 BLACK	EA	$24.64
5745362	5745362 - REFILL MT/WK RY22 4X7 RY22 WHT	EA	$10.07
574866	574866 - DIVIDER INS 5 BG TB RCY OD CLR	ST	$0.51
574929	574929 - DIV INS 5 EXTRAWIDE ASTD OD BIGTAB	ST	$0.54
575013	575013 - dividers od ins 8st astd	ST	$1.56
575341	575341 - TAPE ACITAPE .75X1296 OD 10PK	PK	$8.45
5766001	5766001 - PLANNER WM RY22 5X8 DOTS	EA	$12.34
5766861	5766861 - PLR 8X10 RUEDUFLORE RY22 M	EA	$11.04
576833	576833 - FLAGS SIGN HERE 4/PK	PK	$7.58
5775367	5775367 - PLANNER W/M RY22 7X9 HRMY GRAY	EA	$16.24
5775798	5775798 - PLANNER MON RY22 7X9 BLUE	EA	$16.24
578515	578515 - WHITE CD/DVD SLEEVES 50 PK	BX	$1.76
578825	578825 - TAPE MAGIC SCOTCH 3/PK	PK	$19.86
579030	579030 - FOLDER FST S/TB LTR 1/3 MNL 50	BX	$35.35
579834	579834 - BOARD FORAY MAG D/E 8.5X11 WHT	EA	$4.78
581078	581078 - GLOVE NIT EXM PF M 100BX BLU	BX	$5.34
581087	581087 - GLOVE NIT EXM PFL 100BX BLU	BX	$6.52
581646	581646 - TOTE FILE LTR/LGL BLACK RECYL	EA	$8.52
5817874	5817874 - PLANNER W/M RY22 5X8 POLY GRAY	EA	$19.54
581985	581985 - TAPE CORRECTION 4-PACK WE	PK	$4.70
5821254	5821254 - PLANNER MON RY22 8X12 BLACK	EA	$18.39
5841660	5841660 - PLANNER W/M RY22 6X9 SIGN BRW	EA	$22.94
584260	584260 - NOTE POST-IT 1.5X2 24/PK	PK	$7.97
584435	584435 - NOTES POST-IT SS 5X8 4/PK	PK	$11.56



5845171	5845171 - PLANNER RY22 MONTHLY 11X9 BLK	EA	$8.99
5845394	5845394 - PLANNER MON RY22 8X11 RKST NVY	EA	$7.14
584677	584677 - ERASABLE 30-60DY UND 48X32 BL	EA	$21.05
5850239	5850239 - DESKREFILL DLY RY22 3.5X6 RECY	EA	$4.60
5851663	5851663 - CALENDAR MON RY22 12X17 QN	EA	$10.00
5853932	5853932 - PLR 8X11 LAILA RY22 WM	EA	$16.89
5866262	5866262 - ORGANIZER UND 5.5X8.5 CHAMBRY	EA	$24.69
5867969	5867969 - STICKERS UND EMILYLEY SHAPE	EA	$7.79
587463	587463 - BATTERY ALKA AA 20	PK	$11.86
587526	587526 - BATTERY ALKA AAA 20	PK	$11.17
5876406	5876406 - ERASABLE YRLY RY22 36X24 SEA	EA	$28.64
5881594	5881594 - PLANNER RY22 DAILY 8X5 BLK	EA	$17.75
588286	588286 - NOTEBOOK SPL 1SB 100 CR 8.5x11	EA	$2.09
588349	588349 - NOTEBOOK SRL 5S 180C CR 11X8.5	EA	$3.05
588367	588367 - NOTEBOOK WIRELS 1SUB 80SHT WR	EA	$1.64
589113	589113 - PORTFOLIO POLY FASTENERS RED	EA	$0.72
589510	589510 - PAPER FILLER CR 10.5X8 150CT	PK	$2.36
590370	590370 - BATTERY LITHIUM 3V	EA	$4.67
590427	590427 - CLIP MAGNET SMALL	EA	$1.46
5908262	5908262 - PLANNER W/M RY22 8X11 WST NAVY	EA	$12.34
593153	593153 - CUP PERFECT TOUCH 12OZ 1000CA	CA	$91.60
593395	593395 - PAPER X9 20# 92B 14 W	RM	$6.22
5934726	5934726 - PLANNER MN RY22 4X6 EMLY HPYS	EA	$5.19
593605	593605 - CORRECTAPE DRYLINE MINI 5/PK	PK	$6.97
594874	594874 - Binder Flexi-View 1 NvyBlu EA	EA	$3.05
595347	595347 - WATER NESTLE PURE 8OZ 24CA	CA	$5.16
5955582	5955582 - REFILL MON RY22 5.5X8.5	EA	$7.79
595671	595671 - SHARPNR PENCIL SCHOOL PRO	EA	$49.90
5957944	5957944 - CALENDAR MON RY22 20X30	EA	$12.43
596319	596319 - INK HP 61 COMBO PACK COLOR	PK	$39.10
597030	597030 - NOTES 1 1/2X2 24PK PST	PK	$13.29
597196	597196 - DVD-R 4.7GB 16X 100 SPINDLE	EA	$14.95
5979192	5979192 - PLANNER WM RY22 5X8 BOLDVAR	EA	$12.34
5984216	5984216 - PLANNER W/M RY22 8X11 SGN BR	EA	$29.74
598488	598488 - CALC HANDHELD 8DGT	EA	$2.14
6004646	6004646 - DESKPAD 22X17 LINDLY RY22 M	EA	$14.44
602795	602795 - TOWELS BLEACHED 85SH WE	CT	$25.43
603170	603170 - SANITIZER HAND 8OZ 12/CA	CA	$44.03
6033735	6033735 - PLANNER W/M RY22 7X9 CNTMPO BK	EA	$13.45
6035430	6035430 - PLANNER WKLY RY22 8X11 RED	EA	$25.49
6036806	6036806 - DESKREFILL DLY RY22 3.5X6	EA	$2.33
605015	605015 - COMPASS PNCIL BLUNT PT. MSRE G	EA	$1.31
6063199	6063199 - DESKREFILL DLY RY22 3.5X6 QN	EA	$6.90
6086307	6086307 - DESKREFILL DLY RY22 3.5X6	EA	$11.89
6090155	6090155 - PLANNER WM RY22 8.5X11 KNT GDN	EA	$14.94
609336	609336 - TAPE DRYLINE GRIP 2PK BLU&PURP	PK	$3.36
6106412	6106412 - PLANNER W/M RY22 9X11 MVPG BK	EA	$22.81
6120608	6120608 - DESKPAD MON RY22 22X17 EMLY	EA	$13.64
6134222	6134222 - PLR 8X11 JOSELYN RY22 WM	EA	$22.09
614263	614263 - PENCIL WARRIOR BEROL MED SOFT	DZ	$2.06
614435	614435 - COFFEE CLMBN E.S. 100% 2OZ/42	CA	$33.42
614667	614667 - NOTEBOOK STELLAR 3S CR 150 RED	EA	$3.11
615630	615630 - COFFEE DONUTSHOPBLND 2 OZ/42	CA	$26.81
6156429	6156429 - PLANNER WM RY22 8.5X11 GATSBY	EA	$14.94
616080	616080 - TONER HP 410X CYAN	EA	$106.24
6167067	6167067 - PLANNER W/M RY22 7X9 ELV GRAY	EA	$19.54
616906	616906 - CARTRIDGE HP LASERJET 4200	EA	$171.12
617209	617209 - PAD POST-IT RULED 4x6 5/PK YLW	PK	$9.03
6176443	6176443 - PLR 5X8 JOSELYN RY22 WM	EA	$17.84



617704	617704 - TAPE STICKY BACK 7FT BLACK	RL	$5.54
618033	618033 - CALCULATOR SCIENTIFIC TI-30XA	EA	$9.11
6181636	6181636 - PLR 5X8 ANALEIS RY22 WM	EA	$14.29
618405	618405 - TISSUE KLEENEX BOUTIQUE 6PK	PK	$9.47
619627	619627 - HIGHLIGHTER PKT ACCENT FLYL DZ	DZ	$6.15
6199362	6199362 - PLANNER WKLY RY22 7X9 BLACK	EA	$21.50
620007	620007 - WATER BTL NSTL PURE LIFE 24/CS	CA	$7.23
6213148	6213148 - ERASABLE YRLY RY22 16X12 QNOTE	EA	$15.29
621320	621320 - BAG TAMP EVD OPQ 9X12 100PK	PK	$12.46
6234567	6234567 - PLANNER MON RY22 8X12 BL HRCVR	EA	$22.94
6235061	6235061 - PLANNER W/M RY22 8X11 OD BK	EA	$16.89
6237724	6237724 - PLANNER W/M RY22 4X6 OD SILV	EA	$9.09
623780	623780 - STRIPS MOUNTING COMMAND 9PK	PK	$2.28
624042	624042 - RULER 12 Stainless Steel	EA	$2.67
624177	624177 - RULER 18 STAINLESS STEEL	EA	$3.58
624900	624900 - PRTCTR SHT HVYWGHT 100 BOX	BX	$9.06
625079	625079 - NOTEBOOK STELLAR 3S CR 150 WHT	EA	$3.11
6254014	6254014 - DESKREFILL DLY RY22 3X3.75	EA	$7.40
625502	625502 - PadLegal 8.5x11.75 Canary 50Sh	PK	$7.40
6258138	6258138 - PLANNER W/M RY22 8X11 OD SILV	EA	$14.94
6259683	6259683 - PLR 8X11 FULLBLOOMS RY22 WM	EA	$16.89
626049	626049 - BATTERY ALKALINE MAX AA 24/PK	PK	$12.41
6269231	6269231 - CALENDAR MON RY22 12X17	EA	$18.86
6282846	6282846 - PLANNER WKLY RY22 3X6 BLACK	EA	$12.79
6284033	6284033 - PLANNER W/M RY22 6X9 MAKENZIE	EA	$6.79
6288170	6288170 - DESKPAD 22X17 JOSELYN RY22 M	EA	$14.44
6288182	6288182 - DESKPAD MON RY22 17.75X11 WCLR	EA	$8.40
629140	629140 - FOLDER FSTB LTR 18BX PRIMARY	BX	$11.94
6292662	6292662 - PLANNER W/M RY22 9X11 FLORADO	EA	$16.99
6295867	6295867 - PLANNER W/M RY22 4X6 OD BLACK	EA	$9.34
6296314	6296314 - DESKPAD MON RY22 22X17 REFILBL	EA	$24.64
6296468	6296468 - PLANNER W/M RY22 8X11 MAKENZIE	EA	$19.54
6304111	6304111 - PLR 8X11 ANALEIS RY22 WM	EA	$16.89
6305138	6305138 - REFILL MON RY22 5.5X8.5 NATURE	EA	$7.79
631005	631005 - FOLDER FSTB LTR 18BX PASTEL	BX	$17.04
631335	631335 - cover rpt clr frnt 10pk black	PK	$3.31
6323785	6323785 - REFILL 2PPD RY22 5.5X8.5	EA	$22.09
6324840	6324840 - BOX L/L OD MED QCKSTP 10PK	PK	$20.71
633032	633032 - TONER HP 201A YELLOW	EA	$65.44
633374	633374 - MEMORY USB 2.0 3PK 16GB	PK	$25.82
633888	633888 - ENVELOPE #10 PLN 24# 500CT WHT	BX	$22.18
634000	634000 - ENVELOPE #10 WIN 24# 500CT WHT	BX	$13.13
634027	634027 - BOARD POSTER 22X28 25PK WHITE	CT	$9.77
634277	634277 - Pad Legal 5 x 8 Astd 50 Sh	PK	$3.92
634313	634313 - Book Steno 6x9 White 70 Sh	PK	$4.86
6350541	6350541 - PLR 5X8 BOUQUET RY22 WM	EA	$14.29
6364433	6364433 - LAMCAL 36X24 PICADILLY RY22 M	EA	$25.49
6365482	6365482 - PLANNER RY22 MONTHLY 11X9 FUSC	EA	$23.79
636645	636645 - TONER HP 35A BLACK	EA	$64.94
6371971	6371971 - PLANNER MON RY22 9X11 OD BLUE	EA	$19.19
637651	637651 - TAPE W/DISP MAG 3/4 X350 4/PK	PK	$4.64
6379634	6379634 - PLANNER RY22 MONTHLY 11X8 PURP	EA	$11.75
6391824	6391824 - PLANNER W/M RY22 8X11 QN BK	EA	$28.79
6399866	6399866 - CALENDAR 2MON RY22 22X29	EA	$17.65
640301	640301 - TONER HP 410X BLACK	EA	$92.81
6405330	6405330 - REFILL WKLY RY22 5.5X8.5	EA	$17.84
6414324	6414324 - PLR 8X10 BACDARK RY22 M	EA	$16.14
641480	641480 - NOTES POST-IT 3x5 LINED 5 NEON	PK	$9.26
641642	641642 - HEWLETT PACKARD 952XL MAGENTA	EA	$30.55



6419464	6419464 - DESKPAD MON RY22 22X17 2COLOR	EA	$6.85
6426782	6426782 - PLANNER MON RY22 7X9 CNTMPO BK	EA	$20.79
6429571	6429571 - PLANNER MON RY22 9X11 EXC BK	EA	$29.74
6429822	6429822 - DESKPAD 17X11 KISMET RY22 MO	EA	$10.52
6437381	6437381 - PLR 8X11 FLORALMINI RY22 WM	EA	$16.89
6447834	6447834 - PLANNER DLY RY22 4X6 OD BLACK	EA	$10.39
644937	644937 - ERASABLE UND 24x36 WALLMATE	EA	$23.20
644982	644982 - ERASABLE UND 24X36 WALLMATE	EA	$17.28
645033	645033 - FRESHENER AIR HAWAIIAL 2SPRY	EA	$6.65
645252	645252 - PEN PM INKJOY 700RT 1.0 DZ BLU	DZ	$10.77
6457822	6457822 - ORGANIZER UND 5.5X8 TEAL	EA	$24.69
6461679	6461679 - PLR 8X11 GEMMA RY22 WM	EA	$16.89
646557	646557 - TONER LASERJET HP90A BLACK	EA	$192.99
646593	646593 - TONER LASERJET HP90X BLACK	EA	$321.99
648104	648104 - TONER LASER OD F/HP Q2610A BLK	EA	$69.99
6481614	6481614 - PLR 8X11 ALIGNED BLK RY22 WM	EA	$49.29
6488475	6488475 - PLANNER W/M RY22 5X8 QNOTE BK	EA	$21.67
6493593	6493593 - PLNR 8X11 WALLFLWR RY22 WKMO	EA	$16.89
6494183	6494183 - PLANNER MN RY22 9X11 100PCW BK	EA	$21.59
6494637	6494637 - PLANNER SC 12M22 WKLY XL BLK	EA	$19.46
6501053	6501053 - CALENDAR MON RY22 11X8 OD	EA	$11.55
6501743	6501743 - PLANNER RY22 WEEKLY BLACK	EA	$22.94
650457	650457 - TAPE SEALING 2X22YD DISP CLEAR	RL	$2.01
6507374	6507374 - PLANNER RY22 MONTHLY 9X8 PURP	EA	$11.89
651895	651895 - CUP TRANS PLASTIC 12OZ 50CT	PK	$2.67
6520711	6520711 - CALENDAR MON RY22 15X12 WTRCLR	EA	$10.30
6526411	6526411 - WALLCAL 11X8 JOSELYN RY22 MO	EA	$8.44
653428	653428 - INDEX RG BK 5TAB 11X8.5 CLEAR	ST	$0.37
653436	653436 - INDEX RG BK 5TAB 11X8.5 AST	ST	$0.72
653444	653444 - INDEX RG BK 8TAB 11X8.5 AST	ST	$0.57
653451	653451 - INDEX RG BK 8TAB 11X8.5 CLEAR	ST	$0.81
6534623	6534623 - CREAMER ES HZLNT 48CT/4CA	CA	$14.07
6534682	6534682 - PLNR 8X10 DITSY RY22 MONTHLY	EA	$12.34
653469	653469 - AVERY READY INDEX 6PK	ST	$5.66
6544868	6544868 - DESKPAD MON RY22 22X17 ELV	EA	$16.14
6551553	6551553 - PLNR 5X8 WALLFLWR RY22 WKMO	EA	$14.29
6552521	6552521 - DESKPAD MON RY22 22X17 100PCW	EA	$9.20
6563137	6563137 - CALENDAR MON RY22 12X27 SCENIC	EA	$23.88
6563334	6563334 - REFILL 1PPD RY22 5.5X8.5	EA	$30.59
6564912	6564912 - PLR 5X8 GOLDRETRIEVER RY22 WM	EA	$14.29
6567023	6567023 - CREAMER EXEC SUITE ORIGL 48CT	BX	$3.61
6576209	6576209 - ERASABLE YRLY RY22 12X16 RD	EA	$10.79
6581568	6581568 - LAMCAL 36X24 BS CRX AY22 M	EA	$19.49
6587332	6587332 - CLEANER PAKIT GLASS 5 BLUE	EA	$4.60
6588732	6588732 - REFILL MON RY22 5.5X8.5 CW	EA	$8.28
6593505	6593505 - PLANNER W/M RY22 8X11 SANTIAGO	EA	$13.45
6600411	6600411 - REFILL WKLY RY22 5.5X8.5 HRMY	EA	$12.15
660145	660145 - MAT FLOOR ANTIFTG2'X3' BLK/WTE	EA	$22.61
6604779	6604779 - PLR 8X11 CAPESTRIPE RY22 WM	EA	$19.30
6623358	6623358 - PLANNER RY22 WEEKLY 8X5 BLK	EA	$16.63
6623881	6623881 - PLANNER W/M RY22 8X10 COH BK	EA	$30.34
6632429	6632429 - CALENDAR MON RY22 11X8 PKQN	EA	$12.74
6636899	6636899 - ERASABLE YRLY RY22 24X36 GR	EA	$16.70
664011	664011 - PEN ROUND STIC BIC 60CT BLACK	BX	$4.12
664409	664409 - PEN UNIBALL MICRO ONYX DZ BLUE	DZ	$5.14
6646710	6646710 - REFILL 2PPD RY22 5.5X8.5 SEAS	EA	$33.99
6648620	6648620 - PLANNER MON RY22 4X6 BLACK	EA	$24.64
6655065	6655065 - ERASABLE YRLY RY22 24X36 BLUE	EA	$19.45
666094	666094 - CASE CD/DVD SLM CSE 50 PK	PK	$10.35

666537	666537 - TAPE MASKING HIGHLAND 1 X60YD	RL	$1.16
6678473	6678473 - DIARY W/M RY22 3X5 FDRY BKLTHR	EA	$15.20
667858	667858 - SANITIZER OD ALOE 8OZ PUMP	EA	$1.71
6679282	6679282 - DESKPAD MON RY22 22X17 WRKSTY	EA	$13.59
667932	667932 - INK HP 62XL BLACK	EA	$33.96
668139	668139 - INK HP 62XL TRI-COLOR	EA	$37.37
668259	668259 - HOLDER LITERATURE LTR SIZE CLR	EA	$3.11
6685729	6685729 - PLANNER M RY22 3.5X6 KNT GOODN	EA	$4.54
670203	670203 - TONER REPLACE HP 130A BK	EA	$43.91
6704880	6704880 - CALENDAR RY22 24X36 NATR	EA	$33.14
6706307	6706307 - PLANNER WKLY RY22 7X9 BLACK	EA	$12.86
6721537	6721537 - PLANNER WM RY22 8.5X11 SUNBRS	EA	$14.94
6722086	6722086 - BATTERY BACKUP APC PR BR1350MS	EA	$186.29
6723125	6723125 - WALLCAL 11X8 ANALEIS RY22 M	EA	$7.49
6725294	6725294 - DESKPAD 17X11 RAINBOW RY22 MO	EA	$10.39
6736837	6736837 - PLANNER W/M RY22 6X9 SIGN GRAY	EA	$18.45
6743008	6743008 - PLANNER RY22 WEEKLY 11X8 PURP	EA	$17.84
6744629	6744629 - PLANNER RY22 MONTHLY 9X7 BLK	EA	$22.09
6755736	6755736 - STICKERS UND EMILYLEY PHRASE	EA	$7.79
6756394	6756394 - PLR 5X8 CAPESTRIPE RY22 WM	EA	$16.57
675732	675732 - HP410A TONER YELLOW	EA	$104.27
675929	675929 - Cloth Microfbr 16 sq 12PK	PK	$6.72
6762581	6762581 - LABEL 2 RND WHT 300	PK	$16.28
6768876	6768876 - TAPE SUPER HOLD 3/4X650 4 PK	PK	$8.15
677318	677318 - PEN BALLPT WOW MED	DZ	$4.18
677346	677346 - PEN BALLPT WOW MED	DZ	$4.18
677674	677674 - REFILL UND 3.5X6 PLASTICBASE	EA	$15.20
677682	677682 - REFILL UND 3X3.75 PLASTICBASE	EA	$11.84
6781036	6781036 - PLANNER MN RY22 9X11 100PCW GR	EA	$23.79
678585	678585 - BOOKEND STEEL 9 BLACK	PR	$8.46

679289	679289 - VELCRO COINS 5/8 WHITE	EA	$7.97
679308	679308 - ERASABLE 30-60DY UND 36X24 BL	EA	$20.14
6794197	6794197 - PLR 5X8 GRENADA RY22 WM	EA	$14.29
6794396	6794396 - PLANNER W/M RY22 8X11 WILDWASH	EA	$24.90
679702	679702 - HP 507A BLACK LJ TONER CRTRDGE	EA	$164.99
679882	679882 - HP 507X BLACK LJ TONER CRTRDGE	EA	$186.74
680134	680134 - TONER HP 507A CYAN CRTRDGE	EA	$245.99
680143	680143 - TONER HP 507A YELLOW CRTRDG	EA	$245.99
680206	680206 - TONER HP 507A MAGENTA CRTRD	EA	$245.99
6802791	6802791 - DIARY W/M RY22 3X6 FDRY BLK	EA	$10.39
6806767	6806767 - PLR 5X8 ENTERPRISE RY22 WM	EA	$14.29
6807602	6807602 - DESKPAD MON RY22 22X17 SUCCESS	EA	$9.34
6820730	6820730 - PLR 7X9 LAUREL RY22 WM	EA	$16.89
6830629	6830629 - PLR 8X11 LAUREL RY22 WM	EA	$16.89
6837499	6837499 - Value Pk Lrg Bndr Clips 48PK	PK	$4.86
6838275	6838275 - PLANNER MON RY22 8X11 POLY GR	EA	$20.39
6842125	6842125 - FOLDER 2POCKET ASST 24PK	PK	$3.25
6842152	6842152 - FOLDER 2PK TEAL 25PK	PK	$3.70
6843133	6843133 - FOLDER 2PK DARK BLUE 25PK	PK	$3.60
6843142	6843142 - FOLDER 2PK BLACK 25PK	PK	$3.54
6843151	6843151 - FOLDER 2PK GREEN 25PK	PK	$3.93
6849112	6849112 - REFILL 1PPD RY22 5.5X8.5 CW	EA	$25.99
685257	685257 - TONER LJCE320A BLACK	EA	$64.34
685266	685266 - TONER LJ CE321A CYAN	EA	$62.79
685302	685302 - TONER LJCE322A YELLOW	EA	$62.79
685329	685329 - TONER LJCE323A MAGENTA	EA	$62.79
685506	685506 - FRESHNER FBRZ AIR GAIN	PK	$5.58
6864230	6864230 - PLANNER HC 12M22 WKLY LRG BLU	EA	$19.46
6875491	6875491 - PLR 8X11 VASE RY22 WM	EA	$16.89



687557	687557 - REFILL PEN G-2 BOLD 2PK BLACK	PK	$1.49
688043	688043 - TONER DUAL 305X HP 2BX BLACK	PK	$197.07
688052	688052 - TONER 305A 3PK CYAN YLW MGNT	PK	$285.18
6886839	6886839 - PLNR 8X11 CONSTANT RY22 WKMO	EA	$16.89
689082	689082 - NOTE POPUP RCYLD 3x3 12PK PSTL	PK	$10.37
6901028	6901028 - PLR 8X11 PEYTONNVY RY22 WM	EA	$22.09
691148	691148 - GLOVE VINYL PF LRG 100BX CLR	BX	$3.06
6917072	6917072 - DESKPAD RY22 MONTHLY 17X10	EA	$4.38
6929540	6929540 - PLANNER RY22 DAILY 8X5 PURP	EA	$14.44
6938318	6938318 - PLANNER MON RY22 9X11 OD BLACK	EA	$18.39
693870	693870 - TISSUE BATH OD 2-PLY 80/ROLLS	CA	$37.00
694185	694185 - TOWEL PAPER 2PLY 30RL/CA WHITE	CA	$24.73
6955934	6955934 - PLR 3X6 WILDFLWR RY22 WM	EA	$11.04
696014	696014 - TONER 508X LSRJT M553 MAGENTA	EA	$169.57
6961693	6961693 - PLANNER M RY22 8X10 BOLD VAR	EA	$8.44
696684	696684 - MOUSE PAD SILICONE GRID BLACK	EA	$13.99
6967043	6967043 - KCUP HOUSE BLEND POD 70CT	CT	$24.38
6971224	6971224 - PLANNER MON RY22 7X9 BLACK	EA	$15.19
6979261	6979261 - PLANNER W/M RY22 7X9 BK	EA	$52.90
6981020	6981020 - DESKPAD MON RY22 22X17 BTFDAY	EA	$16.14
698325	698325 - GLUE STICK CLASSROOM 30/PK	PK	$7.75
698479	698479 - TILES CORK FORAY 12 X12 4/PK	PK	$6.82
698535	698535 - BOARD FORAY CORK 36X48 OAK	EA	$42.49
6985675	6985675 - PLANNER RY22 WEEKLY 11X8 BLK	EA	$17.84
6988228	6988228 - PLR 8X11 BRUSHEDDOTS RY22 WM	EA	$16.89
698878	698878 - COVER PORTFOLIO 11.75X9.5 DBLU	BX	$10.62
6992436	6992436 - CALENDAR MON RY22 15X12 DREAMS	EA	$16.14
699459	699459 - TAPE CORRECTION 6PK ASTD	PK	$3.31
700777	700777 - TONER HP 201X BLACK	EA	$70.64
702513	702513 - 16GB JUMPDRIVE S50 SMALL	EA	$10.25
703425	703425 - MEETING NOTEBOOK	EA	$8.73
7038719	7038719 - PLANNER DLY RY22 6X9 PWR GRAY	EA	$23.11
7041740	7041740 - CALENDAR MON RY22 6X6 TODAYIS	EA	$21.84
7044654	7044654 - PLANNER WM RY22 5X8 FLORAL	EA	$12.34
705484	705484 - BAND-AID ADHESIVE 280/BX	BX	$8.90
706324	706324 - PEN PM100RT MED DZ BLUE	DZ	$3.72
707032	707032 - CLIPS BINDER LARGE	BX	$3.74
7071233	7071233 - PAD 3.5X8.5 DAILY TUL SCHEDULE	PK	$3.50
7091082	7091082 - REFILL 2PPD RY22 8.5X11	EA	$36.54
7102880	7102880 - DESKPAD RY22 MONTHLY 22X17	EA	$7.64
7104802	7104802 - BATTERY BACKUP APC PR BR1000MS	EA	$158.34
7107703	7107703 - PLR 9X11 ALIGNED NVY RY22 M	EA	$22.94
7128179	7128179 - WALLCAL 11X8 STRIPE RY22 MTHLY	EA	$9.74
7133233	7133233 - PLANNER W/M RY22 6X9 WRST NAVY	EA	$9.35
7133557	7133557 - PLANNER MON RY22 9X11 BLACK	EA	$19.99
7133877	7133877 - REFILL 1PPD RY22 5.5X8.5 SEAS	EA	$25.49
7151260	7151260 - PLR 8X11 GOLDRETRIEVER RY22 WM	EA	$16.89
7158450	7158450 - REFILL 1PPD RY22 8.5X11	EA	$39.09
7160222	7160222 - PLR 8X11 PORTICO RY22 WM	EA	$16.89
7167150	7167150 - DESKPAD MON RY22 22X17 2COLOR	EA	$9.75
7181765	7181765 - PLR 8X11 BLUESTRIPE RY22 WM	EA	$19.30
718583	718583 - TONER HP Q6470A REMAN BLACK	EA	$90.29
7187313	7187313 - CHARMIN SFT 1/18MR	PK	$20.69
7194975	7194975 - CREAMER EXEC SUITE HALF N 48CT	BX	$3.61
720461	720461 - RULER W/BNDR HOLES 12 PLSTC ASTD CLRS	EA	$0.46
7208453	7208453 - PLR 8X11 WILDFLWR RY22 WM	EA	$19.30
7208678	7208678 - ORGANIZER RY22 5.5X8.5 EMLY	EA	$30.54
7212631	7212631 - PLNR 5X8 STAYCHIC RY22 WM	EA	$14.29
7228220	7228220 - DIARY DLY RY22 6X9 STD HC RED	EA	$31.99



723138	723138 - SOAP ANTIBAC LT MOIST OD 7.5OZ	EA	$1.29
7232913	7232913 - PLNR 5X8 CONSTANT RY22 WKMO	EA	$14.29
7233412	7233412 - CALENDAR MON RY22 15X12 100PCW	EA	$14.10
723688	723688 - NOTES 3X3 POP-UP DEEP CLR 12PK	PK	$7.49
723927	723927 - TOWEL BNTY 8GR SAS WHT	PK	$14.89
7244242	7244242 - PLANNER MON RY22 4X6 2YEAR BK	EA	$8.77
7246612	7246612 - PLANNER W/M RY22 6X9 SIGN NAVY	EA	$22.94
7253494	7253494 - CLEANER PAKIT WASH VHCL 5 BLUE	EA	$13.78
7260176	7260176 - PLANNER MON RY22 7X9 100PCW BK	EA	$19.99
7261949	7261949 - CALENDAR MON RY22 15X12	EA	$9.25
7267081	7267081 - PLANNER WKLY RY22 8X11 BLACK	EA	$24.56
727342	727342 - HOOK MINI VP 18/PK CLR	PK	$8.38
7273535	7273535 - PLR 8X11 SWISSDOT RY22 MO	EA	$9.35
727378	727378 - HOOK WIRE 12STR VP 9 CLR	PK	$7.98
7282840	7282840 - PLR 8X11 FLUID RY22 WM	EA	$16.89
728367	728367 - PEN B2P BLPT RCYLD FN DZ BLK	DZ	$11.34
728673	728673 - PEN B2P BLPT RCYLD MED DZ BLK	DZ	$11.34
728718	728718 - PEN B2P BLPT RCYLD MED DZ BLU	DZ	$11.34
728919	728919 - PEN BALLPOINT STICK DOZEN BLK	DZ	$1.38
7293250	7293250 - PLR 8X10 JOSELYN RY22 M	EA	$11.04
7294747	7294747 - PLANNER W/M RY22 7.5X10 PWR BK	EA	$20.14
729835	729835 - HOOK LG WE 3 PK	PK	$7.26
729914	729914 - CLEANER FLOOR LAVENDARSCNT	EA	$109.99
7299704	7299704 - PLANNER W/M RY22 4X6 WRST NAVY	EA	$6.49
7300907	7300907 - REFILL MON RY22 5.5X8.5 EMLY	EA	$8.28
7304427	7304427 - PLR 3X6 FLUID RY22 WM	EA	$4.54
7307816	7307816 - PLR 8X11 ALIGNED NVY RY22 WM	EA	$26.34
7308298	7308298 - PLANNER WKLY RY22 8X11 BLACK	EA	$14.02
7311622	7311622 - PLR 5X8 FLUID RY22 WM	EA	$14.29
7321765	7321765 - DESKPAD MON RY22 22X17 PUPPIES	EA	$21.33
7325091	7325091 - REFILL WKLY RY22 5.5X8.5	EA	$17.84
7331301	7331301 - PLANNER DLY RY22 5X8 BLACK	EA	$24.07
734082	734082 - SANITIZER OD ORIGINAL 8OZ PUMP	EA	$2.00
7343221	7343221 - PLANNER MON RY22 9X11 RED	EA	$21.24
7346336	7346336 - DESKPAD 22X17 BACDARK RY22 M	EA	$16.99
7351742	7351742 - PLANNER MON RY22 7X9 LGPRNT BK	EA	$20.39
735871	735871 - BINDER POCKET POLY 5PK	PK	$1.63
7363992	7363992 - CLEANER PAKIT VLT BTTL 12 PURP	EA	$2.89
7368963	7368963 - PLR 8X11 ALIGNED BRG RY22 WM	EA	$26.34
737445	737445 - EverBind White OD 1.5	EA	$8.68
738726	738726 - MARKER DRY ERASE 5PK ASTD	PK	$3.50
7388638	7388638 - PLR 5X8 FLORALSKETCH RY22 WM	EA	$14.29
7393865	7393865 - PLR 5X8 ORCHID RY22 WM	EA	$14.29
740016	740016 - TIMECARD WK M-S 1SIDE 100PK	PK	$2.64
7403658	7403658 - PLANNER WKLY RY22 8X11 BK	EA	$14.33
741361	741361 - FILE PROJECT 10/PK ASTD COLOR	PK	$2.00
741985	741985 - BATTERY PROCELL AA 24/BX	BX	$7.23
7424376	7424376 - PLR 3X6 ALIGNED BLK RY22 WK	EA	$12.74
743161	743161 - CARTRIDGE PRNT HP LSRJT C8543X	EA	$286.96
743508	743508 - CLIPBOARD SLIM STORAGE BOX	EA	$13.96
7444192	7444192 - PLR 5X8STRIPE RY22 WM	EA	$19.30
7444424	7444424 - PLNR 8X11 STAYCHIC RY22 WM	EA	$16.89
7448159	7448159 - PLR 5X8 PORTICO RY22 WM	EA	$14.29
746416	746416 - TONER HP 201A BLACK	EA	$60.39
7474171	7474171 - WALLCAL 11X8 RUEDUFLOR RY22 M	EA	$7.49
7474973	7474973 - PLR 8X11 REBEKAHCOOL RY22 WM	EA	$8.49
7479379	7479379 - PLR 3X6 ALIGNED BLK RY22 WK	EA	$11.04
7481086	7481086 - WALLCAL 11X8 PEYTONW RY22 M	EA	$7.49
748271	748271 - DISPLAY PROTECTOR 10/PK	PK	$4.84



7493903	7493903 - PLANNER WKLY RY22 4X6 BLACK	EA	$11.04
7495031	7495031 - PLNR 8X11 COCORRINA RY22 MO	EA	$9.74
750067	750067 - SIGN HERE TAPE FLAG	PK	$3.75
750397	750397 - WIPES PURELL 270CT CANISTER	EA	$9.86
751134	751134 - TONER HP ORIGINAL 202X BLACK	EA	$83.54
7519409	7519409 - ERASABLE YRLY RY22 24X18 WALLM	EA	$21.67
7532397	7532397 - PLANNER DLY RY22 7X9 HRMY BER	EA	$23.39
753313	753313 - LABEL SHIPPING RL 2.5X4	RL	$13.96
7541807	7541807 - CALENDAR MON RY22 15X15 ELEVAT	EA	$11.11
754871	754871 - MARKER CHISEL SHARPIE BLACK	DZ	$8.51
7562210	7562210 - PLANNER W/M RY22 6X9 BDGMED	EA	$16.24
756589	756589 - TONER HP 305A LASERJET BLACK	EA	$91.99
756625	756625 - 2-PLY BATHROOM TISSUE 80ct	CA	$51.85
756697	756697 - TONER HP 305X LASERJET BLACK	EA	$114.99
756706	756706 - TONER HP 305A LASERJET CYAN	EA	$131.99
756724	756724 - TONER HP 305A LASERJET YELLOW	EA	$131.99
756769	756769 - TONER HP 305A LASERJET MAGENTA	EA	$131.99
7573862	7573862 - PLANNER W/M RY22 8X11 HRMY GR	EA	$18.19
757810	757810 - FOOD SRV SUGR CNSTR 20OZ	EA	$1.49
7584783	7584783 - PLANNER MON RY22 4X6 OD BLACK	EA	$5.84
758506	758506 - HEADSET WRLS SYSTEM W/LIFTER	EA	$243.88
7589150	7589150 - PLR 5X8 PEYTONNVY RY22 WM	EA	$17.84
759826	759826 - REFILL ENRGL NDL .7MM BE	EA	$0.70
759833	759833 - FABREZE AL N SKY 8.8OZ	EA	$5.58
759840	759840 - FOLDER PSBD 6SEC LTR BE	BX	$49.76
760040	760040 - FOLDER PSBD 6SEC LTR BRD	BX	$41.66
7607515	7607515 - PLANNER WM RY22 8.5X11 DOTS	EA	$14.94
760843	760843 - ERASER CLIC REFILL 4PK WHITE	PK	$1.83
7613791	7613791 - PLANNER W/M RY22 8X11 100PC BK	EA	$27.19
7614142	7614142 - PLR 8X11 KISMET RY22 WM	EA	$19.30
7618011	7618011 - PLANNER W/M RY22 5X8 CTMPO GH	EA	$18.63
761911	761911 - INK HP 902 TRI	EA	$33.11
762675	762675 - HOOK COMMAND LARGE BRSH METAL	EA	$5.48
7627247	7627247 - PLR 5X8 LINDLEY RY22 WM	EA	$17.84
7639477	7639477 - REFILL WKLY RY22 5.5X8.5 KD	EA	$11.69
764426	764426 - BOOK MEMO TOPWIRE 3X5 CR 3PK	PK	$1.02
7657287	7657287 - PLANNER DLY RY22 7X9 BLACK	EA	$33.99
765737	765737 - COFFEE GR CL RS 30.5oz	EA	$7.32
765798	765798 - BOOK MEMO WRBND TOP CR 60S 12	PK	$7.23
766077	766077 - TONER LASER HP CE505A 2PK BLK	EA	$179.99
7663510	7663510 - REFILL MTHLY RY22 4X7 RY22 WHT	EA	$6.95
7666523	7666523 - REFILL WKLY RY22 5.5X8.5 CW	EA	$11.69
766967	766967 - STAPLES STANDARD OD	BX	$4.32
7669975	7669975 - PLANNER W/M RY22 5X8 PWR BK	EA	$17.54
7671031	7671031 - PLNR 3X6 MAI RY22 WKLYMTHLY	EA	$6.49
7677013	7677013 - PLR 3X6 CAPESTRIPE RY22 WM	EA	$11.04
768035	768035 - POCKET EASY GRIP LGL 3-1/2 RR	BX	$35.57
768050	768050 - POCKET EASY GRIP LTR 5-1/4 RR	BX	$16.94
768100	768100 - FOLDER PSGD CLASS 2DIV LGL Y	BX	$51.79
768105	768105 - FOLDER PSGD CLASS 2DIV LGL BR	BX	$43.55
768125	768125 - FOLDER PSGD CLASS 2DIV LGL GN	BX	$42.54
768130	768130 - FOLDER PSGD CLASS 2DIV LGL DBE	BX	$54.90
768170	768170 - FOLDER CLASS 2/PKT LGL DBE	BX	$53.31
768225	768225 - FOLDER PSGD CLASS 2DIV LTR BE	BX	$36.45
768230	768230 - FOLDER PSGD CLASS 2DIV LTR Y	BX	$35.00
768235	768235 - FOLDER PSGD CLASS 2DIV LTR BR	BX	$39.14
768260	768260 - FOLDER PSGD CLASS 2DIV LTR GN	BX	$36.62
768285	768285 - FOLDER CLASS 2/PKT LTR DBE	BX	$41.09
768332	768332 - NOTES 4X6 SS LINED 3PK ASSTD	PK	$6.37



7685653	7685653 - FILTER GLD PRIV WDESCRN 23.8	EA	$119.98
768999	768999 - TONER 508X LSRJT M553 YELLOW	EA	$169.57
7693027	7693027 - PLR 7X9 MAI RY22 WKMO	EA	$14.94
7694519	7694519 - PLR 8X11 SHERIDAN RY22 WM	EA	$16.89
7707036	7707036 - PLR 5X8 FLOATFLOWER RY2 WM	EA	$14.29
7711430	7711430 - PLANNER MON REFILL RY22 9X11	EA	$12.74
772102	772102 - BINDER FLEXI-VIEW .5	EA	$4.46
772130	772130 - FOLDER PSGD CLASS 2DIV LGL BE	BX	$62.89
772141	772141 - REFILL PEN G-2 FN 2/PK BLACK	PK	$1.09
7722728	7722728 - DESKPAD MON RY22 22X17 EXEC	EA	$8.40
7730764	7730764 - DESKPAD RY22 DOODLE 22X17	EA	$9.34
7736989	7736989 - REFILL WKLY RY22 5.5X8.5 SEAS	EA	$11.69
7740920	7740920 - PLANNER W/M RY22 6X9 EMLY HPYS	EA	$12.99
7741220	7741220 - PLR 8X11 FLORALSKETCH RY22 M	EA	$16.89
774497	774497 - TONER HP 201A CYAN	EA	$62.29
7747913	7747913 - CALENDAR RY22 24X36 WATRC	EA	$33.14
7752989	7752989 - TAPE WALL SAFE 3/4X650 4 PK	PK	$10.48
775425	775425 - FOLDER PSGD CLASS 2DIV LTR DBE	BX	$38.27
775512	775512 - PLANNER DLY UND 8X11 4PRSN BK	EA	$29.10
776184	776184 - TONER Q5949A HP BLK	EA	$108.18
776321	776321 - CALCULATOR PRINTING EL-1197P	EA	$64.49
776890	776890 - WIPE DISINFECTING CLOROX EA	EA	$2.47
7769519	7769519 - PLR 8X11 BACDARK RY22 WM	EA	$22.09
7779896	7779896 - CLEANER PAKIT HD APC 5 PURPLE	EA	$5.14
7782629	7782629 - PLNR 5X8 DITSY RY22 WKLYMTHLY	EA	$14.29
779390	779390 - CHALKSTICK DUSTLESS 12/BX ASTD	BX	$0.38
779964	779964 - PEN PM INKJOY 300RT 1.0 DZ BLK	DZ	$3.00
779982	779982 - PEN INKJOY 300RT O/S BE	DZ	$3.02
780129	780129 - HEADSET WIRELESS CS540	EA	$190.02
780219	780219 - HEADSET WIRELESS CS510	EA	$192.50
780237	780237 - HEADSET WIRELESS BINAURAL	EA	$208.62
7808340	7808340 - PLR 7X9 ALIGNED BLK RY22 WM	EA	$24.64
780845	780845 - CUTLERY KNIFE HVYMED 100CT WHT	BX	$3.01
780875	780875 - CUTLERY SPOON HVYMED 100CT WHT	BX	$3.67
780900	780900 - CUTLERY FORK HVYMED 100CT WHT	BX	$3.67
781242	781242 - MARKERS PRMNT FN RCYL 12PK BLK	DZ	$5.72
781602	781602 - INK HP 951 COMBO ALL COLORS	PK	$59.54
781692	781692 - INK HP 950 XL BLACK	EA	$42.71
781764	781764 - INK HP 951 XL CYAN	EA	$29.70
7818718	7818718 - PLANNER W/M RY22 8X11 SIGN GR	EA	$32.29
781985	781985 - POCKET ESYGRP LGL 5.25 10BX RR	BX	$20.44
781990	781990 - POCKET ESYGRP LTR 3.5 25BX RR	BX	$30.69
782034	782034 - INK HP 951 XL MAGENTA	EA	$29.70
782043	782043 - INK HP 951 XL YELLOW	EA	$29.70
7825526	7825526 - RULER FLEXIBLE AST 12CT	PK	$17.23
7849023	7849023 - ERASABLE YRLY RY22 48X32 GR	EA	$21.60
785460	785460 - HOOKS LARGE COMMAND	EA	$3.92
785636	785636 - POCKET FILE LGL 3.5EXP YW	EA	$1.96
786236	786236 - POCKET FILE LTR EXPAND 3.5	BX	$23.87
7866415	7866415 - PLANNER RY22 DAILY 8X5 BCA	EA	$17.43
7868614	7868614 - PLANNER RY22 WEEKLY 8X5 BLK	EA	$11.17
7877231	7877231 - PLANNER WKLYREFILL RY22 7X9	EA	$22.86
7877468	7877468 - PLANNER W/M RY22 8X10 QN BK	EA	$28.79
789279	789279 - COFFEE FRAC EXECST BBLEND 42BX	BX	$21.51
789306	789306 - COFFEE EXECSUIT BRKBOLD 42BX	BX	$22.27
789324	789324 - COFFEE EXECSTE BRKDECAF 42BX	BX	$22.36
7893437	7893437 - PLANNER DLY RY22 8X11 4PRSN BK	EA	$42.39
7897206	7897206 - DESKPAD MON RY22 22X17 DREAMS	EA	$14.44
7898507	7898507 - LAMCAL 36X24 BACDARK RY22 M	EA	$25.49

7900904	7900904 - PLANNER WKLY RY22 4X6 BLACK	EA	$9.71
7909198	7909198 - WALLCAL 15X12 FLORALMINI RY MO	EA	$10.39
7914703	7914703 - DESKPAD MON RY22 22X17 EZREAD	EA	$8.75
7916414	7916414 - PLANNER M RY22 8X10 SUNSETBRSH	EA	$11.04
792395	792395 - LINER REPRO 40x46 1.25M BK 100	CA	$16.55
792606	792606 - PLANNER DLY UND 9X11 OD 4PR BK	EA	$33.01
7926653	7926653 - PLANNER RY22 WEEKLY 11X9 BLK	EA	$28.04
7930169	7930169 - ERASABLE YRLY RY22 36X24 BL	EA	$26.85
7931245	7931245 - PLR 8X11 PERIWINKLE RY22 WM	EA	$19.30
7945953	7945953 - WALLCAL 11X8 BACDARK RY22 M	EA	$7.49
7955206	7955206 - PLR 5X8 ALIGNED BLK RY22 M	EA	$19.54
7958919	7958919 - PLANNER MON RY22 7X9 OD SILVER	EA	$14.29
795906	795906 - PAD PERF DKTGLD 8.5X11 CAN LGL	DZ	$28.21
7974728	7974728 - PLANNER W/M RY22 8X11 POLY GRY	EA	$23.79
7979091	7979091 - PLANNER W/M RY22 8X11 TRVW BK	EA	$28.98
7998115	7998115 - PLR 8X10 KISMET RY22 MTHLY	EA	$10.52
800278	800278 - LETTER OPNR STAINLSS STL GRIP	EA	$1.53
800515	800515 - FRAMELESS 21.5W9 ANTI GLARE	EA	$40.17
800529	800529 - TONER HP LJCE255X 2PK BLACK	PK	$377.22
8009637	8009637 - RFLL 5.5X8.5 WKLY TUL UTIMD 22	PK	$8.64
801178	801178 - DRIVE USB SANDISK 16GB	EA	$7.86
801187	801187 - DRIVE USB SANDISK 32GB	EA	$20.60
801219	801219 - TONER 508X LSRJT M553 CYAN	EA	$169.57
8019758	8019758 - PLR 5X8 FLORALMINI RY22 WM	EA	$14.29
8026103	8026103 - PLANNER MON RY22 9X11 CTMPO BK	EA	$22.39
802660	802660 - RIBBON SEIKO EPC UNIV BLK/RED	EA	$1.03
802680	802680 - SCREEN URINAL CHRRY DEODZ	DZ	$21.91
8028062	8028062 - LID SNAP 27GALLON 4PACK	CA	$35.99
8033618	8033618 - PLANNER MON RY22 9X11 NAVY	EA	$22.09
8038717	8038717 - CREAMER ES FRVAN 48CT/4CA	CA	$14.07
8057979	8057979 - CALENDAR MON RY22 12X27 OD	EA	$7.73
806849	806849 - HIGHLIGHTER TANK 36PK YELLOW	PK	$18.33
8074698	8074698 - PLANNER W/M RY22 3X6 PWR BK	EA	$12.34
8075505	8075505 - ORGANIZER UND 5.5X8.5 BLACK	EA	$24.69
807606	807606 - BOARD FORAY MAG D/E 11X14 WHT	EA	$7.25
8076721	8076721 - PLANNER RY22 WEEKLY 6X3 BLK	EA	$22.94
808857	808857 - CLIP BINDER SMALL 12/BX	BX	$0.40
808865	808865 - CLIP BINDER MED 12 CLIPS/BX	BX	$0.95
809939	809939 - POST-IT PAD 12/PK 1.5X2 ASTD	PK	$4.63
8105921	8105921 - PLANNER MON RY22 7X9 HRCVR BK	EA	$18.55
8106746	8106746 - PLANNER MON RY22 8X12 BK	EA	$17.51
810838	810838 - FOLDER LTR 1/3CUT 100BX MANILA	BX	$4.19
810846	810846 - FOLDER LGL 1/3CUT 100BX MANILA	BX	$8.14
810929	810929 - FOLDER HNG LTR 1/3CUT 25BX GRN	BX	$6.39
8113840	8113840 - PLANNER W/M RY22 8X11 WST MINT	EA	$12.34
8114592	8114592 - PLANNER MON RY22 4X6 2YEAR BK	EA	$8.49
8134828	8134828 - PLR 8X10 BLACK RY22 WM	EA	$21.44
813701	813701 - HP 87A BLACK TONER	EA	$201.27
8147976	8147976 - PLANNER W/M RY22 8X11 CTMPO GH	EA	$24.04
815480	815480 - BNDR D-RNG VIEW LTR 2 WE	EA	$7.19
815499	815499 - BNDR D-RING VIEW LTR 3 WE	EA	$8.82
815505	815505 - Binder HD View 1.5 Wht EA	EA	$5.51
815514	815514 - BNDR D-RNG VIEW LTR 1 WE	EA	$4.73
8162984	8162984 - PLANNER DLY RY22 8X11 4PRSN BK	EA	$50.99
817547	817547 - TONER HP 201X MAGENTA	EA	$70.64
8181794	8181794 - PLANNER WKLY RY22 7X9 BLACK	EA	$21.58
8186966	8186966 - LAMCAL 48X32 CLASSICRED RY22 M	EA	$22.49
8187510	8187510 - PLANNER RY22 MONTHLY 11X9 BLK	EA	$19.54
8189563	8189563 - PLANNER RY22 MONTHLY 9X7 BLK	EA	$10.55



819975	819975 - MOUSE TRACKBALL ERGO BLACK	EA	$97.80
8200177	8200177 - ERASABLE YRLY RY22 48X32 BL	EA	$21.60
820483	820483 - CALCULATOR DESKTOP MS-80S	EA	$9.79
821808	821808 - CLEANER DSNFCT WIPES FRSH EA	EA	$4.08
8218382	8218382 - PLR 5X8 GEMMA RY22 WM	EA	$18.69
8230282	8230282 - PLANNER WM RY22 8.5X11 BOLDVAR	EA	$14.94
8234617	8234617 - PLANNER WKLY RY22 7X9 BLACK	EA	$24.64
8235147	8235147 - REFILL 5.5X8.5 DLY TUL UNDATED	PK	$8.64
8236088	8236088 - PLANNER RY22 MONTHLY 11X9 PINK	EA	$24.64
8238539	8238539 - REFILL 2PPD RY22 KD	EA	$20.99
8242202	8242202 - PLANNER WKLY REFILL RY22 8X11	EA	$28.81
8245895	8245895 - PLANNER 5.5X8.5 PSSGS RY21 D	EA	$26.38
8249991	8249991 - PLANNER WKLY RY22 5X8 BLACK	EA	$18.69
8250800	8250800 - MOUSEPAD W RY22 9X8 BOLD VAR	EA	$6.49
825182	825182 - CLIP BINDER SM 3/4IN 144/PK	PK	$3.12
825190	825190 - CLIP BINDER MED 1.25IN 144/PK	PK	$15.51
8258756	8258756 - PLR 8X11 NIGHTFALL RY22 WM	EA	$16.89
8259410	8259410 - PLANNER SC 12M22 WKLY LRG BLK	EA	$19.46
826876	826876 - TAPE CORRECTION WITEOUT 10PK	PK	$12.88
8269143	8269143 - CALENDAR MON RY22 16X23 REPOS	EA	$15.59
8274363	8274363 - CALENDAR MON RY22 15X12 OD	EA	$15.29
827598	827598 - TONER 508X LSRJT M553 BLACK	EA	$133.87
8292078	8292078 - PLANNER W/M RY22 6X9 BDGFLR	EA	$22.94
829348	829348 - TONER CARTRIDGE HP 131A BLACK	EA	$72.99
829492	829492 - CARTRIDGE TONER 131X HP BLACK	EA	$94.99
8295901	8295901 - PLANNER DLY RY22 5X8 BLACK	EA	$22.29
829906	829906 - CARTRIDGE TONER 131A HP CYAN	EA	$93.99
829924	829924 - CARTRIDGE TONER 131A HP YELLOW	EA	$93.99
829933	829933 - CARTRIDGE TONER 131A HP MGNTA	EA	$93.99
830150	830150 - TONER HP 410A 3PK CMY	PK	$282.63
8302937	8302937 - REFILL TUL LT DLY 4PERSC UNDAT	PK	$5.32
8332387	8332387 - PLR 5X8 TILE RY22 WM	EA	$19.54
833522	833522 - HP410X HIGHYIELD TONER YELLOW	EA	$181.00
834270	834270 - NOTEBOOK 6PK 1SUBJ COLLEGE RLD	PK	$3.77
8348240	8348240 - PLANNER WM/ RY22 5X8 OD BLACK	EA	$16.89
8352740	8352740 - CALENDAR MON RY22 8X11	EA	$6.95
8362659	8362659 - PLNR 8X11 ANNA RY22 WKLYMTHLY	EA	$16.89
836603	836603 - BOARD CORK 4'X8' OAK FRAME	EA	$187.12
836645	836645 - BOARD BULLETIN 36X48 ALUM FRM	EA	$58.36
836652	836652 - BOARD CORK 4'x6' ALUM FRAME	EA	$103.66
836666	836666 - BOARD CORK 4'x8' ALUM FRAME	EA	$195.53
836999	836999 - STICKYBCK 718 IN SQ WHITES 32P	PK	$4.09
8370328	8370328 - CALENDAR MON RY22 12x27 EXEC	EA	$31.19
837278	837278 - BENT VALUE 8IN ASST	EA	$2.36
837584	837584 - POST-IT FLAGS VALUE PACK 5/PK	PK	$8.73
8378714	8378714 - PLANNER W/M RY22 8X11 CTMPO FR	EA	$32.29
8387408	8387408 - DESKPAD 22X17 MONROE RY22 MO	EA	$11.69
8394214	8394214 - PLANNER M RY22 3.5X6 GATSBY	EA	$4.54
839919	839919 - STAPLER 45 SHT ELEC BLK	EA	$80.84
839937	839937 - STAPLER 25 SHT ELEC BLK	EA	$40.41
8405994	8405994 - PLR 3X6 POPPIES RY22 WM	EA	$14.29
8409633	8409633 - DESKREFILL DLY RY22 3.5X6 FIN	EA	$15.97
8415914	8415914 - RFLL 5.5X8.5 WKLY TUL TIMED 22	PK	$11.04
8423485	8423485 - WALLCAL 15X12 FLUID RY22 MOO	EA	$10.39
8424812	8424812 - WALLCAL 15X12 MONROE RY22 MTHL	EA	$10.39
8425300	8425300 - PLR 5X8 PALMS RY22 WM	EA	$14.29
8431009	8431009 - PLR 5X8 SWISSDOT RY22 WM	EA	$19.49
843796	843796 - NOTES SELF-STICK OD 12PK DEEP	PK	$8.98
843992	843992 - CARTRIDGE HP Q7581A LSRJT CYAN	EA	$195.83

844008	844008 - CARTRIDGE TONER HP Q7582A YLW	EA	$182.49
844016	844016 - CARTRIDGE HP Q7583A MAGENTA	EA	$195.83
844282	844282 - DRIVE USB 32GB TURBO 3.0	EA	$18.10
844925	844925 - TONER DELL E310 HIGH YLD BLACK	EA	$44.09
8451562	8451562 - PLR 5X8 BLKSTRIPE RY22 DAILY	EA	$16.99
8457945	8457945 - PLANNER MON RY22 4X6 BDGFLR	EA	$6.79
8461670	8461670 - PLR 8X10 JADE RY22 MTHLY	EA	$13.51
8462756	8462756 - PLR 8X11 SWISSDOT RY22 WM	EA	$19.30
8463280	8463280 - PLANNER DLY RY22 8X11 2PRSN BK	EA	$48.44
8473867	8473867 - CLEANER PAKIT CARPET SPT 6 YEL	EA	$6.43
8481668	8481668 - PLANNER WM RY22 8.5X11 WTC GEO	EA	$14.94
8484178	8484178 - PLANNER RY22 MONTHLY 9X7 PINK	EA	$20.39
8486255	8486255 - CALENDAR MON RY22 15X22 SCENIC	EA	$19.46
852262	852262 - CARTRIDGE INK CANON CLI-36 CLR	EA	$13.66
8523157	8523157 - PLANNER WM RY22 3X6 WATCLR GEO	EA	$4.54
853197	853197 - CALCULATOR DESKTOP STANDARD	EA	$3.37
854656	854656 - purell prof original	EA	$18.91
855730	855730 - RUBBERBANDS SZ19 1#	BG	$3.07
8557976	8557976 - PLANNER WKLY RY22 5X8 NAVY	EA	$16.89
855883	855883 - RUBBERBANDS SZ33 1#	BG	$3.07
855916	855916 - PENCIL MECHANIC MEDIUM 36BX	BX	$9.40
8559213	8559213 - PLNR 8X11 REEBEKAH RY22 WKMO	EA	$16.89
856132	856132 - INK HP902XL BLACK	EA	$36.51
8563183	8563183 - DESKPAD MON RY22 22X17 BLUE	EA	$17.33
8576662	8576662 - PLR 8X11 LINDLEY RY22 WM	EA	$19.49
8587029	8587029 - PLANNER WKLY RY22 8X11 NAVY	EA	$25.49
8596904	8596904 - PLANNER W/M RY22 7X9 CNTEMP BK	EA	$19.30
8599309	8599309 - PLANNER MON RY22 7X9 ELV WHEAT	EA	$11.11
8606587	8606587 - PLANNER HC 12M22 WKLY LRG BLK	EA	$19.46
8632583	8632583 - PLANNER MON RY22 7X10 BLACK	EA	$18.69
8639520	8639520 - DESKPAD 22X17 FLUID RY22 MO	EA	$11.69
8639660	8639660 - PLR 8X10 ROSES RY22 MO	EA	$10.52
8649895	8649895 - PLANNER WM RY22 8.5X11 FLORAL	EA	$14.94
865486	865486 - PEN RETRCT VEL GEL .7MM DZ BLK	DZ	$5.43
865567	865567 - PEN RETRCT VEL GEL .7MM DZ BLU	DZ	$5.43
866355	866355 - TONER CE250A HP BLACK	EA	$146.42
866365	866365 - TONER CE250X HP BLACK	EA	$216.99
866370	866370 - TONER CE251A HP CYAN	EA	$293.36
866540	866540 - TONER CE253A HP MAGENTA	EA	$293.36
866545	866545 - TONER CE252A HP YELLOW	EA	$293.36
8666509	8666509 - CLEANER PAKIT BASIN 5 PINK	EA	$5.14
8666708	8666708 - PLANNER WKLY RY22 8X11 BURG	EA	$22.94
8673736	8673736 - PLR 8X11 ENTERPRISE RY22 WM	EA	$16.89
868313	868313 - FILE WALL UNBREAK 3 PK BLACK	PK	$7.92
8684116	8684116 - WALLCAL 11X8 JADE RY22 MTHLY	EA	$8.44
8685032	8685032 - DESKPAD MON RY22 18X11 QNOTE	EA	$14.44
8693507	8693507 - WALLCAL 15X12 FIELDS RY22 MO	EA	$10.39
8700556	8700556 - PLR 5X8 NIGHTFALL RY22 WM	EA	$14.29
8707210	8707210 - BATTERY BACKUP APC PR BR1500MS	EA	$214.23
8712309	8712309 - PLR 8X11 ROSES RY22 WM	EA	$19.30
8712705	8712705 - DIARY DLY RY22 7.5X9.5 HC RD	EA	$75.05
8713084	8713084 - PLR 3X6 SWISSDOT RY22 MO	EA	$4.41
8715481	8715481 - ERASABLE YRLY RY22 36X24 TAN	EA	$24.13
8722707	8722707 - PLR 8X11 PASSAGES RY22 WM	EA	$22.09
8733823	8733823 - PLANNER D/M RY22 5X8 QNOTE BK	EA	$26.77
873970	873970 - GLUE SUPER GORILLA 2/PK	PK	$3.01
874070	874070 - GLUE SUPER GORILLA 15G BOTTLE	EA	$4.34
874949	874949 - NOTES POST-IT 1.5X2 CA	PK	$11.68
874998	874998 - NOTES POST-IT 3X3 CA	PK	$25.12



8750032	8750032 - DESKPAD RY22 MANSBF 17X10	EA	$11.04
8755185	8755185 - CALENDAR MON RY22 16X23	EA	$12.65
8764010	8764010 - PLNR 3X6 COCORRINA RY22 MO	EA	$4.54
876576	876576 - fan oscillating power 7	EA	$19.55
877505	877505 - TAPE CORRECTION LP RCYCLD 2PK	PK	$3.43
878270	878270 - TONER HP CE505A BLACK	EA	$88.93
878310	878310 - TONER HP CE505X HIGH YIELD BLK	EA	$182.99
8788103	8788103 - PLANNER W/M RY22 8X11 EXEC BK	EA	$44.19
879126	879126 - ADHESIVE ADH DOT ROLL WHT	EA	$3.15
8791521	8791521 - PLR 9X11 ALIGNED BLK RY22 M	EA	$22.94
879363	879363 - SCISSORS NONSTK 8 STR GY/YW	EA	$9.26
8795164	8795164 - DESKPAD 17X11 WILDFLWR RY22	EA	$9.74
	MO		
879800	879800 - TAPE CORRCTION WITE-OUT PN 4PK	PK	$6.83
8798000	8798000 - PLR 5X8 PERIWINKLE RY22 WM	EA	$16.57
8803104	8803104 - PLR 8X10 BLUESTRIPE RY22 DAILY	EA	$26.64
8804810	8804810 - PLR 5X8 ROSES RY22 WM	EA	$16.57
8807589	8807589 - CALENDAR WALL RY22 12X17 WHITE	EA	$15.29
8812499	8812499 - RFLL 8.5X11 WM TUL RY22 DATED	PK	$11.04
8825870	8825870 - PLR 5X8 LAUREL RY22 WM	EA	$14.29
8826151	8826151 - PLANNER W/M RY22 8X11 VIENNA	EA	$16.40
8828629	8828629 - CALENDAR 3MON RY22 12X27	EA	$10.94
882896	882896 - SUNWORKS BLACK 9X12 CONS	PK	$1.12
882915	882915 - MOUSEPAD BLACK	EA	$0.78
883016	883016 - SUNWORKS WHITE 9X12 CONS	PK	$0.87
883024	883024 - SUNWORKS HOLIDAY RED 9X12 C	PK	$1.07
883741	883741 - TONER HP 81A ORG LJ BLACK	EA	$176.00
8838015	8838015 - PLR 8X11 MIMIPINK RY22 WM	EA	$16.89
883804	883804 - TONER HP 81X HY ORG LJ BLACK	EA	$268.87
8838984	8838984 - PLR 5X8 RAINBOW RY22 WM	EA	$14.29
8839996	8839996 - PLR 5X8 FULLBLOOMS RY22 WM	EA	$14.29
8841698	8841698 - PLANNER MON RY22 9X11 NAVY	EA	$21.24
8854394	8854394 - DESKREFILL WK RY22 5.5X7 FLPWK	EA	$27.19
8862179	8862179 - PLR 5X8 PEYTONW RY22 WM	EA	$12.74
8863026	8863026 - MONITORRISER PLUS BLACK	EA	$42.88
8867735	8867735 - PLANNER W/M RY22 5X8 VIENNA	EA	$12.83
888515	888515 - BANDS LTX FREE #117B ORG	BX	$4.25
890051	890051 - FRAME ROSEWD W/BK 8.5X11	EA	$7.76
891993	891993 - SHARPENER MANUAL DB HOLE	EA	$0.57
892006	892006 - BOARD DE MAG FORAY 8.5X11 BLK	EA	$4.66
8924865	8924865 - DESKPAD MON RY22 24X19 2COLOR	EA	$17.55
892501	892501 - SHARPENER X-ACTO TEACHER PRO	EA	$36.18
893021	893021 - TOWEL BNTY ESS 6BR SAS	PK	$6.60
893385	893385 - PENCIL DRAFTING SHARP .9MM 2PK	PK	$7.22
893460	893460 - PENCIL MECH TWST ERSE .7MM 2PK	PK	$4.22
8944955	8944955 - DESKPAD 22X17 MCKENNA RY22 MO	EA	$11.69
8947976	8947976 - PLANNER MON RY22 8X11 SGNT BR	EA	$31.44
895025	895025 - COFFEE 100% CLMB DCF 42/2 OZ	CA	$42.31
895046	895046 - SEATTLE ROAST 42/2.50OZ	CA	$45.53
8954112	8954112 - FILTER HCPRIVACY 3M 23.8 WSCRN	EA	$168.51
8955322	8955322 - PLANNER W/M RY22 8X11 CTMP BK	EA	$30.59
8959694	8959694 - PLANNER MON RY22 7X9 BLACK	EA	$20.39
896164	896164 - WASTEBASKET OD RECYC 28QT BLU	EA	$3.61
8981204	8981204 - CLEANER PAKIT NNACD BTL 12 RED	EA	$2.89
8981535	8981535 - PLANNER RY22 DAILY 8X5 BLACK	EA	$22.09
8981626	8981626 - DESKPAD MON RY22 22X17 FLORAL	EA	$21.33
8982832	8982832 - PLR 8X11 RUEDUFLORE RY22 WM	EA	$16.99
8987033	8987033 - PLANNER RY22 MONTHLY 11X8 BLK	EA	$11.75
899051	899051 - TONER HP 37A LJ BLACK	EA	$158.96

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899440	899440 - GLOVE NTRL SFSKN MED	BX	$11.87
899445	899445 - TONER HP CLJ CC530A 2PK BLACK	PK	$195.99
9004811	9004811 - TAPE WALL SAFE 800 IN 6 RLS	PK	$13.56
9007036	9007036 - PLANNER MON RY22 8X11 PKQN BK	EA	$24.05
9012182	9012182 - PLR 5X8 REBEKAH RY22 WM	EA	$14.29
9024734	9024734 - LAMCAL 48X32 JUMBO RY22 M	EA	$19.49
9026535	9026535 - PLANNER W/M RY22 8X11 ELV BK	EA	$21.24
9032521	9032521 - CALENDAR WALL M RY22 15X23 PAR	EA	$10.87
9034637	9034637 - CALENDAR MON RY22 24X12 QN	EA	$19.12
903508	903508 - PAPER KRAFT 36X1000 ROLL WHITE	EA	$68.76
9038516	9038516 - REFILL WKLY RY22 3.25X6.5	EA	$12.74
904224	904224 - TONER COLOR LASERJET 00A BLK	EA	$102.99
904392	904392 - TONER COLOR LASERJET 01A CYAN	EA	$113.94
904408	904408 - TONER COLOR LASERJET 02A YEL	EA	$113.94
904416	904416 - TONER HP COL LSRJT PRN MAGENTA	EA	$113.94
905443	905443 - BIN WEAVE LARGE BLACK	EA	$7.99
905739	905739 - CALCULATOR GRAPHING TI-83 PLUS	EA	$97.29
9058479	9058479 - PLR 5X8 POPPIES RY22 WM	EA	$16.14
906035	906035 - PENCIL #2 TICONDEROGA 48BX YLW	BX	$6.20
9079991	9079991 - PLR 5X8 KISMET RY22 WM	EA	$19.30
908194	908194 - STAPLER DESK STD FULL BLACK	EA	$13.20
908210	908210 - STAPLER ECON FULL STRIP BLACK	EA	$4.36
908996	908996 - SHARPENER PENCIL MODEL KS	EA	$9.30
909403	909403 - BATTERY LITHIUM ENERGIZER	PK	$2.06
909713	909713 - RUBBERBAND PCG #117B 7 1#	BX	$3.49
9097742	9097742 - SWEETENER TRUVIA 140 CT	BX	$15.72
9098987	9098987 - DESKPAD RY22 FURRY 22X17	EA	$13.59
910422	910422 - TAPE HIGHLAND MENDING 1/2IN	RL	$1.04
910430	910430 - TAPE INVISIBLE 3/4 X36YD	RL	$0.82
910630	910630 - FASTENER PICTURE RMVBL 3PK	PK	$3.07
9106547	9106547 - PLR 8X11 BAKAHBLUE RY22 WM	EA	$16.89
911220	911220 - DUSTER OFFICE DEPOT 10oz	EA	$4.26
911245	911245 - DUSTER OFFICE DEPOT 10oz 3PK	PK	$20.38
911587	911587 - TONER UF9000 10K YLD BLACK	EA	$124.18
9117573	9117573 - PLANNER WKLY RY22 3X6 BLACK	EA	$20.79
911900	911900 - CHAIRMAT VALUE 36X48	EA	$9.54
912329	912329 - PAD STAMP #2 FELT BLACK	EA	$2.48
9123908	9123908 - PLANNER DLY RY22 8X11 24/7 BK	EA	$52.69
9127410	9127410 - PLANNER M RY22 8X10 KNT GOODN	EA	$8.44
913036	913036 - DRIVE USB STORE N GO 4GB	EA	$6.56
9132278	9132278 - DESKPAD MON RY22 22X17 BLUE	EA	$10.45
9135858	9135858 - PLR 8X10 ANALEIS RY22 M	EA	$16.89
913819	913819 - MARKERS CRAYOLA FINE 10PK	BX	$2.87
9140566	9140566 - PLANNER WKLY RY22 5X8 BLACK	EA	$9.05
914097	914097 - LABEL IJ FILE WHT 750CT	PK	$17.02
9146762	9146762 - PLR 8X11 JADE RY22 WM	EA	$16.89
915128	915128 - REFILLS SLVR FOIL 15SHEETS BLU	PK	$7.25
9152691	9152691 - REFILL 1PPD RY22 5.5X8.5 EMLY	EA	$25.99
9154193	9154193 - PLANNER W/M RY22 8X11 SIGN NVY	EA	$29.74
9160446	9160446 - REFILL WKLY RY22 8.5X11	EA	$12.73
916374	916374 - TONER HP 201A MAGENTA	EA	$62.29
9163957	9163957 - PLANNER MON RY22 7X9 OD BLACK	EA	$15.19
916403	916403 - LABEL LSR ADDR WHT 7500CT	BX	$49.00
9164603	9164603 - CALENDAR WALL RY22 12X17 WHITE	EA	$14.44
916585	916585 - CARD LSR POST WHT 100CT	BX	$12.78
9166776	9166776 - WALLCAL 11X8 DITSY RY22 MTHLY	EA	$8.44
916924	916924 - BINDER DP WPF PSBD 11X8.5 DBL	EA	$6.43
917110	917110 - DVD+R 4.7GB 16X 100PK SPINDLE	PK	$14.95
9179789	9179789 - PLANNER W/M RY22 6X9 BTFDAY	EA	$18.78

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9189740	9189740 - PLANNER HC 12M22 WKLY XL BLK	EA	$19.46
9197583	9197583 - DESKPAD RY22 MONTHLY 11X8.5	EA	$4.08
920489	920489 - TONER HP 30X BLACK HY LASERJET	EA	$84.30
920538	920538 - TRAY COIN 9.75X7.5X1.5 PTY	EA	$22.67
9219228	9219228 - WALLCAL 11X8 COCORRINA RY22 M	EA	$8.44
9220962	9220962 - REFILL 8.5X11 WM TUL UNDATED	PK	$11.30
9229157	9229157 - WALCAL 15X12 POPIES RY22 MTHLY	EA	$12.34
9235355	9235355 - PLANNER WKLY RY22 8X11 HRD BK	EA	$25.03
923763	923763 - REFILL UND 4.5X8 PLASTICBASE	EA	$27.98
9243736	9243736 - PLR 5X8 JADE RY22 WM	EA	$14.29
9256216	9256216 - RFLL 8.5X11 WKLY TUL TIMED 22	PK	$14.44
9257039	9257039 - PLANNER WKLY RY22 5X8 NAVY	EA	$13.25
927071	927071 - TONER HP ORIGINAL 202A BLACK	EA	$55.97
9271932	9271932 - DESKPAD MON RY22 10X16 FOLDABL	EA	$10.39
9274568	9274568 - CALENDAR MON RY22 12X27 CONT	EA	$19.12
9275947	9275947 - REFILL 8.5X11 DLY TUL UNDATED	PK	$11.30
927751	927751 - BNDR D-RNG VIEW LTR 4 WE	EA	$11.03
927760	927760 - BNDR D-RNG VIEW LTR 5 WE	EA	$18.22
9300809	9300809 - DESKPAD MON RY22 22X17 LANDSCP	EA	$20.90
9303081	9303081 - CLEANER PAKIT AUTUMN DEE 5 AQU	EA	$8.07
930585	930585 - BOARD FORAY CORK 12X18 DECOR	EA	$8.80
9320197	9320197 - PLANNER W/M RY22 8X11 BDGWV	EA	$25.49
9327183	9327183 - FILTER PRIVACY MACBOOK PRO 13	EA	$38.15
9328953	9328953 - DESKPAD 22X17 STRIPE RY22 MO	EA	$11.11
933366	933366 - DIVIDER PREM CPPR REINF 5CLEAR	ST	$0.59
933416	933416 - INDEX JAN-DEC 11X8.5 COPR REIN	ST	$2.84
933515	933515 - INDEX INSERT 11X8.5 CLEAR 5/ST	ST	$0.86
933531	933531 - INDEX INSERT 11X8.5 CLEAR 8/ST	ST	$1.04
934315	934315 - COVER PSBD 11X8.5 CLTH BLK	EA	$1.19
934331	934331 - COVER PSBD 11X8.5 CLTH DKBLU	EA	$1.33
934547	934547 - HP410A TONER CYAN	EA	$104.27
9346009	9346009 - PLANNER WKLY RY22 8X11 ACT BK	EA	$32.47
935759	935759 - FOLDER PRSBD W/FASTENER 25/BX	BX	$45.92
935767	935767 - FOLDER PRSBD W/FASTENER 25/BX	BX	$53.31
935775	935775 - FOLDER TOP-TAB FAST LTR 25/BX	BX	$54.25
935783	935783 - FOLDER TOPTAB FASTNR EXP 25/BX	BX	$56.28
935791	935791 - FOLDER 1/3 LTR 1IN PB 1&3 25	BX	$29.91
935809	935809 - FOLDER PRSBD W/.FASTENER	BX	$41.87
9362930	9362930 - DIARY DLY RY22 4X7 STD HC RED	EA	$38.92
9364379	9364379 - DIARY W/M RY22 3X6 FDRY BKLTHR	EA	$19.49
936448	936448 - FRESHNER FBRZ AIR SPRING 2CT	EA	$5.58
937128	937128 - POCKET FILE LTR EXPAND 5.25	PK	$9.32
9371371	9371371 - PLR 8X11 FLOATFLOWER RY2 WM	EA	$16.89
9374755	9374755 - ERASABLE YRLY RY22 36X24 RD	EA	$16.70
937649	937649 - FOLDER LGL 2PLY MANILA.	BX	$17.58
9377449	9377449 - PLANNER MON RY22 9X11 CTMPO GH	EA	$20.87
938001	938001 - FOLDER PRSBRD 2FSTNR LGL 25/BX	BX	$60.85
9380572	9380572 - MONITORRISER STANDARD GRAPHITE	EA	$18.78
9382125	9382125 - ERASABLE YRLY RY22 36X24 RD	EA	$19.49
9388655	9388655 - PLANNER W/M RY22 8X11 EMLY ST	EA	$16.89
9390108	9390108 - TASK PLANNER UNDATED 9X7 BLK	EA	$21.61
939422	939422 - CABLE HDMI ETHERNET 4FT	EA	$5.95
9404980	9404980 - LAMCAL 36X24 BS GRTA AY22 M	EA	$19.49
940584	940584 - CARTRIDGE HP Q6471A LSRJT CYAN	EA	$142.96
940648	940648 - CARTRIDGE HP Q6472A LSRJET YLW	EA	$142.96
940650	940650 - PAPER 30% REC OD CASE 10-REAM	CA	$63.14
940688	940688 - CARTRIDGE Q6473A LASERJET MAGN	EA	$142.96
9410269	9410269 - PLANNER WKLY RY22 3X5 BLACK	EA	$14.44
941815	941815 - POST-IT PAD RECYCLED 1.5X2 DZ	DZ	$19.86



9429105	9429105 - PLR 8X11 ALIGNED BLK RY22 WM	EA	$26.34
9437722	9437722 - PLANNER W/M RY22 7X9 OD BLACK	EA	$15.59
9437812	9437812 - DESKPAD MON RY22 22X17 BURG	EA	$17.33
944280	944280 - LABEL LSR FILE BLUE 1500CT	BX	$19.58
9447686	9447686 - CALENDAR MON RY22 24X12	EA	$11.20
9450114	9450114 - DESKPAD RY22 MANSBF 22X17	EA	$13.59
945261	945261 - BADGE NAME LASER PLAIN WHITE	BX	$42.41
9466860	9466860 - CLEANER PAKIT VLTA DEO 5 PRP	EA	$8.07
9467819	9467819 - DESKPAD MON RY22 22X17 OD	EA	$2.59
947242	947242 - CLAY MDL 4-1/4LB AST	PK	$2.06
947671	947671 - SEALS 2 DIA GOLD 44/PK	PK	$2.02
947943	947943 - NoteBk 2days/pg 9x11 Undtd	EA	$19.12
948265	948265 - ERASABLE 3-MON UND 36X24 BL	EA	$21.12
948486	948486 - 5PK 8GB USB 2.0 FLASH DRIVE	EA	$29.22
949362	949362 - CRAYON CRAYOLA 3-5/8 16-COLOR	BX	$0.61
950055	950055 - MARKER CLSC CRAYOLA 8PK ASTD	PK	$2.04
950162	950162 - CRAYONS 8CT CRAYOLA	BX	$0.54
9515766	9515766 - REFILL RY22 DAILY 6X4 WHITE	EA	$3.56
951690	951690 - BOARD FORAY CORK 24X36 ALUM	EA	$21.72
951774	951774 - BOARD FORAY MAG D/E 36X48 ALUM	EA	$65.19
951837	951837 - BOARD FORAY MAG D/E 24X36 ALUM	EA	$26.65
951851	951851 - BOARD FORAY MAG D/E 48X72 ALUM	EA	$149.03
951962	951962 - PAINT WATERCOLOR W/BRUSH 8/SET	ST	$1.16
952036	952036 - TONER HP ORIGINAL 202A YELLOW	EA	$66.32
952733	952733 - PEN RT GEL G2 1.0MM DZ BLACK	DZ	$12.91
9534936	9534936 - CALENDAR MON RY22 15X12 MKNZ	EA	$10.39
9536223	9536223 - CALENDAR 3MON RY22 12X27	EA	$19.80
953895	953895 - UPS 750 VA AVR 12 OUTLETS	EA	$114.28
953923	953923 - UPS 1000 VA LCD 8 OUTLETS	EA	$152.01
9543157	9543157 - PLANNER W/M RY22 5X8 OD SILV	EA	$15.19
9544893	9544893 - DESKPAD MON RY22 22X17 BLUEGRY	EA	$9.75
9545592	9545592 - WALLCAL 15X12 MCKENNA RY22 MO	EA	$10.39
954572	954572 - SPRAYER TRIGGER ALLPURPOSE	EA	$2.89
9549318	9549318 - CALENDAR MON RY22 15X12 ELEVAT	EA	$16.14
9552580	9552580 - REFILL 2PPD RY22 3.75X6.75 SEA	EA	$16.72
9555227	9555227 - DESKREFILL DLY RY22 5X7 BRKHRT	EA	$48.02
9564056	9564056 - DIARY DLY RY22 7.75X12 HC RD	EA	$88.22
9568313	9568313 - PLR 5X8 BLUESTRIPE RY22 DAILY	EA	$18.71
957118	957118 - FOLDER LTR STCT 2FSTNRS 25/BX	BX	$53.31
958033	958033 - TAPE BOOK MENDING 1.5X15	RL	$3.80
9580736	9580736 - REFILL 2PPD UND 8.5X11	EA	$8.44
9580739	9580739 - REFILL 2PPD UND 5.5X8.5	EA	$7.79
9587274	9587274 - REFILL 2PPD RY22 5.5X8.5	EA	$33.14
9595383	9595383 - WALLCAL 15X12 RUEDUFLOR RY22 M	EA	$12.74
9596699	9596699 - REFILL UND GRID 5.5X8.5 EMLY	EA	$8.44
961609	961609 - BOARD FORAY CORK 24X36 DECOR	EA	$21.72
961875	961875 - BOARD FORAY MAG D/E 11X14 WHT	EA	$7.61
9622514	9622514 - PLR 5X8 WILDFLWR RY22 WM	EA	$16.57
9631148	9631148 - PLANNER W/M RY22 9X11 OD SILV	EA	$14.94
9634164	9634164 - PLR 8X11 ORCHID RY22 WM	EA	$16.89
9634336	9634336 - PLR 8X11 RAINBOW RY22 WM	EA	$16.89
963439	963439 - CLIP BINDER LARGE 12/BX	BX	$2.32
963447	963447 - PAD PERF DKT 8.5X11 CAN LGL	DZ	$9.88
963561	963561 - LABEL LSR ADDR FLO YEL 750CT	PK	$11.54
9635775	9635775 - RFLL 8.5X11 WKLY TUL UTIMED 22	PK	$11.30
9647183	9647183 - PLR 5X8 VASE RY22 WM	EA	$14.29
965232	965232 - TAPE CORRECTION OD 12PK	PK	$13.22
9653249	9653249 - PLANNER W/M RY22 7X9 100PC BK	EA	$27.19
9653780	9653780 - PLR 8X11 POPPIES RY22 WM	EA	$16.89



966945	966945 - CLIPS PAPER #1 GEM 100/BX	BX	$0.22
9671984	9671984 - PLANNER DLY RY22 5X8 BK	EA	$22.94
968332	968332 - TONER HP 83X HY BLACK	EA	$73.54
9688849	9688849 - PLNR 5X8 ANNA RY22 WKLYMTHLY	EA	$14.29
9695828	9695828 - PLANNER W/M RY22 7X9 EVECO NT	EA	$13.45
9698289	9698289 - PLR 8X10 BLUSH RY22 MTHLY	EA	$10.52
9701421	9701421 - REFILL UND BUDGET 5.5X8.5 EMLY	EA	$11.69
970450	970450 - CERTIFICAT UNIQ W/SEAL 25PK BL	PK	$1.43
970478	970478 - CERTIFICATE W/SEAL OPT 25 GRN	PK	$2.23
970485	970485 - CERTIFICATE OPT W/SEAL 25 GOLD	PK	$6.22
9709010	9709010 - PLANNER MON RY22 9X11 MVPG BK	EA	$24.64
9712451	9712451 - DESKPAD RY22 DOODLE 18X11	EA	$9.34
971753	971753 - TONER HP 201X CYAN	EA	$70.64
973087	973087 - BIN MODULAR LATCHING 6QT CLR	EA	$2.75
9731382	9731382 - FILTER PRIVACY MACBOOK PRO 15	EA	$39.11
9732568	9732568 - DISPENSER NAPKIN COUNTER BLACK	CA	$6.14
9734367	9734367 - WALLCAL 15X12 PEYTONNVY RY22 M	EA	$11.24
9734451	9734451 - PLANNER TUL 8.5X11 UNDAT NAVY	EA	$19.54
9742778	9742778 - PLANNER M RY22 5X8 WTRCLR GEO	EA	$12.34
9744023	9744023 - ORGANIZER UND 5.5X8.5 DSTRS BR	EA	$38.70
9744024	9744024 - ORGANIZER UND 5.5X8.5 MERLOT	EA	$31.84
975384	975384 - CARTRIDGE LASER HP Q5942X	EA	$228.08
9753981	9753981 - CALENDAR MON RY22 15X22 PUPPY	EA	$12.10
975674	975674 - DIGITAL VOICE RECORDER WS-852	EA	$51.40
976336	976336 - DIV OD BIGTAB INS 8T CLEAR 4PK	ST	$4.82
976344	976344 - divider index 8tab/4pk astd	ST	$4.82
9764384	9764384 - DESKPAD 22X17 ENTERPRSE RY22 M	EA	$14.44
9770183	9770183 - CALENDAR YRLY RY22 24X36 V/H	EA	$10.40
9773048	9773048 - TONER REPL HP 87A BLACK	EA	$130.89
977952	977952 - CARTRIDGE LASERJET Q6470A BLK	EA	$170.58
9781365	9781365 - REFILL WKLY RY22 5.5X8.5	EA	$15.29
9782247	9782247 - PLANNER TUL 8.5X11 UNDT LTH BL	EA	$22.22
9791534	9791534 - REFILL MON RY22 8.5X11	EA	$9.59
9797958	9797958 - CALENDAR MON RY22 11X8.5	EA	$6.95
9800358	9800358 - KEYBOARD/MOUSE ADVANCED MK540	EA	$53.99
9826996	9826996 - CALENDAR MON RY22 7X8	EA	$7.64
9827332	9827332 - PLANNER TUL 8.5X5.5 UNDT PU NY	EA	$12.60
9831393	9831393 - NOTEBOOK STELLAR 1S CR 100 WHT	EA	$2.33
9832784	9832784 - WALCAL 15X12 ROSE RY22 MONTHLY	EA	$11.69
9834476	9834476 - NOTEBOOK STELLAR 1S CR 100 MNT	EA	$2.33
9834843	9834843 - CALENDAR MON RY22 11X8 QN	EA	$7.30
9835613	9835613 - NOTES CUBE DISPENSER FULL COV	EA	$8.89
9837707	9837707 - PLANNER RY22 WEEKLY 6X3 BLU	EA	$22.94
9842583	9842583 - PLANNER TUL 8.5X5.5 UNDT LT TL	EA	$18.58
984560	984560 - CLEANER DSNFCT WIPES LMN 6EA	EA	$5.83
9845658	9845658 - DESKREFILL DLY RY22 3.5X6 PHOT	EA	$33.06
9848091	9848091 - PLANNER MON RY22 7X9 QNOTE BK	EA	$22.77
9851919	9851919 - NOTES SS CUBE AQUA 3X3	PK	$7.41
9855005	9855005 - CREAMER ES HALF N 48CT/4CA	CA	$14.07
9855375	9855375 - NOTES EXTREME 3X3 GN	PK	$16.10
9862550	9862550 - CALENDAR MON RY22 15X12	EA	$15.29
	CONTMP		
9867063	9867063 - PLANNER WKLY RY22 8X11 NVY	EA	$25.49
9867859	9867859 - NOTES EXTREME 3X3	PK	$16.10
9871900	9871900 - CALENDAR MON RY22 9X8 TODAYIS	EA	$46.23
987956	987956 - TONER HP ORIGINAL 202A CYAN	EA	$66.32
988071	988071 - PORTFOLIO KT PCKT W/FAST LGRN	PK	$4.40
9882857	9882857 - PLANNER RY22 WEEKLY 9X7 BLACK	EA	$15.11
9883152	9883152 - PLANNER TUL 5.5X8.5 UNDT LT BL	EA	$24.62



9890634	9890634 - PLANNER TUL 8.5X11 UNDT LT TL	EA	$21.90
9898774	9898774 - LAMCAL 36X24 ADRIANA RY22 M	EA	$25.49
9910910	9910910 - DIARY W/M RY22 3X4 FDRY BLK	EA	$8.83
991120	991120 - BATTERY COPPERTOP D 12PK	PK	$10.31
991152	991152 - BATTERY COPPERTOP AAA 36 CT	BX	$19.65
9914312	9914312 - PLANNER W/M RY22 7X9 BLACK	EA	$25.49
991764	991764 - TONER HP LJ 126A BLACK	EA	$45.82
992232	992232 - CARTRIDGE LASERJET HP Q5949X	EA	$185.43
992280	992280 - CARTRIDGE HP LJ 4250/4350	EA	$182.00

9925716	9925716 - PLANNER DLY RY22 8X11 PWR BK	EA	$15.38
9932710	9932710 - PLANNER RY22 WEEKLY 11X9 RED	EA	$28.04
9952105	9952105 - PLR 8X11 GILI RY22 WM	EA	$16.89
9952695	9952695 - CALENDAR MON RY22 15X12	EA	$15.29
9961207	9961207 - NOTES EXTREME 3X3 MX	PK	$16.10
9967003	9967003 - CALENDAR MON RY22 9X12 TODAYIS	EA	$34.25
9994287	9994287 - DESKPAD MON RY22 22X17 OD	EA	$1.83
9994649	9994649 - NOTEBOOK STELLAR 3S CR 150 BLK	EA	$3.11

Contract Approval Request - Waydon Enterprises, LLC Renewal

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Contract Approval Request - Waydon Enterprises, LLC Renewal	11/19/2021	Cover Memo
	Nov 18, 2021 Waydon, Lease Agreement extension for 2022	11/19/2021	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: Waydon Enterprises, LLC

VALUE: $43,368 total, $3614/month

TERM: 1/1/22 – 12/31/22

CONTRACT TYPE: Building Rental

SERVICE DESCRIPTION: Rental of storage space for Dive Team and Hazmat Team

DEPARTMENT(S): Dive Team, Emergency Management

COMMENTS: Contract is inclusive of all utilities. This is a one-year renewal with no change in cost.

Please the Purchasing Department at (810) 989-6375 with any questions. Thank you.

COUNTY OF ST.CLAIR



ADDENDUM C

Lease Agreement

Between County of St. Clair, MI (the County) and Waydon Enterprises, LLC (the Lessor)

Date: November 16, 2021 **Document**: Agreement Extension

The County and the Lessor have agreed to extend the contract effective January 1, 2019, for lease of 175 – 15th Street, Marysville, Michigan 48080. All terms and conditions of the agreement will remain unchanged with the exception of:

A. Lessor's address is: Waydon Enterprises, LLC
1002 Michigan Street, Port Huron, Michigan 48060

B. The new expiration date is December 31, 2022

FOR THE LESSOR:

BY: _____ DATE: 11-18-2021
Wayne Brusate, Waydon Enterprises LLC

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller

Contract Renewal Request - Kerr Albert - BizSupplies

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Contract Approval Request - Kerr Albert_BizSupplies 2024	11/22/2021	Cover Memo
	BizSupplies Kerr Albert Coop Contract TIPS 6.30.24	11/22/2021	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

☒ BOC POLICY COMPLIANCE
☒ REVIEWED BY CORP COUNSEL

☐ INCREASE WITHIN CPI-U
☐ VALUE LESS THAN THRESHOLD

VENDOR: Kerr Albert (reseller) through BizSupplies

VALUE: $330,000

TERM: Through 6/30/2024

CONTRACT TYPE: Office Supplies

SERVICE DESCRIPTION: Cooperative Office Supply contract, through The Interlocal Purchasing System (TIPS)

DEPARTMENT(S): Countywide

COMMENTS: This contract renewal allows the County to continue with the TIPS cooperative contract #210401 with BizSupplies. Kerr Albert is an authorized reseller.

The Interlocal Purchasing System

Purchasing Made Personal

AWARDED VENDOR

Printed 15 November 2021

www.bizsupplies.com

BizSupplies

BizSupplies

B U AUTOMATED VENDOR /U (DO NOT SEND PO TO TIPS) EMAIL PURCHASE ORDER TO: RUSHELLE@BIZSUPPLIES.COM PO MUST REFERENCE TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	8901 Tehama Ridge Pkwy, Ste	NAME	Charlie Martin
CITY	Fort Worth	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	76177	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y **HUB: Y**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

Overview

Office Products, Office Supplies, Industrial Supplies, Teaching Supplies, Office Furniture, Teaching Furniture, School Supplies, Teaching Products, First Aid Supplies, PPE Supplies, Janitorial Supplies, Art Supplies, Drafting Supplies, Computer Supplies,Janitorial Supplies, Toner, Machines, Chairs, Desks, Tables, Lockers, Safety Supplies, Printers, Printing Supplies

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
191003	Electronics and Appliances, Goods and Services	01/31/2023	See EDGAR Certification Doc.
200106	Janitorial and Sanitation Supplies and Services	03/31/2023	See EDGAR Certification Doc.
200105	Technology Solutions Products and Services	05/31/2023	See EDGAR Certification Doc.
180902	Classroom and Teaching Aids Goods and Services	11/30/2021	See EDGAR Certification Doc.
210102	Emergency Responder Supplies, Equipment and Services	03/31/2024	See EDGAR Certification Doc.
210401	Office and School Supplies Products and Services	06/30/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

180902

Rushelle Wetzel	President	(866) 533-9459	rushelle@bizsupplies.com
Shannon Kelly	Vice President	(866) 533-9459	shannon@bizsupplies.com

191003

Rushelle Wetzel	President	(866) 533-9459	rushelle@bizsupplies.com
Shannon Kelly	Vice President	(866) 533-9459	csr@bizsupplies.com

200105

Rushelle Wetzel	President	(866) 533-9459	rushelle@bizsupplies.com
Shannon Kelly	Vice President	(866) 533-9459	csr@bizsupplies.com

200106

Rushelle Wetzel	President	(866) 533-9459	rushelle@bizsupplies.com
Shannon Kelly	Vice President	(866) 533-9459	csr@bizsupplies.com

210102

Rushelle Wetzel	President	(866) 533-9459	rushelle@bizsupplies.com
Shannon Kelly	Vice President	(866) 533-9459	csr@bizsupplies.com

210401

Rushelle Wetzel	President	(866) 533-9459	rushelle@bizsupplies.com
Shannon Kelly	Vice President	(866) 533-9459	csr@bizsupplies.com

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"

Resellers

15 November 2021

Reseller	Phone	Fax
Biogreen of San Antonio 4103 Springview DrSan AntonioTX78222	biogreensa.com	
Construction Product Marketing 3815 East Grove Street	(480) 206-2309 www.constructionproductmarketing.com	
Edusmart 5815 W. Willam Cannon Dr #106 Austin, TX 78749		
EJ's Cleaning Services, Inc. 2010 Martin Little Rock, AR 72204	(501) 951-1555	
ESC Brands LLC 433 Cambridge Rd	(336) 655-2219 www.escbrands.com	
Frontier Business Products 3250 Quentin Street Unit 210 Aurora CO 80011	(303) 390-3600 www.FBPOnline.com	(303) 390-3636
Infini-D Learning 2230 N University Pkwy #6A	(801) 885-6335 https://infinidlearning.com/	
Kerr Albert Office Supply 1121 Military Street Port Huron, MI 48060	(810) 984-4129 www.kerralbert.com	(810) 984-2921
Monarch Office Furniture 2202 113th Str. #114 Grand Prarie, TX 75050	(972) 314-9333 www.monarchofficefurniture.com	(972) 314-9338
National Fleet Tracking 800 Southwest Big Bend Trail	(855) 438-4771 https://nftbusview.com	(817) 769-6352
Optimum Consultancy Services LLC 9800 Richmond Ave Suite 480	(713) 505-0300 www.optimumcs.com	
Orel Energy Solutions PO Box 101598	(682) 209-1766 www.orelenergysolutions.com	

Reseller	Phone	Fax
Rodgers Wade Manufacturing	(877) 567-9233	(903) 739-2505
1401 3rd Street SW	https://shop.rodgerswade.com/	
Share Corporation	(414) 355-4000	(414) 355-4150
7821 Faulkner Rd	sharecorp.com	
ZippSlip (Permissions Safe Inc)	(571) 338-1479	(800) 249-4524
44050 Ashburn Plaza	www.zippslip.com	

TIPS VENDOR AGREEMENT

Between RSC Supplies Inc (dba BizSupplies) **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210401 Office and School Supplies, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned

Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation
If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures
Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the

TIPS Member.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law
The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process
Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures
The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures

and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate

Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210401 Office and School Supplies, Products and Services

RSC Supplies Inc (dba: BizSupplies)
Company Name

8901 Tehama Ridge Pkwy Ste 127 #218
Address

Fort Worth TX 76177
City State Zip

866-533-9459 800-249-4524
Phone Fax

rushelle@bizsupplies.com
Email of Authorized Representative

Rushelle Wetzel
Name of Authorized Representative

President
Title

Signature of Authorized Representative

5/10/21
Date

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 6-24-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210401
BizSupplies
Supplier Response

Event Information

Number: 210401
Title: Office and School Supplies, Products and Services
Type: Request for Proposal
Issue Date: 4/1/2021
Deadline: 5/21/2021 03:00 PM (CT)
Notes: If you currently hold TIPS Contract 180902 Classroom and Teaching Aids Goods and Services ("TIPS Contract 180902"), TIPS encourages you to respond to this solicitation as it also covers classroom and teaching goods and services. If you currently hold TIPS Contract 180902 and choose not to respond to this solicitation, you will be required to respond to a similar replacement solicitation later in the year.

If you currently hold TIPS Contracts 200903 Books, Library, and Educational Materials AND/OR 210301 Academic Curriculum, Instructional Materials and Services, that current contract covers all of your offerings and you are happy with the pricing/terms, there is no need to respond to this Solicitation unless it is your preference to hold multiple contracts that allow the same offerings.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

BizSupplies Information

Address: 8901 Tehama Ridge Pkwy
Suite 127 #218
Fort Worth, TX 76177
Phone: (866) 533-9459
Fax: (800) 249-4524
Toll Free: (866) 533-9459

By submitting your response, you certify that you are authorized to represent and bind your company.

Rushelle Wetzel
Signature

rushelle@bizsupplies.com
Email

Submitted at 5/18/2021 3:56:20 PM

Supplier Note

Seller's prices are subject to a 15% floor. All UPSable orders over 75.00 include FREE shipping.

Requested Attachments

Agreement Signature Form

210401 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

WBE_Certificate_information for RSC-Biz.docx

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210401 TIPS Price Form 1 & 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

Tips Vendor references.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services — Proposed Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL — HUB Certificate.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty — 210401 Biz Warranty Letter.docx

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement — 210401 VENDOR AGREEMENT.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 — 210401 TIPS Price Form 1 & 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary — Proposed Services.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks — BIZSUPPLIES LOGO.pdf

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION — Certificate by Corp Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL — *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form — 210401 Confidential Status Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form — W9 BizSupplies.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. YES
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. Yes
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) Office Products, Office Supplies, Industrial Supplies, Teaching Supplies, Office Furniture, Teaching Furniture, School Supplies, Teaching Products, First Aid Supplies, PPE Supplies, Janitorial Supplies, Art Supplies, Drafting Supplies, Computer Supplies,Janitorial Supplies, Toner, Machines, Chairs, Desks, Tables, Lockers, Safety Supplies, Printers, Printing Supplies
6	**Primary Contact Name** Primary Contact Name Rushelle Wetzel
7	**Primary Contact Title** Primary Contact Title President
8	**Primary Contact Email** Primary Contact Email rushelle@bizsupplies.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8665339459

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002494524

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8174759700

12 **Secondary Contact Name**

Secondary Contact Name

Shannon Kelly

13 **Secondary Contact Title**

Secondary Contact Title

Vice President

14 **Secondary Contact Email**

Secondary Contact Email

csr@bizsupplies.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8665339459

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8002494524

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8665339459

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Rushelle Wetzel

19 **Admin Fee Contact Email**

Admin Fee Contact Email

rushelle@bizsupplies.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8665339459

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Rushelle Wetzel

22 **Purchase Order Contact Email**

Purchase Order Contact Email

rushelle@bizsupplies.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8665339459

24 **Company Website**

Company Website (Format - www.company.com)

www.bizsupplies.com

25 **Federal ID Number**

Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789)

[redacted]

26 **Primary Address**

Primary Address

8901 Tehama Ridge Pkwy, Ste 127 #218

27 **Primary Address City**

Primary Address City

Fort Worth

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

76177

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Office Products, Office Supplies, Industrial Supplies, Teaching Supplies, Office Furniture, Teaching Furniture, School Supplies, Teaching Products, First Aid Supplies, PPE Supplies, Janitorial Supplies, Art Supplies, Drafting Supplies, Computer Supplies,Janitorial Supplies, Toner, Machines, Chairs, Desks, Tables, Lockers, Safety Supplies, Printers, Printing Supplies

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Fort Worth

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TX

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

5%

36 **Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

37 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

39 **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

40	**Years experience in category of goods or services** Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. -3
41	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). Yes
42	**Pricing discount percentage are guaranteed for?** Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? YES
43	**Right of Refusal** Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? Yes
44	**NON-COLLUSIVE BIDDING CERTIFICATE** By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45	**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?** Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form No
46	**Filing of Form CIQ** If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? No
47	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
48	**Regulatory Standing** Regulatory Standing explanation of no answer on previous question. *No response*
49	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50	**Suspension or Debarment Instructions** Instructions for Certification: 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

52 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes

53

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56	**2 CFR PART 200 Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
57	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
58	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes

59 **2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

60 **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

61 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

62	**2 CFR PART 200 Ban on Foreign Telecommunications** Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor agree? Yes
63	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
64	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

65	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

66	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES

67	**Indemnification** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? Yes
68	**Remedies** The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms? Yes, I Agree
69	**Remedies Explanation of No Answer** *No response*

70 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

71 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

72 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

73 **Infringement(s) Explanation of No Answer**

No response

74 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

75	**Payment Terms and Funding Out Clause** Payment Terms: TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? Yes
76	**Insurance and Fingerprint Requirements Information** <u>Insurance</u> If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. <u>Fingerprint</u> It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

77

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

78 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

79 **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

80 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

81 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

83 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

84 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

85 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86	**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.** If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). *No response*
87	**Long Term Cost Evaluation Criterion # 4.** READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. increases will be 5% or less annually per question
88	**Required Confidentiality Claim Form** Required Confidentiality Claim Form This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com
89	**Choice of Law clauses with TIPS Members** If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect. Agreed
90	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed

9 1	**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity** This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate. Agreed
9 2	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
9 3	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
9 4	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
9 5	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Sanger ISD	Susan Kwast	skwast@sangerisd.net	940-458-7438
Dawson Education Cooperative	Veronica Nelson	veronican@dawsonesc.com	870-246-3077
Alief ISD	Judy Coronado	Judith.Coronado@aliefisd.net	281-498-8110

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Biz Supplies (RSC Supplies Inc)
(Name of Corporation)

I, Jennifer Cobb (Name of Corporate Secretary) **certify that I am the Secretary of the Corporation named as OFFERER herein above; that**

Rushelle Wetzel

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

Jennifer Cobb
SIGNATURE

1-21-21
DATE

TIPS RFP # 210401

Required Confidential Information Status Form

RSC Supplies Inc (dba: BizSupplies

Name of company

Rushelle Wetzel / President

Printed Name and Title of authorized company officer declaring below the confidential status of material

8901 Tehama Ridge Pkwy, Ste 127#218 Ft Worth, TX 76177 (866) 533-9459

Address **City** **State** **ZIP** **Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential **and *DO NOT* desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- OR ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Rushelle Wetzel Date 5/10/21

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1832827310900**
File/Vendor Number:	**517222**
Approval Date:	**30-MAY-2019**
Scheduled Expiration Date:	**30-MAY-2023**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RSC SUPPLIES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 30-AUG-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev.06/19



8901 Tehama Ridge Pkwy.
Suite 127 #218
Fort Worth, TX 76177
(866)533-9459
FAX (800)249-4524

May 10, 2021

TIPS RFP 210401

To whom it may concern,

RSC Supplies Inc (dba: BizSupplies) supports the manufacturer warranties on all products we sell. We also provide a 30-day return policy on any products purchased that can be returned in original packaging to the vendor.

Rushelle Wetzel
President
rushelle@bizsupplies.com

NCTRCA

Women Business Enterprise (WBE)

Certification Expiration: July 31, 2020

Issued Date: July 18, 2018

CERTIFICATION NO. WFWB96487N0720

Everything for the Workplace CATALOG

We've made it fast and easy for you to find exactly what you need.

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Our catalog is simple to use and makes shopping easy. Your first stop is a wide selection of office furnishings; then office supplies, technology and janitorial and safety products appear in alphabetical order by product type. For example, you'll find File Folders in the "F" section and Printers and Printing Supplies in the "P" section.

Shopping for specific areas of your business or specific applications? See our nine "breakout" sections.

Furniture features office suites, reception needs, chairs, files, storage cabinets, panels and more

Art & Drafting includes drawing and drafting supplies

Breakroom has snacks, coffee and beverages, plates, cups, utensils and small appliances

Cleaning & Sanitation features janitorial and maintenance products

Computer Accessories has technology accessories such as keyboards, mice and wrist rests

First Aid & Healthcare has medicines and bandages

Pack & Ship has tape, boxes, packing materials and mail sorters

Safety & Security has locks, protective gear, radios and fire extinguishers

Tablet & Smartphone Accessories has cases, screen protectors, mobile chargers and more

At the back of the book, you'll find a complete alphabetical product/manufacturer/brand index and a glossary of icons.

Furniture	Bookcases • Computer Furniture • Files • Hospitality Cabinets • Meeting Room • Office Suites • Seating • Sit/Stand Workstations • Storage • Tables • Table Desks	8–300
A	Air Cleaners	301–302
Art & Drafting	Art Boards • Art Paper • Erasers & Rulers • Markers • Pencils • Roll & Flat Files • Tables	303–314
B	Badges & Accessories • Batteries • Binders • Binding Systems • Boards & Easels • Books • Breakroom Supplies • Business Cases	315–415, 494–503
Breakroom	Appliances • Beverage Carts • Candy & Snacks • Coffee & Beverages • Coffee Brewers • Cups & Plates • Food Service Supplies • Tableware	416–493
C	Calculators • Calendars • Cameras • Card Filing & Cards • Carts • Cash Handling • Catalog Racks • Cleaning & Sanitation Supplies • Clipboards • Clips • Clocks • Coat Racks & Hangers • Computer Accessories • Copy Holders • Correction Supplies	504–612, 699–716, 790–798
Cleaning & Sanitation	Cleaning Products • Cleaning Tools & Supplies • Hand Sanitizers & Soaps • Restroom Supplies • Towels & Tissues	613–698
Computer Accessories	Cables • Cleaners • Data Storage • Keyboards & Drawers • Mice • Monitor Filters • Mouse Pads • Routers • Security • Speakers & Webcams • Stands	717–789
D	Desk Accessories • Dictation Equipment	799–840
E	Envelopes	841–857
F	Expanding Files • Fans • File Folders • File Jackets & Wallets • File Storage Boxes • First Aid Supplies • Flags • Flashlights • Forms • Frames • Portable Files • Wall Files	858–955, 971–1002
First Aid & Healthcare	Defibrillators • Disposable Gloves • First Aid Kits & Supplies • Medicinals	956–970
G-K	Glues & Adhesives • Hand Trucks • Headsets • Heaters • Indexes • Key Control • Knives	1003–1046
L	Label Holders • Label Makers & Printers • Labels • Laminators • Lamps • Lightbulbs • Literature Files & Organizers • Literature Holders & Suggestion Boxes • Literature Racks & Displays	1047–1105
M	Magnifiers • Maps • Mats	1106–1116
N	Notebooks	1117–1131
Pack & Ship	Boxes, Tape, Tubes & Wrapping Paper • Cushions & Bubblewrap • Folders • Labels • Mail Carts • Mail Sorters • Moisteners • Padded Mailers • Scales • Security Bags • Tags	1132–1162
P	Pads & Holders • Paper & Paper Rolls • Pencils • Pencil Sharpeners • Pens, Highlighters & Markers • Posters • Printers, Copiers, Fax Machines, Scanners & Typewriters • Printing Supplies & Ribbons • Public Address Systems • Punches	1163–1398
R	Report Covers • Rubber Bands • Rulers	1399–1418
Safety & Security	Crowd Control • Eye, Ear & Face Protection • Fire Protection • Locks & Mirrors • Personal Protection Equipment • Safety Vests • Sorbents • Supports • Two-Way Radios • Work Gloves	1419–1436
S	Scissors • Sheet Protectors • Shredders • Signs • Stamps • Staplers • Step Stools & Ladders • Surge Protectors & Power Supplies • Surveillance Cameras & Accessories	1437–1521
Tablet/Smartphone Accessories	Car Mounts • Cases • Keyboards • Mobile Charging • Screen Protectors • Stands • Stylus Pens	1522–1534
T	Tags & Pricemarkers • Tape & Dispensers • Telephones • Time Cards • Time Clocks • Tools • Trimming Boards • Televisions & Display Mounts	1535–1576
W	Waste Can Liners • Waste Receptacles	1577–1600

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Contract Renewal Request - Diamond Drugs

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Renewal Request - Diamond Drugs	11/22/2021	Cover Memo
🗋	Diamond Drugs	11/22/2021	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

☒ BOC POLICY COMPLIANCE
☐ REVIEWED BY CORP COUNSEL

☐ INCREASE WITHIN CPI-U
☐ VALUE LESS THAN THRESHOLD

VENDOR: Diamond Drugs

VALUE: $220,000 annually

TERM: Through 10/31/22

CONTRACT TYPE: Inmate Pharmaceuticals

SERVICE DESCRIPTION: Cooperative Pharmaceutical contract, through MMCAP

DEPARTMENT(S): Intervention Center

COMMENTS: This cooperative contract addendum extends the expiration of the pharmaceutical contract to 10/31/22, allowing St. Clair County to purchase on contract through that date.

DocuSign Envelope ID: D9262832-F773-4F29-898B-5820E46BB55A

AMENDMENT NO. 6 TO MMCAP INFUSE CONTRACT NO. MMS17017

THIS AMENDMENT NO. 6 ("**Amendment**") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse ("**MMCAP Infuse**") and Diamond Drugs, Inc., a corporation with an address of 645 Kolter Drive, Indiana, PA 15701 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS17017 on April 1, 2018 ("**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor amended certain terms and conditions of the Original Contract by the way of Amendments 1-5; together, Original Contract and Amendments 1-5 will be referred to as "**Agreement**";

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications:

Revision 1: Article 1.2 of the Agreement will be revised to the following:

> **1.2** ***Expiration date***: October 31, ~~2021~~ 2022 or as cancelled pursuant to Article 24. This Contract may be extended ~~one additional year~~ upon mutual agreement of both parties.

Except as herein amended, the provisions of the Agreement between the parties are hereby expressly reaffirmed and remain in full force and effect.

VENDOR: Diamond Drugs, Inc.
The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Mark J. Zilner
Signature:
Title: Chief Executive Officer, Owner
Date: 4/23/2021

STATE OF MINNESOTA FOR MMCAP INFUSE
In accordance with Minn. Stat. 16C.03, Subd.3

Name: DocuSigned by: Michelle Korpela
Signature: Michelle Korpela
450F253EFE4D41F...
Date: 4/23/2021

COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. 16C, Subd. 2

Name: DocuSigned by: Jennifer Vanderplaats
Signature: Jennifer Vanderplaats
CD83E8166C664D1...
Date: 4/23/2021

Contract Extension Approval - Ace Golf Netting

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	CONTRACT APPROVAL REQUEST - Ace Golf Netting ext 3.2022	11/22/2021	Cover Memo
	ACE Golf Netting Addendum A 3.2022	11/22/2021	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: Ace Golf Netting

VALUE: Not to exceed $52,950

TERM: One time purchase

CONTRACT TYPE: Purchase Agreement

SERVICE DESCRIPTION: Provide and install litter fencing

DEPARTMENT(S): Landfill

COMMENTS: ACE Golf Netting is unable to schedule installation in 2021; contract expiration date extended to March 31, 2022.

COUNTY OF ST.CLAIR



ADDENDUM A

Between County of St. Clair, MI (the County) and Ace Golf Netting (the Provider)

Date: November 16, 2021 **Document**: Agreement Extension

The County and the Provider have agreed to extend the Litter Fencing contract effective 10/22/21. All terms and conditions of the agreement will remain unchanged with the exception of, and the addition of the following:

- Contract expiration date of 3/31/22

FOR THE PROVIDER:

BY: _____ DATE: _____
Charlie Parker, Ace Golf Netting

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller

Contract Lease Extension - Colony Marine

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Lease Extension - Colony Marine	11/23/2021	Cover Memo
🗋	Colony Marine contract	11/23/2021	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: Colony Marine

VALUE: $72,000 ($24,000/annually)

TERM: 3 Years, 1/1/22 – 12/31/24

CONTRACT TYPE: Building lease

SERVICE DESCRIPTION: 5793 Pt. Tremble Road: office spaces (including utilities), 4 boat wells, winter storage for 4 boats and jet skis, use of hoist/boat ramp/inside work area, 2 parking spaces, 2 storage sheds.

DEPARTMENT(S): Sheriff's Marine Division

COMMENTS: This is a lease extension with no increase in price

Please contact the Purchasing Department at (810) 989-6375 with any questions.

COLONY MARINE
• EST. 1958 •

ST. CLAIR SHORES • ALGONAC • PONTIAC

www.colonymarine.com

November 11, 2021

St. Clair County Sheriff's Department
200 Grand River Avenue, Suite 203
Port Huron, MI 48060

This agreement will run from January 1, 2022 through December 31st 2024 and be between the County of St. Clair, Sheriff's Department Marine Division and Colony Marine for use of the facilities located at 5793 Pte. Tremble Road, Pearl Beach, MI 48001. This agreement includes Addendum A.

The lease agreement is a package price including the following:

Office Space Including Utilities 572 sq ft
Additional Office Space – Front Apartment 598 sq ft
Storage Space Above Service Center Office
4 Boat Wells W/Electricity and Water
Winter Storage Inside for 4 Boats and Jet Skis, 1 Boat Outside
Use of Hoist / Boat Ramp During Business Hours
Use of Inside Work Area For Any Emergency Boat Repairs
2 Parking Spaces
2 Storage Sheds on our Property

Total Annual Package Price 2022 - 2024 $24,000.00 Monthly $2,000.00

X _____

Colony Marine Sales & Service, Inc.
Peter G. Beauregard, President

X _____

St. Clair County Sheriff's Marine
Patrol Division
(** Authorized Signer Please)

COUNTY OF ST.CLAIR



Contract between County of St. Clair, Michigan and Colony Marine

ADDENDUM A

Indemnification.

Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.

Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

County Right to Suspend Services.

Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section. The County will provide a thirty (30) day written notice of such cancellation.

Governing Laws/Consent to Jurisdiction and Venue.

This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

Peter G. Beauregard, President
Colony Marine Sales & Service, Inc.

St. Clair County Sheriff

County Administrator
County of St. Clair, Michigan

Contract Renewal Request - Citrix

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request - Citrix Library 2022	12/1/2021	Cover Memo
🗋	Citrix_ST CLAIR COUNTY-CRM SA Renewal	12/1/2021	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: Citrix

VALUE: $14,300

TERM: 1/5/22 – 1/4/23

CONTRACT TYPE: Software Maintenance

SERVICE DESCRIPTION: Virtual Apps and Desktop

DEPARTMENT(S): Library

COMMENTS: This renewal is for Virtual Apps and Desktop VMware that is used for all Library branches. 4% increase in cost.

ST CLAIR COUNTY
Org ID: 50759987
200 Grand River Ave
Ste 204,
Port Huron, MI, 48060-4017, USA
Phone: (810) 9852258

Quote ID
Q-02308310

Reference Number

Quote Created Date
11/30/2021

Quote Expires
12/31/2021

Quote Status
Staged

SRP(USD)
14,300.00

Program Discount(USD)
0.00

Additional Customer Discount (USD)
0.00

Late Fees (USD)
0.00

Last Modified Date
11/30/2021 6:09:05 PM

Configuration Finalized Date
11/30/2021 6:08:55 PM

Issued By: North America: Citrix Systems, Fort Lauderdale

Review the Quote
Review the quote you requested to renew the following Citrix Maintenance program offerings. This quote is not valid if past the expiration date or if not approved.

Transact the Quote
To transact this quote, please access our online renewal tool located at www.citrix.com/myaccount/renew or contact your Citrix Sales Representative.

More Information
For more information and the terms and conditions of Citrix Maintenance programs, please visit www.citrix.com/support/programs/.

If you do not have a current license program registration or other applicable agreement, maintenance is offered under the Easy program registration terms on www.citrix.com and your order will confirm your acceptance of those terms.

Price excludes any applicable customs, taxes, shipping or other local country fees.

Final PSRP (USD)
14,300.00

Service Level: Select Product Suite	Transaction Type	Serial Number	Program Level	Current Service End Date	New Service Start Date	New Service End Date	User Count	Final PSRP (USD)
Citrix Virtual Apps and Desktops Advanced Edition - Per User/Device	Renewal	LA-0002554325-27908	Easy	1/04/2022	1/05/2022	1/04/2023	275	14,300.00

Disclaimer: This is not an offer or price commitment. Citrix does not control reseller prices or discounts. If you are purchasing through a reseller, please contact your reseller for a quotation. These prices and discounts exclude any applicable customs, taxes, shipping or other local country fees. Nothing contained in any purchase order or any other document submitted to a reseller or Citrix shall in any way add to or otherwise modify the Contract terms. End user license and service terms are posted at https://www.citrix.com/buy/licensing/agreements.html and license program terms are posted at https://www.citrix.com/buy/licensing/programs/. Consulting and education services terms are posted at https://www.citrix.com/support/consulting/consulting-education-terms.html. Subscription licenses and software maintenance begin with delivery of license keys. Citrix Cloud and education subscriptions and managed services begin with Citrix provisioning the service. The Start Date and End Date for an initial Citrix Cloud subscription is provided as an estimate; the actual Start Date and End Date is based on when Citrix provisions the service. For a Citrix Cloud subscription expansion or renewal, the Start Date and End Date are as stated, provided the order is placed prior to the Start Date or quote expiration date. If you purchase a multi-year subscription license, Citrix Cloud or education subscription, managed service or software maintenance, or multi-year renewal, your purchase is for the full value of all years of the offering, even if required payments are annual. In the event you fail to pay any annual payment, and such default shall continue for a period of thirty (30) days, then any and all remaining amounts for the relevant offering shall become immediately due and payable. If you purchase a Cloud subscription under a consumption-based license model, your purchase constitutes your agreement to be invoiced for and pay for consumption at intervals and pricing as defined in the license model. If you purchase an auto-renewing subscription license, Cloud subscription (which includes Cloud consumption models), education subscription, managed service or software maintenance, your purchase constitutes your agreement to auto-renewals for the same term as initially purchased, and to auto-renewals for your other purchased offerings of the same nature for the same term as initially purchased for each. You maintain the right to give notice of non-renewal prior to any auto-renewal. Citrix will provide e-mail notice of each renewal (other than those under Cloud consumption models) at least sixty (60) days in advance of renewal. Each Cloud consumption model invoice shall constitute an auto-renewal notice under consumption models. Renewal options for subscription licenses, Cloud and education subscriptions, managed services and software maintenance available in your ordering location are identified at: https://www.citrix.com/buy/licensing/citrix-cloud-services-renewals.html. Ensure you confirm the renewal option for any offering you purchase prior to purchase. You may view your renewals selection for your purchased offerings at any time at http://www.mycitrix.com/account. Unless you complete a renewal through a Citrix authorized reseller, you understand and agree that auto-renewal will be through and due and payable to Citrix. Fees may increase and discounts may not apply to renewals. All Orders, including renewals, are subject to acceptance by Citrix in its discretion. Payments to Citrix are due net 30 days after the date of its invoice. All purchases are final, with no right to a refund, except as expressly provided under the applicable license or service terms. Citrix reserves the right, in its discretion, to suspend or terminate subscription and service offerings or any portion thereof for non-payment of the corresponding fees. All Customer information provided by or on behalf of Customer for offerings must be current, complete and accurate, and Customer is responsible for keeping such information updated.

Contract Renewal Request - St. Clair County Mental Health Authority - Day Treatment/Night Watch

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request -SCCCMH DTNW	12/1/2021	Cover Memo
🗋	DayTxNightwatch-FY21	12/1/2021	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: St. Clair County Community Mental Health Authority

VALUE: $59,507

TERM: 10/1/20 - 9/30/21

CONTRACT TYPE: Service contract

SERVICE DESCRIPTION: Juvenile Mental Health services

DEPARTMENT(S): Day Treatment/Night Watch

COMMENTS: St. Clair County DTNW contracted with SCCCMHA for another year of mental health services for Juvenile participants. This contract covers 2 full time mental health therapists for the Traditional DTNW program. The cost has not increased from the prior year of $59,507. This amount has been budgeted in the Child Care fund and will be reimbursed by the State at 50%.

INTERAGENCY AGREEMENT

Between the

ST. CLAIR COUNTY 31ST CIRCUIT COURT: FAMILY DIVISION

And the

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

October 1, 2020 through September 30, 2021
(12 Months)

Regarding:

CHILDREN'S SERVICES PROGRAM/ DAY TREATMENT/NIGHTWATCH
(Services to be Provided)

This contract is between the ST. CLAIR COUNTY 31st CIRCUIT COURT: FAMILY DIVISION, an agency of the County of St. Clair, (hereinafter called "FAMILY DIVISION"), and ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY (hereinafter called the "AGENCY").

CONTRACT PROVISIONS

I. SERVICES:

A. The AGENCY agrees to provide those services to all individuals meeting the program descriptions outlined in Attachment A.

B. General Administration and responsibility is to rest with the governing AGENCY Board and its chosen director, but the FAMILY DIVISION shall reserve the right to advise in those matters arising which may conflict with the best interest of the County or established rules of City, County, or State Agencies.

C. The AGENCY agrees that all records relative to this contract shall be available at any reasonable time for examination or audit by personnel authorized by the FAMILY DIVISION. The AGENCY further agrees to retain all consumer treatment records or other documents related to this contract for seven (7) years and allow the FAMILY DIVISION the right to examine and audit this information as requested by the FAMILY DIVISION.

D. The AGENCY's staff shall work cooperatively with the FAMILY DIVISION and its staff and shall meet together as necessary for the purpose of program planning, evaluation, coordination, training and special projects.

II. REIMBURSEMENT/BUDGET:

A. The AGENCY will submit invoice to the FAMILY DIVISION of the annual cost of services via "Posted Rates" (Attachment B and C) provided in FY 2020 once all the encountered services are entered.

B. The payment obligation of the FAMILY DIVISION to the AGENCY is limited to cover non-Medicaid program participants (General Fund cost) up to $59,507.00 for FY2021.

C. The funding for this contract may be reduced by FAMILY DIVISION provided the AGENCY is given 30 days notice prior to the effective date of the reduction and the reasons for the reduction.

III. POLICY MANDATES:

A. The AGENCY will be in compliance with CMH ORR Policies and Procedures and specifically: that all consumers to be served by this agreement will, at the time of application, be informed of their rights, the functions of the local and state Office of recipient rights and the Agency Rights Advisory. Rights of recipients shall be guaranteed by the AGENCY and the FAMILY DIVISION as stated in Chapter 7 of the Mental Health Code and Part 7 of the Administrative Rules. All recipient rights complaints must be reported to the CMH Recipient Rights Officer within 24 hours.

B. The AGENCY agrees that all CMH employees having contact with individuals receiving public mental health services receive in-person training on recipient rights within 30 days.

C. Both the AGENCY and FAMILY DIVISION agree that all consumer information related to mental health treatment maintained by either party and/or reviewed or shared with either party shall be deemed confidential. All consumer information submitted to and maintained by the AGENCY shall be deemed confidential.

D. The AGENCY will be in compliance with all necessary Federal and State Laws and Regulations and to have applied for and received all necessary certifications and will upon request by the FAMILY DIVISION provide evidence of compliance with laws and regulations and all necessary certifications. Such laws/acts include but are not limited to: Rehabilitation Act of 1973 (29 USC sec. 794), Americans with Disabilities Act of 1990, Fair Housing Act Amendments of 1988, Michigan Handicapper Civil Rights Act of 1990, Education for all Handicapped Children Act of 1972, Michigan Mandatory Special Education Act, Whistle Blower's Act of 1980. At the sole discretion of the FAMILY DIVISION, breach of this covenant may be regarded as a material breach of the contract and cause for termination.

IV. STANDARD PROVISIONS:

A. All liability, loss or damage as a result of claims, demands, costs or judgement arising out of activities to be carried out pursuant to the obligations of the AGENCY under this contract shall be the responsibility of the AGENCY, and not the responsibility of the FAMILY DIVISION, if the liability, loss or damages is caused by, or arises out of, the actions of failure to act on the part of any AGENCY member, employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the AGENCY or employees have as provided by statute or modified by court decisions. The AGENCY agrees to save harmless and indemnify the FAMILY DIVISION from and against all loss, liability, or expense that may be incurred by reason of any claim arising out of or in connection with the AGENCY's work. The AGENCY shall have no liability judgements arise out of or actions or failure to act on the part solely of the FAMILY DIVISION.

B. All liability, loss or damage as a result of claims, demands, costs or judgement arising out of activities to be carried out pursuant to the obligations of the FAMILY DIVISION under this contract shall be the responsibility of the FAMILY DIVISION, and not the responsibility of the AGENCY, if the liability, loss or damages is caused by, or arises out of, the actions of failure to act on the part of any FAMILY DIVISION member, employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the FAMILY DIVISION or employees have as provided by statute or modified by court decisions. The FAMILY DIVISION agrees to save harmless and indemnify the AGENCY from and against all loss, liability, or expense that may be incurred by reason of any claim arising out of or in connection with the FAMILY DIVISION's work. The FAMILY DIVISION shall have no liability judgements arise out of or actions or failure to act on the part solely of the AGENCY.

C. The FAMILY DIVISION will provide written notification to the AGENCY when an alleged material and substantial violation of this contract is believed to have occurred. The FAMILY DIVISION may require a plan of correction. If the FAMILY DIVISION requires a plan of correction which the AGENCY does not agree with, the AGENCY may appeal.

D. In the event that circumstances occur which substantially reduce or otherwise interfere with the parties' ability to perform their respective obligations under the contract, immediate notification to the other party is required. A meeting shall be convened as soon as possible in order to determine the immediate course of action and possible resolution of the situation.

E. If any provision of this contract is deemed to be invalid or unenforceable by a Court, this contract shall be considered divisible as to such provision and such provisions shall be inoperative. The remaining provisions of this contract, however, shall be valid and binding and of like effect as though such provisions were not included herein.

F. The contract and its referenced attachments are intended by the parties to constitute the entire and integrated understanding between them. No oral amendments can be made to this contract.

G. Both the AGENCY and FAMILY DIVISION affirm that no principal, representative, agent or employee of the AGENCY or anyone acting on behalf of or legally capable of acting on behalf of the AGENCY shall engage in activities which are incompatible or in conflict with the discharge of their duties and responsibilities under the contract. At the sole discretion of the FAMILY DIVISION breach of this convenant may be regarded as a material breach of the contract and cause for termination.

H. An action for breach of this contract cannot be brought more than six (6) years after the occurrence of the cause of action.

I. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

V. CONTRACT SPECIFIC:

A. To maintain insurance coverage for the FAMILY DIVISION purchased services, including but not limited to the following specific insurance coverages:
   1. Professional Liability Insurance
   2. Comprehensive Fire and Theft Insurance
   3. Administrative & Personnel Policy Errors and Omissions Insurance
   4. Bodily injury and property damage, comprehensive, personal protection insurance, property protection insurance and catastrophic claims protection in accordance with the requirements of the Michigan no-fault automobile insurance statute on all vehicles used to transport recipients.

   The AGENCY, upon request, will provide the FAMILY DIVISION with evidence of insurance coverage by an authorized company.

B. The AGENCY shall ensure that any staff providing service under this agreement are properly credentialed and have obtained privileges to provide such service. This AGENCY will provide to the FAMILY DIVISION, upon request, the credentialing and privileging process used by the AGENCY.

C. The AGENCY shall ensure that any staff providing service under this agreement are culturally competent, having the requisite ability to properly serve those individuals with particular cultural concerns/needs. These can include but are not limited to religious, ethnical, geographical, and/or disability considerations.

D. Any correspondence, reports or other communication necessary to the implementation or performance of this contract is to be directed as follows:

   To the FAMILY DIVISION: Mike McMillan, SCC Probate/Family Court Administrator
   201 McMorran Blvd.,
   Port Huron, MI 48060
   (810) 985-2090

   Craig Chipman, Day Treatment/Night Watch Program Coordinator
   1238 Michigan Road, Port Huron, MI 48060
   (810) 985-5390

To the ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY:

Heidi Fogarty: Day to day operations
3111 Electric Avenue, Port Huron, MI 48060
(810) 987-9700

Brooke Sniesak: Contract Manager
3111 Electric Avenue, Port Huron, MI 48060
(810) 985-8900

E. That attachments to this agreement by reference herein and attached hereto are incorporated into this agreement and do not require individual signatures.

Attachment A: Program Description
Attachment B: Posted Rates (Effective 4/1/2019 – 4/3102020)
Attachment C: Posted Rates (Effective 5/1/2020)

VI. TERMINATION:

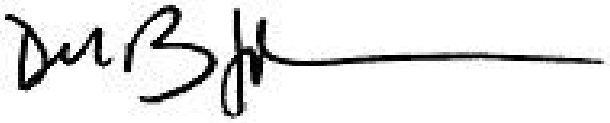
A. Upon termination of the contract specific program(s), the funds forwarded to the AGENCY by the FAMILY DIVISION as a prepayment for services shall be returned to the FAMILY DIVISION immediately, or at the sole discretion of the FAMILY DIVISION, may be withheld from any future payment to the AGENCY.

B. This contract may be terminated at the discretion of either party with written notification to the other for any of the following reasons:
1. Reduction in funding
2. Material breach of contract
3. The party determines or has reason to believe that the health, safety, and welfare of a consumer is jeopardized by continuation of agreement.
4. Either party commits any fraud or misrepresentation relating to the services performed under this contract.
5. End of the term of the contract.
6. Advance notice of 60 days.

C. In the event a new contract or contract amendment is not signed by the expiration date of this agreement, the terms, conditions and funding levels contained herein shall remain in effect automatically until a new contract or contract amendment is entered into or termination occurs, as provided pursuant to the termination provisions set forth herein.

D. The termination of this agreement shall not release the AGENCY from any obligation to provide continuing medically necessary services to a consumer until the consumer can be transferred to the

care of another provider. FAMILY DIVISION shall make payments to the AGENCY for such covered services in accordance with the terms of this agreement.



Signed: Tuesday, November 30, 2021

Debra Johnson
SCC CMH Authority Executive Director

Date:_____

Michael McMillan
SCC Probate/Family Court Administrator

Date:_____

Karry Hepting
Administrator/Controller

Date:_____

ATTACHMENT A

St. Clair County Community Mental Health Authority

PROGRAM DESCRIPTION

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1. **AGENCY & PROGRAM NAME:** Day Treatment/Nightwatch
2. **PRIMARY SITE LOCATION:** 1238 Michigan Road, Port Huron, MI 48060
3. **PROGRAM/SERVICE:** Intensive Outpatient (SED Children)
4. **SUPERVISOR:** Heidi Fogarty

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5. **PROGRAM PURPOSE:**

Intensive Outpatient services are intended to be a vital component within our integrated service delivery system. This service is intended to reduce needs for out of home placement and/or to serve as a step-down program from residential services for families whose treatment needs are chronic and intense in nature, have not responded well to less intensive treatment approaches and significantly jeopardize the integrity of the family unit. Intensive Outpatient provides an avenue for the comprehensive assessment of families' strengths and needs, as well as providing supports necessary to enhance a current natural support system and/or develop natural supports to meet families' needs and desires. The development and/or enhancement of natural supports for families is a primary function of this service modality. This program functions cooperatively with the St. Clair County Circuit Court, Family Division, in working with families who are involved due to delinquency issues.

The family unit, as defined by the family, will be the focus of service interventions. Services will be designed to support and empower families in resolving the behaviors and/or circumstances that place the family at risk. The intensity and duration of these services will vary and will be authorized based upon families' presenting and ongoing needs. The objective of this service is to recognize and build upon existing strengths with individuals, families, and natural supports, using those strengths to work towards successful family functioning with the least intensive interventions necessary. This will be accomplished through the use of clinical services tailored to existing family needs, maintenance and enhancement of existing natural supportive relationships, supports coordination activities to help coordinate current family supports (both formal and informal), ongoing assessment of individual and family needs, nurturing of new support systems, access to psychiatric services, and coordinated referral for available ongoing services determined necessary for successfully maintaining the integrity of the family beyond Intensive Outpatient.

Services are generally provided in the family home and/or community settings and are scheduled in a flexible manner to facilitate a cooperative working arrangement between the family and the service provider.

6. DESCRIPTION OF CONSUMERS SERVED & TRIAGE CRITERIA FOR ADMISSION:

Intensive Outpatient services are intended to serve families residing in St. Clair County who have a child with a severe emotional disturbance (as defined in Chapter 1, Section 100d, [2] in the revised Mental Health Code) where the level of functional impairment within the child/family indicates a need for services based upon the CAFAS score. Services are targeted at families who have been identified by the Circuit Court, Family Division and the Department of Health and Human Services as being at imminent risk for placement out of their home and/or community, and where the identified child has been placed outside of their school of origin.

Triage Criteria for Admission: Triage criteria are assessed via the 31st Circuit Court, Family Division.

7. SERVICES TO BE DELIVERED: (include a breakdown of specific expectations that are part of each service)

Assessment: Activities that serve to gather information for the purpose of diagnosis and treatment planning, including the development of the Individual Family Service Plan.

Crisis Intervention: Clinical intervention targeted at emergent events that pose imminent risk for harm to the identified consumer, imminent risk for harm to others by the identified consumer, or other pertient safety concerns.

Family Therapy: Clinical interventions targeted at the identified consumer and any or all of the consumer's identified family members for the purpose of skill building and improving the level of functioning of the individual and family. This may include therapeutic interventions targeted at the family out of the presence of the identified child when authorized.

Group Therapy: Clinical interventions targeted at a peer group of consumers with the purpose being to provide specific education, build skills, and enable peer group feedback and observation.

Individual Therapy: Clinical interventions targeted at the identified consumer for the purpose of skill building, education, and improved individual functioning.

Targeted Case Management / Supports Coordination: Clinically indicated interventions provided for the purpose of coordinating and/or accessing necessary services/supports in the absence of sufficiently capable natural supports.

Professional Consultation/Training: Activities performed by identified professional treatment staff geared towards: (1) Ensuring appropriate discipline specific treatment plan application across systems/services (i.e., group home/program direct staff training, professional consultation specific to consumer); (2) Review of progress towards goals for purpose of treatment authorization; (3) Comprehensive review of treatment history for purpose across program/systems treatment recommendations, to address unmet needs, or to make medication recommendations.

Other Services as Applicable - Advocacy/Legal Protection: Activities are engaged in by service providers on behalf of individuals which are intended to ensure observance of civil rights, facilitate appropriate service provision, and influence necessary changes by human service systems.

Breakdown of Service Provision Expectations:

St. Clair County CMH

Schedule/facilitate placement/intake meeting.
Ensure appropriate releases are in place for CMH services
Provide interim plan of service
Complete Clinical Case Management assessment
Complete Individual Family Service Plan with recommendations, goals, objectives, and interventions relevant to particular case.
Schedule/facilitate necessary I-Team meetings.
Supervise treatment plan, providing training to staff when indicated. Monitor the milieu and address any issues with clinical implications.
Consult with program supervisor/staff regarding clinical issues at individual, group, or milieu levels.
Maintain responsibility for supervision of clinical staff via CMH clinical supervisor.
Provide crisis intervention assistance around clinical/psychiatric issues.
Provide individual, family, and group treatment for clients in accordance with treatment plan.
Facilitate psychiatric review when clinically indicated.
Access psychiatrist for any necessary signatures or for consultation as indicated.
Link/coordinate with other involved agencies (schools, DHS, etc.) when necessary.
Document progress towards goals in the case records.
Assess for ongoing needs beyond treatment facility.
Facilitate treatment authorization requests as needed prior to exit.
Participate in termination and/or transfer meetings.

St. Clair Circuit Court, Family Division

Determine appropriateness for placement into the program.
Participate in placement/intake meeting.
Provide for supervision of clients within the treatment setting.
Supervise clients in activities of day treatment program
Provide transportation for youth to the Probate facility.
Provide meals for clients while in the treatment setting
Participate at all I-Teams.
Observe the recommendations on treatment plans regarding daily activities within the setting.
Implement treatment goals in accordance with the Individual Plan of Service, using the techniques prescribed by the treating professionals.
Observe and report client response to interventions as well as general client behavior.
Convey observations, concerns, and feedback to the assigned clinician.
Facilitate the involvement of Court personnel as individual client needs warrant.
Ensure program participant's compliance with applicable rules/norms.
Intervene in the milieu in a manner that maintains safety with a particular respect for client's rights and dignity.
Provide supervision for the treatment center's staff.
Determine/implement LOS/exit criteria.
Facilitate authorization for necessary non-CMH services to be provided at or post discharge.
Schedule/facilitate exit planning/discharge meetings.

8. OFFICE LOCATIONS & HOURS OF OPERATION:

Services provided by St. Clair County CMH staff at the office located at 1238 Michigan Road, Port Huron, MI 48060. Due to the nature of Intensive Outpatient services, hours are very flexible and based on individual child/family need.

9. PROGRAM STAFF REQUIREMENTS:

Credentials for Services Staff: Families authorized for this level of service will be assigned an M.A. level (or higher) "Primary Therapist" who is also a "Child Mental Health Professional," in accordance with the definitions provided for each in the Interpretive Guidelines for Children's Diagnostic and Treatment Services Certification. The primary therapist will be responsible to directly provide clinical assessment, facilitation of the treatment planning process, crisis intervention/lethality evaluation, and individual, family, and group therapy as authorized. This professional would also be responsible to provide formal advocacy/support across systems based upon the family strengths and needs, and be accountable for maintaining the case record in accordance with existing standards. While the exact frequency of supervision for staff providing these services will vary based upon need, it would be expected that all staff would receive formal supervision, in some modality, at least bi-weekly. Supervision should be provided in compliance with the program supervisory plan by an M.A. level (or higher) "Child Mental Health Professional" as specified in the above mentioned interpretive guidelines.

10. DISCHARGE/TRANSFER CRITERIA:

Families will be discharged from Intensive Outpatient services when it has been determined that current treatment needs of the family can be facilitated through any combination of available less intensive services, when individual or family symptoms dictate the necessity for more restrictive placement, when Circuit Court determine continued involvement is contraindicated, or when a family chooses to stop participating in treatment with this service. The clinician and the family will participate in discharge planning throughout the intervention to best facilitate coordinated movement within the service delivery system towards the most appropriate level of services for the identified family. If the necessary services will require treatment authorization, these requests are made prior to discharge to allow for clinically sound service transitions.

11. PROGRAM EVALUATION CRITERIA:

SCCCMHA Performance Indicators monitored on a quarterly and reported to the SCCCMHA Board.

St. Clair County CMHA
Rate Schedule
BASED ON ACTUAL DATA 10/01/17 - 9/30/18
Effective 4/1/2019

CPT CD	USED MOD	SERVICE DESC	UNIT TYPE	Posted Rate
0359T	U5	Behavior identif. assessment	Encounter	$ 371.26
0364T	U5	Adaptive behavior treatment	30 Minutes	$ 56.56
0365T	U5	Adaptive behavior treatment+	30 Minutes	$ 54.08
0366T	U5	Group adaptive behav. treatment	30 Minutes	$ 62.30
0367T	U5	Group adaptive behav. treatment+	30 Minutes	$ 61.23
0368T	U5	Adaptive behavior treatment	30 Minutes	$ 62.26
0369T	U5	Adaptive behavior treatment+	30 Minutes	$ 63.20
0370T	U5	Family behavior treatment	Encounter	$ 122.64
90785		Interactive Complexity add-on	Encounter	$ 112.78
90791		Psychiatric diagnostic eval	Encounter	$ 640.17
90792		Psych diagnostic eval w/Med Serv	Encounter	$ 420.25
90832		Psychotherapy, 30 min	Encounter	$ 78.24
90834		Psychotherapy, 45 min	Encounter	$ 103.46
90837		Psychotherapy, 60 min	Encounter	$ 188.03
90839		Psychotherapy for crisis, 60 min	Encounter	$ 100.56
90846		FAMILY PSYTX W/O PATIENT	Encounter	$ 166.83
90847		FAMILY PSYTX W/PATIENT	Encounter	$ 177.03
90853		GROUP PSYCHOTHERAPY	Encounter	$ 177.67
92507		SPEECH/HEARING THERAPY	Encounter	$ 165.53
96101		Psychological testing per hr FF	Hour	$ 59.32
96372		Therapeutic, prophylactic inject	Encounter	$ 123.78
97116		GAIT TRAINING THERAPY	15 Minutes	$ 33.83
97124		MASSAGE THERAPY	15 Minutes	$ 14.90
97165		OT Eval Low Complex 30 Minutes	Encounter	$ 237.31
97166		OT Eval Mod Complex 45 Minutes	Encounter	$ 213.29
97167		OT Eval High Complex 60 Minutes	Encounter	$ 221.14
97530		THERAPEUTIC ACTIVITIES	15 Minutes	$ 38.36
97533		SENSORY INTEGRATION	15 Minutes	$ 42.59
97535		SELF CARE MNGMENT TRAINI	15 Minutes	$ 54.62
97542		WHEELCHAIR MNGMENT TRAIN	15 Minutes	$ 96.21
99202		OFFICE/OUTPATIENT VISIT,	Encounter	$ 151.18
99203		OFFICE/OUTPATIENT VISIT,	Encounter	$ 200.66
99204		OFFICE/OUTPATIENT VISIT,	Encounter	$ 351.50
99205		OFFICE/OUTPATIENT VISIT,	Encounter	$ 428.35
99211		OFFICE/OUTPATIENT VISIT,	Encounter	$ 90.71
99212		OFFICE/OUTPATIENT VISIT,	Encounter	$ 104.29
99213		OFFICE/OUTPATIENT VISIT,	Encounter	$ 164.83
99214		OFFICE/OUTPATIENT VISIT,	Encounter	$ 243.27
99215		OFFICE/OUTPATIENT VISIT,	Encounter	$ 458.98

99334		Custodial Care Med Review	Encounter	$ 179.03
99335		Custodial Care Med Review	Encounter	$ 227.78
99336		Custodial Care Med Review	Encounter	$ 347.72
E1399		DURABLE MEDICAL EQUPMENT	Item	Specific Rate
H0018		AL &/OR DRG SERV; SHORT-	Day	Specific Rate
H0025		AL &/OR DRG PREVENTION E	Encounter	$ 137.19
H0031		MHassessment, by non Phys	Encounter	$ 531.67
H0031	HW	MHassessment, by non Phys	Encounter	$ 161.94
H0031	U5	MHassessment, by non Phys	Encounter	$ 128.21
H0032		MH Service Plan Dev. non-phys	Encounter	$ 116.77
H0032	TS	MH Service Plan Dev. non-phys	Encounter	$ 123.13
H0036		Home Based Services	15 Minutes	$ 30.26
H0036	ST	Home Based Services	15 Minutes	$ 27.95
H0036	TT	Home Based Services	15 Minutes	$ 28.20
H0038		Self-Help/Peer Services	15 Minutes	$ 41.04
H0038	TT	Self-Help/Peer Services	15 Minutes	$ 34.36
H0039		Assertive Comm tx face 15 min	15 Minutes	$ 39.61
H0043		Supported housing, per diem	Day	Specific Rate
H0043	TT	Supported housing, per diem	Day	Specific Rate
H0045		Respite	Day	$ 130.71
H0046		Peer Mentor Services	Encounter	$ 183.64
H2000		Comprehensive multidisciplinary	Encounter	$ 28.97
H2011		Crisis Intervention	15 Minutes	$ 221.60
H2014		Skills training and development	15 Minutes	$ 9.94
H2014	HK	Skills training and development	15 Minutes	$ 20.34
H2014	TT	Skills training and development	15 Minutes	$ 5.41
H2015		Comprehensive Comm.	15 Minutes	$ 7.47
H2015	TT	Comprehensive Comm.	15 Minutes	$ 6.32
H2016		Comp Comm Support Services, Day	Day	Specific Rate
H2019		Therapeutic behav.	15 Minutes	$ 34.22
H2019	TT	Therapeutic behav.	15 Minutes	$ 33.88
H2021		Specialized Wraparound, 15 min	15 Minutes	$ 76.24
H2022		Community-based Wrap-Around	Day	$ 187.90
H2023		Supported employment per 15 min	15 Minutes	$ 33.77
H2023	TT	Supported employment per 15 min	15 Minutes	$ 34.74
H2030		Mental Health Clubhouse	15 Minutes	$ 4.68
Q3014	GT	Telemedicine Facility Fee	Encounter	$ 13.97
S5111		Home care training, fam; session	Encounter	$ 176.08
S5111	HA	Home care training, fam; session	Encounter	$ 186.75
S5111	HM	Home care training, fam; session	Encounter	$ 192.17
S5111	TT	Home care training, fam; session	Encounter	$ 258.28
S5165		Home modifications; per service	Item	Specific Rate
S5199		Personal care item, NOS, each	Item	Specific Rate
S9482		Prevention -Infant Mental Health	15 Minutes	$ 43.34
T1001		Nursing assessment / evaluation	Encounter	$ 91.40
T1002		RN services, up to 15 minutes	Up to 15 min	$ 62.91
T1005		Respite care services, 15 min	15 Minutes	$ 4.08
T1005	TT	Respite care services, 15 min	15 Minutes	$ 3.05

T1016		Case management, 15 min	15 Minutes	$ 41.88
T1017		Targeted case mgmt, 15 min	15 Minutes	$ 92.32
T1017	SE	Targeted case mgmt, 15 min	15 Minutes	$ 55.07
T1020		Personal care services, per diem	Day	Specific Rate
T1023		Screening for inpatient program	Encounter	$ 1,040.78
T1999		Misc. Therapeutic items and supp	Item	Specific Rate
T2023		Targeted Case Management Service	Encounter	$ 118.58
T2025		Fiscal Intermediary Services	Month	$ 111.92
T2028		Specialized supply	Item	Specific Rate
T2036		Therapeutic camping	Day	$ 57.72
T2038		Community transition	Month	$ 521.97

St. Clair County CMHA Rate Schedule
Rate Schedule
BASED ON ACTUAL DATA 10/01/18 - 9/30/19
Effective 5/1/2020

CPT CD	MOD	SERVICE DESC	UNIT TYPE	Posted Rate
H0031	U5	MHassessment, by non Phys	Encounter	$ 122.43
0373T	U5	Exposure adaptive behav. treatm	15 Minutes	$ 29.09
97151	U5	Behavior identification assess	15 Minutes	$ 37.96
97153	U5	Adapt behavior tx by protocol	15 Minutes	$ 22.20
97154	U5	Group adaptive behav. Treatment	15 Minutes	$ 31.23
97155	U5	Adapt behav tx by QHP	15 Minutes	$ 31.68
97156	U5	Family Adapt behav tx guidance	15 Minutes	$ 33.23
90785		Interactive Complexity add-on	Encounter	$ 298.51
90791		Psychiatric diagnostic eval	Encounter	$ 532.99
90792		Psych diagnostic eval w/Med Serv	Encounter	$ 493.91
90832		Psychotherapy, 30 min	Encounter	$ 87.38
90834		Psychotherapy, 45 min	Encounter	$ 113.98
90837		Psychotherapy, 60 min	Encounter	$ 196.79
90839		Psychotherapy for crisis, 60 min	Encounter	$ 131.32
90840		Psychotherapy for Crisis add-on	30 Minutes	$ 78.73
90846		FAMILY PSYTX W/O PATIENT	Encounter	$ 149.19
90847		FAMILY PSYTX W/PATIENT	Encounter	$ 194.39
90853		GROUP PSYCHOTHERAPY	Encounter	$ 182.07
92507		SPEECH/HEARING THERAPY	Encounter	$ 25.46
96130		Psych test admin/score by QHP	Hour	$ 45.73
96131		Psych test admin/score by QHP	Hour	$ 45.73
96136		Psych test admin/score by QHP	30 Minutes	$ 82.51
96137		Psych test admin/score by QHP	30 Minutes	$ 83.36
96372		Therapeutic, prophylactic inject	Encounter	$ 155.81
97110		THERAPEUTIC EXERCISES	15 Minutes	$ 37.63
97124		MASSAGE THERAPY	15 Minutes	$ 37.18
97165		OT Eval Low Complex 30 Minutes	Encounter	$ 174.44
97166		OT Eval Mod Complex 45 Minutes	Encounter	$ 145.09
97167		OT Eval High Complex 60 Minutes	Encounter	$ 157.65
97530		THERAPEUTIC ACTIVITIES	15 Minutes	$ 39.10
97533		SENSORY INTEGRATION	15 Minutes	$ 44.24
97535		SELF CARE MNGMENT TRAINI	15 Minutes	$ 39.75
97542		WHEELCHAIR MNGMENT TRAIN	15 Minutes	$ 37.20
97802		MEDICAL NUTRITION THERAPY - INITIAL	15 Minutes	$ 107.56
97803		MEDICAL NUTRITION THERAPY - RE-ASSESSMENT	15 Minutes	$ 78.32
97804		MEDICAL NUTRITION THERAPY - GROUP	15 Minutes	$ 160.78
99201		OFFICE/OUTPATIENT VISIT,	Encounter	$ 255.17
99202		OFFICE/OUTPATIENT VISIT,	Encounter	$ 255.17
99203		OFFICE/OUTPATIENT VISIT,	Encounter	$ 211.28
99204		OFFICE/OUTPATIENT VISIT,	Encounter	$ 359.28
99205		OFFICE/OUTPATIENT VISIT,	Encounter	$ 551.16
99211		OFFICE/OUTPATIENT VISIT,	Encounter	$ 164.58

99212		OFFICE/OUTPATIENT VISIT,	Encounter	$ 105.82
99213		OFFICE/OUTPATIENT VISIT,	Encounter	$ 167.29
99214		OFFICE/OUTPATIENT VISIT,	Encounter	$ 247.14
99215		OFFICE/OUTPATIENT VISIT,	Encounter	$ 434.47
99334		Custodial Care Med Review	Encounter	$ 167.09
99335		Custodial Care Med Review	Encounter	$ 198.01
99336		Custodial Care Med Review	Encounter	$ 306.20
99415		Prolonged clinical service - Spravato - First Hour	Hour	$ 287.00
99416		prolonged clinical service - Spravato - add't 30 minutes	30 Minutes	$ 143.50
E1399		DURABLE MEDICAL EQUPMENT	Item	**Specific Amount**
G0270		Medical Nutrition Therapy	15 Minutes	$ 47.73
G0271		Medical Nutrition Therapy	30 Minutes	$ 24.98
H0001		ALCOHOL AND/OR DRUG ASSE	Encounter	$ 176.84
H0006		AL &/OR DRG SRV; CASE MG	Encounter	$ 136.27
H0018		AL &/OR DRG SERV; SHORT-	Day	**Specific Amount**
H0025		AL &/OR DRG PREVENTION E	Encounter	$ 137.27
H0031		MHassessment, by non Phys	Encounter	$ 505.00
H0031	HW	MHassessment, by non Phys	Encounter	$ 178.34
H0032		MH Service Plan Dev. non-phys	Encounter	$ 137.47
H0032	TS	MH Service Plan Dev. non-phys	Encounter	$ 112.55
H0036		Home Based Services	15 Minutes	$ 29.20
H0036	ST	Home Based Services	15 Minutes	$ 22.65
H0036	TT	Home Based Services	15 Minutes	$ 22.65
H0038		Self-Help/Peer Services	15 Minutes	$ 46.42
H0038	TT	Self-Help/Peer Services	15 Minutes	$ 37.17
H0039		Assertive Comm tx face 15 min	15 Minutes	$ 37.03
H0043		Supported housing, per diem	Day	**Specific Amount**
H0043	TT	Supported housing, per diem	Day	**Specific Amount**
H0046		Peer mentor services provided by a DD Peer Mentor	Encounter	$ 211.31
H2000		Comprehensive multidisciplinary	Encounter	$ 29.92
H2000	TS	Comprehensive multidisciplinary	Encounter	$ 88.12
H2011		Crisis Intervention	15 Minutes	$ 211.55
H2014		Skills training and development	15 Minutes	$ 8.88
H2014	HK	Skills training and development	15 Minutes	$ 21.30
H2014	TT	Skills training and development	15 Minutes	$ 5.66
H2015		Comprehensive Comm.	15 Minutes	$ 7.84
H2015	TT	Comprehensive Comm.	15 Minutes	$ 6.55
H2016		Comp Comm Support Services, Day	Day	**Specific Amount**
H2019		Therapeutic behav.	15 Minutes	$ 37.47
H2019	TT	Therapeutic behav.	15 Minutes	$ 36.44
H2021		Specialized Wraparound, 15 min	15 Minutes	$ 65.57
H2022		Community-based Wrap-Around	Day	$ 176.73
H2023		Supported employment per 15 min	15 Minutes	$ 36.84
H2023	TT	Supported employment per 15 min	15 Minutes	$ 36.34
H2030		Mental Health Clubhouse	15 Minutes	$ 5.85
Q3014	GT	Telemedicine Facility Fee	Encounter	$ 28.80
S5111		Home care training, fam; session	Encounter	$ 199.77
S5111	HA	Home care training, fam; session	Encounter	$ 202.57
S5111	HM	Home care training, fam; session	Encounter	$ 238.53
S5111	TT	Home care training, fam; session	Encounter	$ 290.63
S5165		Home modifications; per service	Item	**Specific Amount**

S9445		Patient Education, NOC non-physician, individual	Encounter	$ 88.15
S9446		Patient Education, NOC non-physician, group	Encounter	$ 255.40
S9470		Nutritional Counseling, dietician visit	Encounter	$ 313.48
S9482		Prevention -Infant Mental Health	15 Minutes	$ 52.44
T1001		Nursing assessment / evaluation	Encounter	$ 148.94
T1002		RN services, up to 15 minutes	Up to 15 min	$ 77.90
T1005		Respite care services, 15 min	15 Minutes	$ 4.32
T1005	TT	Respite care services, 15 min	15 Minutes	$ 2.97
T1016		Case management, 15 min	15 Minutes	$ 44.35
T1017		Targeted case mgmt, 15 min	15 Minutes	$ 44.38
T1017	SE	Targeted case mgmt, 15 min	15 Minutes	$ 54.85
T1020		Personal care services, per diem	Day	**Specific Amount**
T1023		Screening for inpatient program	Encounter	$ 1,052.20
T1999		Misc. Therapeutic items and supp	Item	**Specific Amount**
T2023		Targeted Case Management Service	Encounter	$ 171.73
T2025		Fiscal Intermediary Services	Month	$ 129.15
T2028		Specialized supply	Item	**Specific Amount**
T2036		Therapeutic camping	Day	$ 61.74
T2038		Community transition	Month	$ 542.47
T2039		Van lifts & wheel. tie dwn. sys.	Item	**Specific Amount**

Contract Approval Request - Manatron Inc.

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request - Manatron Inc.	12/2/2021	Cover Memo
🗋	Manatron 2022_2023	12/2/2021	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: Manatron Inc.

VALUE: $32,281

TERM: One year, 2/1/22 – 1/30/23

CONTRACT TYPE: Software Maintenance and Support

SERVICE DESCRIPTION: Manatron Anthem Imaging

DEPARTMENT(S): Register of Deeds

COMMENTS: Maintenance and support for Anthem Imaging, interface to BS&A, and Imaging Land Corner. 4% increase from 2021.

Invoice No.	**MANMN0001633**
Date	**11/19/2021**
Due Date	**2/1/2022**
Customer No.	**2274000-REC**
Page	**1 of 1**

Aumentum™
TECHNOLOGIES

Bill To

ST. CLAIR COUNTY REGISTER OF DEEDS
BRUCE FRANCEK CHIEF DEPUTY
200 GRAND RIVER AVE STE 103
PORT HURON, MI 48060
United States

Ship To

ST. CLAIR COUNTY REGISTER OF DEEDS
200 GRAND RIVER AVE STE 103
PORT HURON, MI 48060
United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
	FEB22-JAN23	Start of Maint Period	HARRIS-US$

Item No	Description	Quantity	Unit Price	Amount
REC-ANTHEM-S	Anthem Imaging Spt: February 2022 to January 2023	1.00	27,373.00	27,373.00
REC-ANTHEM-S	Anthem Imaging Spt: February 2022 to January 2023	1.00	2,653.00	2,653.00
REC-ANTHEM-S	Anthem Imaging Spt: February 2022 to January 2023	1.00	2,255.00	2,255.00
REC-JAVA VIEWER-S	JavaView Sys Spt (2) *INCLUDED*: February 2022 to January 2023	1.00	0.00	0.00
REC-LEAD TOOLS-S	Lead Tools SW Spt (8) *INCLUDED*: February 2022 to January 2023	1.00	0.00	0.00
REC-U/SQL-S	MS SQL SERVER SUPPORT *INCLUDED*: February 2022 to January 2023	1.00	0.00	0.00

Subtotal	32,281.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	32,281.00

Remit To:
Aumentum Technologies,
a division of Manatron, Inc.
PO Box 74008484
Chicago, Il 60674-8484

Invoice Questions? Please call or email Renee Fuller at 866-471-2900 ext. 277723 or ar_aumentum@harriscomputer.com

Thank you for your business!

Letter of Support - Proposal for Ambulance Service Millage From Ira Township

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Letter of Support - Proposal for Ambulance Service Millage From Ira Township	12/1/2021	Cover Memo

Ira Township
County of St. Clair

7085 Meldrum Road
Fair Haven, Michigan 48023
(586) 725-0263
Fax: (586) 725-8790

November 9, 2021

St. Clair County Board of Commissioners
200 Grand River Avenue #203
Port Huron, MI 48060

RE: Proposal for Ambulance Service Millage

Dear Commissioners:

At the October 2021 meeting of the Ira Township Board of Trustees, the members authorized me to send a letter to you of our support for a proposed ambulance service millage which, we understand, is under consideration by the Commissioners.

As some of you may know, our Township has worked closely with Ken Cummings of Tri-Hospital EMS to provide superior ambulance service to the residents of Ira Township. We also had the opportunity to have Mr. Cummings address the Board at a recent meeting. He explained the financial strain placed on his company to continue ambulance service throughout the County.

Whether it is Tri-Hospital EMS or some other ambulance company, it is important that St. Clair County be able to provide exceptional ambulance service throughout the entire county and we support a millage for this purpose.

As Township leaders we consider it our responsibility to be sure that our voices are heard on this issue. Thank you for your consideration and we hope you support this millage also.

Very truly yours,

James Endres Jr., Supervisor

Treasurer Cash and Investment Balance Report

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	September 2021 BOC Letter	11/16/2021	Cover Memo
🗋	September 2021 Cash Report	11/16/2021	Cover Memo

COUNTY OF ST.CLAIR

Office of the Treasurer

KELLY M. ROBERTS-BURNETT
Treasurer

MOLLY T. CROREY
Deputy Treasurer

To: St. Clair County Board of Commissioners

From: Kelly Roberts-Burnett, Treasurer

Date: November 5, 2021

Re: Treasurer Cash and Investment Balance Report

Treasurer Cash and Investment Balance Report Synopsis:

The enclosed report lists the cash and investment balances as reported by the County Treasurer as of September 30, 2021

The Cash and Investment Report lists the individual accounts by type, the name of the financial institution, interest rate earned, and the ending balance for each account.

There are six types of accounts in the cash and investment portfolio; general sweep accounts which all sweep into the primary Eastern Michigan General account, Pools and Savings accounts which offer a higher yield return and are FDIC insured up to $250,000, Cash Insured Accounts through North Star which are fully insured or collateralized, Imprest and Regular Checking Accounts which are designated for a specific departmental need and are reconciled separately from the General Fund account, Certificate of Deposits which are typically invested at a one year or less term and are FDIC insured up to $250,000, Investments/Commercial Paper that are purchased through a fund manager at Huntington Bank based on Public Act 20 guidelines, and Advances to the Drain Commissioner are borrowed to fund special drain projects at a favorable return rate.

The enclosed report shows that as of September 30, 2021, the County's cash and investment position is positively valued at $113,932,768.09

For questions related this report, please contact Kelly Roberts-Burnett, County Treasurer at Kburnett@stclaircounty.org or directly 810-989-6302.

St. Clair County Treasurer
Cash & Investment Balance Report
as of September 30, 2021

ACCOUNT TYPE	INSTITUTION	AMOUNT	INT RATE
GENERAL SWEEP			
WIRE CLEARING ACCOUNT	FLAGSTAR[2]	95.77	0.05%
WIRE CLEARING ACCOUNT	NORTHSTAR[2]	258.16	0.05%
ACCOUNTS PAYABLE	EASTERN [2]	-	0.00%
PAYROLL	EASTERN [2]	-	0.00%
GENERAL	TCF[2]	1,740.58	0.00%
GENERAL	EASTERN [2]	7,965,062.55	0.10%
ANIMAL CONTROL PAYPAL	PAYPAL	-	0.00%
CLERK PAYPAL	PAYPAL	24,786.82	0.00%
CONVENITON CENTER PAYPAL	PAYPAL	-	0.00%
DEEDS PAYPAL	PAYPAL	1,106.90	0.00%
INFORMATION TECHNOLOGTY	PAYPAL	275.52	0.00%
TREASURER	PAYPAL	-	0.00%
POOLED & SAVINGS			
CDBG	FLAGSTAR[2]	140,393.78	0.15%
DEEDS AUTOMATION	MI CLASS	215,559.22	0.03%
DELINQUENT TAX FUND	FLAGSTAR[2]	5,201,444.05	0.15%
DELINQUENT TAX FUND	MI CLASS	4,506,985.83	0.03%
DELINQUENT TAX FUND	NORTHSTAR[1]	5,014,474.27	0.05%
DRAINS - GENERAL	NORTHSTAR[1]	2,329,733.99	0.05%
DRUG TASK FORCE	NORTHSTAR[1]	3,018,262.85	0.05%
GENERAL FUND	MI CLASS	16,595,684.04	0.03%
GENERAL FUND	NORTHSTAR[1]	15,000,082.28	0.05%
LIBRARY	NORTHSTAR[1]	4,358,924.02	0.05%
PARKS	NORTHSTAR[1]	3,269,179.74	0.05%
RECOVERY ACT FUND	MI CLASS	15,455,714.96	0.03%
SENIORS	NORTHSTAR[1]	5,960,278.33	0.05%
STATE ED	MI CLASS	5,000,127.28	0.03%
TAX REVERSION	FLAGSTAR[2]	223,226.17	0.15%
IMPREST & REGULAR CHECKING ACCOUNTS			
CLERK IMPREST	TCF[2]	9,396.07	0.01%
CLERK IMPREST	EASTERN [2]	114,491.20	0.10%
CONVENTION CENTER IMPREST	EASTERN 2	37,876.17	0.10%
CONVENTION CENTER - ATM	EASTERN 2	4,284.20	0.10%
DISTRICT COURT - MARINE CITY	EASTERN [2]	7,856.15	0.10%
DISTRICT COURT - PORT HURON	EASTERN [2]	55,261.28	0.10%
DISTRICT COURT - PORT HURON AMT	EASTERN [2]	5,883.46	0.10%
FRIEND OF COURT	EASTERN [2]	1,000.18	0.09%
HEALTH DEPARTMENT EFT	EASTERN [2]	37,489.73	0.10%
JAIL INMATE	EASTERN 2	99,896.55	0.10%
JURY IMPREST	EASTERN 2	4,000.92	0.10%
PUBLIC GUARDIAN	TCF[2]	150,207.63	0.00%
PUBLIC GUARDIAN	EASTERN 2	1,821,918.48	0.00%
VETERANS	EASTERN 2	2,000.17	0.10%
CERTIFICATE OF DEPOSITS			
GENERAL	CIBC[2]	3,000,000.00	0.30%
GENERAL	NORTHSTAR[1]	3,000,000.00	0.10%
FRIEND OF COURT	CIBC[2]	250,000.00	0.30%
FRIEND OF COURT	CIBC[2]	250,000.00	0.30%
INVESTMENTS/ COMMERICAL PAPER			
GENERAL	HUNTINGTON	6,117,644.66	
DELINQUNET TAX	HUNTINGTON	3,012,498.13	
ADVANCES TO DRAIN COMMISSIONER			
GENERAL		136,000.00	1.05%
GENERAL		1,290,000.00	0.45%
GENERAL		120,000.00	2.00%
GENERAL		67,666.00	3.50%
GENERAL		54,000.00	3.75%
Total Cash & Investments @ 09/30/2021		$ 113,932,768.09	

[1] Funds are collateralized or fully insured by FDIC

[2] Funds are insured by FDIC up to $250,000 aggregate



Submitted By: Kelly Roberts-Burnett, CPA, MBA

FY22 Secondary Road Patrol Grant Contract Adjustment

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Memo_FY22 Secondary Road Patrol Grant Contract Adjustment	12/2/2021	Cover Memo
	SRP	12/2/2021	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and James Spadafore, Undersheriff

Date: December 1, 2021

Re: FY22 Secondary Road Patrol Grant Contract Adjustment

A supplemental appropriation in Secondary Road Patrol (SRP) funding for fiscal year ending September 30, 2022 has been approved by the Michigan Legislature and the Governor. Due to this action, the State allocation to St. Clair County increased by $108,052.

The revised State allocation is $186,244 to St. Clair County's SRP program. This amount will be sufficient to pay for one Secondary Road Patrol (SRP) officer's salary and fringe benefits, cell phone, fuel, and maintenance and repairs of the SRP vehicle.

We are providing the Contract Adjustment to the Board of Commissioners for informational purposes only.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

November 24, 2021

Sheriff Mat King
St. Clair County Sheriff's Office
200 Grand River Street
Port Huron, Michigan 48060

Dear Sheriff King:

We are pleased to advise you that a supplemental appropriation of funds is available for the current fiscal year's (ending September 30, 2022) Secondary Road Patrol Program. An additional $6,633,000 is being allocated to the counties. Your county's share of the increased funding is **$108,052**. The amount is based on your county's annual allocation percentage.

Please complete the attached Contract Adjustment Request form, including the narrative section, detailing how the additional funds listed above will be spent on program activity. Equipment items to be purchased must be identified on the Contract Adjustment Request form in the narrative section. The Contract Adjustment Request form is also available on the Secondary Road Patrol website at www.michigan.gov/ohsp-srp, click on forms. The Contract Adjustment form must be returned to the Office of Highway Safety Planning (OHSP) by **December 23, 2021**. The additional funds cannot be released until the completed form is received by OHSP.

You will receive a signed grant adjustment approval form by email when the funds are approved. All previous contract conditions and reporting requirements included in the original 2022 contract remain in effect for the additional funds.

If you have any questions, please contact Emily Upton at 517-599-7089 or MSP-SRP@michigan.gov.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Attachment

SRP-403 (07/21)
MICHIGAN STATE POLICE
OFFICE OF HIGHWAY SAFETY PLANNING

SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM
CONTRACT ADJUSTMENT REQUEST

1. County
St. Clair County

2. Sheriff
Mat King

3. Address
1170 Michigan Road

4. City
Port Huron

5. State
MI

6. Zip Code
48060

7. OHSP Contract No.
50901-22

8. Date of Request
12/2/2021

9. The following change, amendment, or adjustment to the referenced contract is requested (Provide explanation of changes. If equipment is being purchased, please list it in detail here):
Additional grant funds will be used to County Secondary Road Patrol program - to include wages and fringe benefits, fuel, program vehicle maiintenance and repairs, and cell phone.

Budget Category	Expenditures To Date	Approved Budget	Requested Revision	Revised Budget Totals
Personnel	**18,479.56**	**78,192**	**89,683**	167,875
Automotive	**217.81**		**8,000**	8,000
Equipment				0
Operating Expenses			**1,500**	1,500
Indirect Costs			**8,869**	8,869
TOTAL	18,697.37	78,192	108,052	186,244

Prepared By:		
Name	Title	Telephone
Marsha M. Adamkiewicz	**Staff Accountant**	**810-989-6301**
Authorized By:		
Sheriff	Signature	Date
Mat King		
Financial Officer	Signature	Date
Dena Alderdyce		
OHSP Authorization	Signature	Date

Email signed form to: MSP-SRP@michigan.gov

AUTHORITY:1978 PA 416, as amended & Exec. Order 1989-4
COMPLIANCE:Voluntary, but reimbursement will be delayed until completed.

Resolution 21-23 2022 Collective Bargaining Agreement JTPOAM Probate Clerical

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution 21-23 2022 Collective Bargaining Agreement JTPOAM Probate Clerical	11/30/2021	Cover Memo

RESOLUTION 21-23

RATIFYING COLLECTIVE BARGAINING AGREEMENT

BETWEEN

St. Clair County

AND

St. Clair County St. Clair County Probate Court and 31st Judical Circuit Court-Family Division Clerical Employees (TPOAM)

WHEREAS, the St. Clair County Probate Court and 31st Judical Circuit Court-Family Division Clerical Employees (TPOAM) is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the presentation made to the Board of Commissioners, the Collective Bargaining Agreement with the St. Clair County Probate Court and 31st Judical Circuit Court-Family Division Clerical Employees (TPOAM) for the period of January 1, 2022 through December 31, 2023 is hereby approved and ratified.

DATED: December 09, 2021

Reviewed and Approved by: _____

_____ _____

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Fourth Floor Suite F
Port Huron, MI 48060

_____

Resolution 21-24 2022 Collective Bargaining Agreement Juvenile Counselors Association

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution 21-24 2022 Collective Bargaining Agreement Juvenile Counselors Association	11/30/2021	Cover Memo

RESOLUTION 21-24

RATIFYING COLLECTIVE BARGAINING AGREEMENT

BETWEEN

St. Clair County

AND

St. Clair County Juvenile Counselors Association

WHEREAS, the St. Clair County Association is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the presentation made to the Board of Commissioners, the Collective Bargaining Agreement with the St. Clair County Juvenile Counselors Association for the period of January 1, 2022 through December 31, 2023 is hereby approved and ratified.

DATED: December 09,2021

Reviewed and Approved by: _____

_____ _____

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Fourth Floor Suite F
Port Huron, MI 48060

_____

Resolution 21-27 2022 Collective Bargaining Agreement CCF Supervisors Probate Public Guardian Employees Association

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 21-27 2022 Collective Bargaining Agreement CCF Supervisors Probate Public Guardian Employees Association	11/30/2021	Cover Memo

RESOLUTION 21-27

RATIFYING COLLECTIVE BARGAINING AGREEMENT

BETWEEN

St. Clair County

AND

St. Clair County Circuit Court Family Supervisors and Probate and Public Guardian Employees Association

---

WHEREAS, the St. Clair County Circuit Court Family Supervisors and Probate and Public Guardian Employees Association is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the presentation made to the Board of Commissioners, the Collective Bargaining Agreement with the St. Clair County Circuit Court Family Supervisors and Probate and Public Guardian Employees Association for the period of January 1, 2022 through December 31, 2023 is hereby approved and ratified.

DATED: December 09,2021

Reviewed and Approved by: _____

_____ _____

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Fourth Floor Suite F
Port Huron, MI 48060

_____

Resolution 21-32 Waiving Investment Interest Earned

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution 21-32 Waiving Investment Interest Earned	11/30/2021	Cover Memo

RESOLUTION 21-32

WAIVING INVESTMENT INTEREST EARNED ON TAXES
COLLECTED BY LOCAL UNITS

WHEREAS, the General Property Tax Act of Michigan, being No. 206 of P.A. of 1893, as amended, provides that townships and city treasurers charged with the responsibility of collecting taxes, shall account for and deliver to the County Treasurers, and the School District Treasurers, taxes collected within 10 business days after the first and fifteenth day of each month; and

WHEREAS, Public Act No. 169 of 1988, addressed the subject of investment interest earned on tax collections, providing that an agreement can be made between a collecting unit and a taxing unit regarding investment interest earned; and

WHEREAS, to divide and distribute investment interest owed to the County of St. Clair by the local tax collecting units would impose a severe administrative burden on the local collecting units; and

WHEREAS, in the opinion of this Board of Commissioners, the accounting costs incidental to the distribution of investment interest would likely surpass the amount of investment interest; and

WHEREAS, this Board is not required to, but may, in its discretion, waive receipt of investment interest amounts attributed to collecting taxes for the year 2021.

NOW, THEREFORE, BE IT RESOLVED, that the payment of any investment interest which may be due and owing to the County from any local tax collecting unit for the 2021 tax collections, is hereby waived.

BE IT FURTHER RESOLVED, that the County reserves the right to and shall be paid interest if the local unit fails to pay by the statutory deadline under PA 331 that corresponds to State Education collections.

DATED: December 9, 2021

Reviewed and Approved As To Form By:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street, Suite F
Port Huron, MI 48060

Resolution 21-33 Authorizing Entry of State Local Government Intrastrate Agreement - Opioid Litigation

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 21-33 Authorizing Entry of State Local Government Intrastrate Agreement - Opioid Litigation	11/30/2021	Cover Memo

RESOLUTION 21-33

AUTHORIZING ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS IN THE NATIONAL OPIOIDS LITIGATION

WHEREAS, the County of St. Clair, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants ("Settling Defendants"):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS, the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS, the Settling Defendants have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to County of St. Clair's lawsuit;

AND WHEREAS, the Proposed Settlements contain a "default" allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS, the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the "default" allocation method referenced above;

AND WHEREAS, County of St. Clair, MI desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

NOW THEREFORE, County of St. Clair, MI authorizes the execution of a Michigan State-Subdivision Agreement For Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement substantially similar to the proposed agreement attached to this resolution. County of St. Clair, MI also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

DATED: December 9, 2021

Reviewed and Approved As To Form By:

_____

Gary A. Fletcher
County Corporation Counsel
1411 Third Street, Suite F
Port Huron, MI 48060

Resolution 21-34 Authorizing Entry of Participation Agreements in Partial Settlement of National Rx Opiate Litigation

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 21-34 Authorizing Entry of Participation Agreements in Partial Settlement of National Rx Opiate Litigation	11/30/2021	Cover Memo

RESOLUTION 21-34

AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION

WHEREAS, the County of St. Clair, MI filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants ("Settling Defendants"):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS, the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS, the Settling Defendants have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to County of St. Clair's lawsuit;

AND WHEREAS, the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement by Janssen that it will discontinue the manufacture and distribution of prescription opioids products for at least the next ten years;
2. An agreement by Janssen that it will suspend any lobbying efforts that concern prescription opioids products;
3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and
4. The payment of up to $26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding

installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.

NOW THEREFORE, County of St. Clair, MI authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at https://nationalopioidsettlement.com/. Specimen copies of the material terms of the participation agreements are attached as an exhibit to this resolution.

DATED: December 9, 2021

Reviewed and Approved As To Form By:

_____

Gary A. Fletcher
County Corporation Counsel
1411 Third Street, Suite F
Port Huron, MI 48060

Resolution 21-35 Road Commission Compensation Revised for Mileage

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution 21-35 Road Commission Compensation Revised for mileage	11/30/2021	Cover Memo

RESOLUTION 21-35

Establishing Compensation to be Paid to Members
of the St. Clair County Road Commission

Whereas, it is the statutory duty of the St. Clair County Board of Commissioners, at the October Session of each year to determine the compensation to be paid to the Members of the St. Clair County Road Commission, appointed by the Board of Commissioners; and

Whereas, the St. Clair County Board of Commissioners has given due consideration to this matter.

Now, Therefore, Be it Resolved:

1. That the following schedule may be, and the same is hereby adopted, reflecting the compensation for the officials named herein, for the year 2022:

2. Effective January 1, 2022
   A. Member, Road Commission $7,559 plus mileage allowance
   B. Chairperson, Road Commission $9,963 plus mileage allowance

3. Each member of the Board will be allowed a mileage allowance equal to the distance from their residence to the Central Service Center **times 34 weekly meetings, times the applicable IRS rate**. This amount will be distributed on the Commissioners paycheck in an equal amount and will comply with all applicable compensation laws.

4. Each member of the Board will be entitled to the same healthcare, prescription, dental, and life insurances, and pension benefits that are provided to the St. Clair County Road Commission Technical, Professional and Officeworkers Association of Michigan (TPOAM) employees.

5. Each member of the Board shall only be eligible for specified benefits as authorized by official action of the St. Clair County Board of Commissioners.

6. All resolutions and parts of resolutions in conflict with this resolution are, to the extent of the conflict, hereby rescinded.

Dated: December 9, 2021

Reviewed and Approved by:

GARY FLETCHER
County Corporation Counsel
1411 Third Street Suite F
Port Huron, MI 48060

Board of Commissioners:

Resolution 21-36 Adopting Special Revenue Budgets and amending the 2021 General and Special Revenue Funds Budgets

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	22 SR Budget Adoption and GF and SRF Adjustment Memo 12.9.21	12/3/2021	Cover Memo
🗋	GF and SRF year end adj	12/2/2021	Cover Memo
🗋	Resolution 21-36 Adopting Special Revenue Budgets	12/1/2021	Cover Memo

COUNTY OF ST.CLAIR

Office of the Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: December 1, 2021

Re: 2022 Special Revenue Fund Budgets and 2021 Budget Adjustments

---

Attached are the final proposed amendments to the 2021 General Fund budget, proposed amendments to the 2021 Special Revenue Fund budgets and the proposed 2022 Special Revenue Fund budgets.

General Fund

The General Fund amendments represent adjustments to update the budget for:

- Adjustments to grant revenues and expenditures
- Reductions in revenues in District Court & Inmate Billing departments due to impact of COVID
- Adjust drain at large to actual
- Reduce interest revenue and increase Deeds recording fees
- Move Dog Licensing from Animal Control to a new project under the Treasurer
- Reduce the Child Care fund appropriation by $635,000 due to reduction in expenditures
- Increase appropriation by $475,000 to the Public Improvement fund for future projects
- Add an increase in expense of $165,000 for pension contribution to meet ADC
- Eliminate contingency of $100,194

I would like to point out that the Dog License revenues have significantly decreased since the start of the pandemic. They were down in 2020 and are down even more in 2021. We have set up a new project code under the Treasurer's Office in October 2021 as the Treasurer will now take over the Dog Licensing program within the County as required by statute.

The County has continued to see some revenue declines due to COVID 19 in 2021. Most of the County departments have been careful with their spending and are expected to end the year under budget. After all the above proposed adjustments, we expect the General Fund to end with a slight gain of $220,679.

Special Revenue Funds:

The Special Revenue Funds are used to account for specific revenues that are restricted for a specific purpose such as a millage fund. Some notable adjustments and changes to the Special Revenue Funds are as follows:

American Rescue Act Plan Fund (ARPA):
This is a new fund set up in 2021 to account for all ARPA funding received as required by the Michigan Department of Treasury. The 2021 budget accounts for the small amount of projects that are currently ready for expenditure and that were approved by the board in November 2021 as well as a transfer to the Economic Development fund of $3.5 million for the Board's project allocations. We have also budgeted for the remainder of the department projects in the 2022 budget as well.

Parks and Recreation Fund:
The 2022 Parks and Recreation budget includes the following manning table changes:

Additions		Deletions	
Deputy Director-Operations	CANUE	Special Events & Marketing Coordinator	AFSCME
Deputy Director-Projects	CANUE	Parks Operations Supervisor	CANUE
Park Manager	CANUE	Park Coordinator	AFSCME
Park Manager	CANUE	Park Coordinator	AFSCME
Park Manager (NEW)	CANUE		
Office Coordinator	AFSCME	Clerk II	

The increase in salaries and fringes for the above manning table changes totals $78,282. The Parks and Recreation fund has the fund balance to support these changes. The major increase is due to the new Park Manager that is needed for the new park at the south end of the County that will be opening in 2022. This new Park Manager position won't be filled until the new park is open and operational.

Drug Task Force Millage Fund:
The Drug Task Force Millage fund includes an increase to contracted labor as they plan to add an officer to the DTF from the City of Marysville. Currently there are several agencies that the County reimburses for labor. A joint agreement will be coming before the Board once all signatures are obtained from those participating in the joint effort. The addition of the Marysville officer would cost no more than $126,000 annually. The DTF fund balance can also support this increase in cost.

MI Indigent Defense:
The 2022 MIDC budget includes the previously approved staffing increase for one (1) Senior Public Defender, one (1) Legal Clerk I, one (1) Legal Clerk II, and one (1) Legal Clerk III as well as one (1) Casual Student Intern Law Clerk.

Most other Special Revenue Fund budgets remain consistent from the prior years, with a few showing a planned use of fund balance. All fund balances remain strong and are within County policy guidelines. At this time I request approval of the proposed 2021 amendments to the General Fund and Special Revenue Funds and the approval of the 2022 Special Revenue Fund budgets.

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets

	PARKS AND RECREATION	FRIEND OF COURT ACT 294	HEALTH DEPARTMENT	VETERAN'S MILLAGE	PROSECUTOR'S FORFEITURES	LIBRARY
REVENUES						
Taxes	3,280,299	-	-	663,184	-	4,702,584
License & Permits	-	-	323,725	-	-	-
Intergovernmental - Federal	-	266,816	-	-	-	-
- State	154,000	-	6,712,983	-	-	181,000
- Other	-	-	-	-	-	8,000
Charges for Services	92,400	49,000	133,421	-	-	18,000
Fines & Forfeits	-	-	-	-	35,000	360,000
Interest & Rents	4,500	6,000	-	100	-	7,600
Other Revenues	1,000	3,000	-	500	-	5,650
TOTAL REVENUES	3,532,199	324,816	7,170,129	663,784	35,000	5,282,834
EXPENDITURES						
Judicial	-	244,694	-	-	-	-
General Government	-	-	-	-	20,000	-
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	8,894,817	580,078	-	-
Recreation & Culture	4,056,410	-	-	-	-	5,282,060
Community and Economic Development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	4,056,410	244,694	8,894,817	580,078	20,000	5,282,060
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	-	-	1,724,688	-	-	-
Other	-	-	-	-	-	-
Operating Transfers Out	(200,000)	-	-	(83,706)	-	(371,001)
	(200,000)	-	1,724,688	(83,706)	-	(371,001)
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(724,211)	80,122	-	-	15,000	(370,227)
Estimated Fund Balance at Start of Year	1,770,950	892,484	5,180,060	306,145	196,070	2,217,716
Estimated Fund Balance at End of Year	1,046,739	972,606	5,180,060	306,145	211,070	1,847,489

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets

	CDGB HOUSING	HUD HOUSING	DRUG TASK FORCE MILLAGE	DRUG LAW ENFORCEMENT (FORFEITURES)	SENIOR CITIZENS MILLAGE	DEPARTMENT OF HUMAN SERVICES
REVENUES						
Taxes	-	-	3,718,883	-	5,368,188	-
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-
- State	-	-	5,000	-	-	-
- Other	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-
Fines & Forfeits	-	-	-	50,000	-	-
Interest & Rents	-	-	20,000	-	10,000	-
Other Revenues	30,000	-	10,000	40,000	-	-
TOTAL REVENUES	30,000	-	3,753,883	90,000	5,378,188	-
EXPENDITURES						
Judicial	-	-	-	-	-	-
General Government	-	-	-	-	-	-
Public Safety	-	-	3,277,787	100,000	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	-	-	5,526,444	21,001
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	15,000	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	15,000	-	3,277,787	100,000	5,526,444	21,001
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	-	-	-	-		21,001
Other	-	-	-	-		-
Operating Transfers Out	-	-	(692,512)	-	(11,732)	-
	-	-	(692,512)	-	(11,732)	21,001
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	15,000	-	(216,416)	(10,000)	(159,988)	-
Estimated Fund Balance at Start of Year	399,015	95,311	1,642,617	526,420	3,278,858	34,899
Estimated Fund Balance at End of Year	414,015	95,311	1,426,201	516,420	3,118,870	34,899

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets

	CHILD CARE	E - 911	DEEDS AUTOMATION	LOCAL CORRECTIONS TRAINING	FAMILY COUNSELING	BROWNFIELD REDEVELOPMENT
REVENUES						
Taxes	-	-	-	-	-	50,000
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-
- State	3,547,312	-	-	-	-	150,000
- Other	-	-	-	-	-	-
Charges for Services	74,000	1,350,000	160,000	25,000	16,000	10,000
Fines & Forfeits	-	-	-	-	-	-
Interest & Rents	-	-	2,000	-	-	-
Other Revenues	-	-	-	-	-	-
TOTAL REVENUES	3,621,312	1,350,000	162,000	25,000	16,000	210,000
EXPENDITURES						
Judicial	-	-	-	-	10,000	-
General Government	-	-	210,087	20,000	-	-
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	6,639,520	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	-	-	-	-	-	200,000
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	6,639,520	-	210,087	20,000	10,000	200,000
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	2,947,008		-	-	-	-
Other	-		-	-	-	-
Operating Transfers Out	-	(1,350,000)	-	-	-	-
	2,947,008	(1,350,000)	-	-	-	-
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(71,200)	-	(48,087)	5,000	6,000	10,000
Estimated Fund Balance at Start of Year	1,618,019	-	335,728	43,189	129,064	161,270
Estimated Fund Balance at End of Year	1,546,819	-	287,641	48,189	135,064	171,270

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets

	CONVENTION CENTER OPERATIONS	CONCEALED PISTOL LICENSING	MI INDIGENT DEFENSE	ANIMAL CONTROL DONATIONS	BUDGET INCENTIVE
REVENUES					
Taxes	-	-	-	-	-
License & Permits	-	125,000	-	-	-
Intergovernmental - Federal	-	-	-	-	-
- State	-	-	2,350,681	-	-
- Other	-	-	-	-	-
Charges for Services	720,000	-	120,000	-	-
Fines & Forfeits	-	-	-	-	-
Interest & Rents	205,600	-	-	-	-
Other Revenues	-	-	-	25,000	-
TOTAL REVENUES	925,600	125,000	2,470,681	25,000	-
EXPENDITURES					
Judicial	-	-	-	-	5,000
General Government	-	67,063	3,093,513	-	150,000
Public Safety	-	-	-	25,000	-
Public Works	-	-	-	-	-
Health & Welfare	-	-	-	-	-
Recreation & Culture	1,447,410	-	-	-	-
Community and Economic Development	-	-	-	-	-
Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	1,447,410	67,063	3,093,513	25,000	155,000
OTHER FINANCING SOURCES(USES)					
Operating Transfers in -					
County Appropriation	100,000	-	622,832	-	-
Other	421,810	-	-	-	-
Operating Transfers Out	-	-	-	-	-
	521,810	-	622,832	-	-
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expend-itures and Other Uses	-	57,937	-	-	(155,000)
Estimated Fund Balance at Start of Year	588,680	403,679	413,964	24,411	982,012
Estimated Fund Balance at End of Year	588,680	461,616	413,964	24,411	827,012

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2022 Budgets

	AMERICAN RESCUE PLAN ACT	TOTALS (MEMO ONLY)
REVENUES		
Taxes		17,783,138
License & Permits		448,725
Intergovernmental - Federal	1,036,458	1,303,274
- State		13,100,976
- Other		8,000
Charges for Services		2,767,821
Fines & Forfeits		445,000
Interest & Rents	5,000	260,800
Other Revenues		115,150
TOTAL REVENUES	1,041,458	36,232,884
EXPENDITURES		
Judicial	500,000	759,694
General Government	371,458	3,932,121
Public Safety	15,000	3,417,787
Public Works		-
Health & Welfare		21,661,860
Recreation & Culture		10,785,880
Community and Economic Development	150,000	365,000
Capital Outlay		-
TOTAL EXPENDITURES	1,036,458	40,922,342
OTHER FINANCING SOURCES(USES)		
Operating Transfers in -		
County Appropriation	-	5,415,529
Other	-	421,810
Operating Transfers Out	-	(2,708,951)
	-	3,128,388
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	5,000	(1,561,070)
Estimated Fund Balance at Start of Year	4,000	21,244,561
Estimated Fund Balance at End of Year	9,000	19,683,491

ST. CLAIR COUNTY
2021 BUDGET ADJUSTMENTS DETAIL
December 9, 2021

Acct. No.	Details	Revenues Increase/(Decrease)	Expenditures Increase/(Decrease)
	General Fund		
	Proposed to BOC on December 9, 2021		
101101	Reduce health insurance cost		(17,000)
101103	Reduce DHS Child care fund approp, retirement contrib for ADC, remove grant writing		(1,000)
101131	Reduce State Grant revenue	(1,000)	
101136	Reduce Dist. Court State grant, court costs, court fines, license suspension fees	(56,000)	
101148	Probate court retirement cost		13,744
101153	Mental Health court grant-Probation	3,000	
910148	Mental Health Court grant	6,500	6,502
101215	Clerk - charges for services	33,000	
101233	Purchasing - refunds and rebates	4,000	
101236	Register of Deeds - charges for services, deed recordings, copying charges	564,000	
101253	Treasurer- State grants, PPT reimbursement, revenue sharing, interest reduced, An Cntr	(344,834)	(21,000)
101257	MSU Extension - transfer in budget incentive funds	3,000	
910085	Gypsy Moth Suppression - contract with Friends of the St Clair River		6,000
101275	Drain Commissioner - retirement/ret hct expense		14,513
101289	Motor Pool - reduce charges for services, reduce fuel expense	(60,000)	(35,000)
910253	Dog Licensing - dog license revenues and expenses	245,000	21,000
920007	Pros Atty grant - increase in grant revenues	40,000	
101265	Building & Grounds - wages and fringes for retirement payout		20,000
960001	Admin Building Lease - increase utility expense		25,000
960004	Jail Building mainteance - increase maintenance contract expense		6,000
101301	Sheriff - reduce contract revenue for credits, reduce charges for services salvage veh ins	(78,000)	
101325	Communications - increase telephone surcharge transfer in, trf retirement to Drain	96,000	(14,513)
101334	Dive Team - building rental for storage		3,614
101351	Jail - federal & state grant rev, fed prisoners, telephone revenues, refunds	(12,600)	(75,000)
101362	Other corrections activities - increase in Huron House contract payments		25,000
101426	Emergency Management - federal grants, capital outlay, professional services, electric	24,727	18,000
101430	Animal Control - Dog Lic rev to Treasurer, court costs, charges for serv, inc supply exp	(374,500)	65,500
910003	Secondary Road Patrol grant increase in revenues and expenditures	11,000	11,000
910011	Inmate Billing - reduce prisoner workpass revenue	(80,000)	
910024	Operation Stonegarden grant - federal grants increase revenue and expenditures	100,000	100,000
910029	Federal Surplus Assets - move building rental to Dive Team		(3,614)
910032	Motor Carrier - revenues, repairs and captial outlay, vehicle outfitting	90,000	65,000
910071	Port Security Grant - Dive Team increase revenue and expenditures	7,000	7,000
910098	2018 Homeland Security Grant - grant expense		16,061
910100	2020 Homeland Security grant - grant expense		45,000
101445	Drain Public Benefit - reduce County at Large and Holland Drain assessment	427,401	223,023
920128	EGLE Birding Trail Grant revenue and expenditures	15,700	15,700
101648	Medical Examiner - contract with medical examiner		12,000
101661	Public Guardian - increase charges for services and health insurance exp	19,000	9,379
101890	Contingency		(100,194)
	Total General Fund Budget Adjustments	682,394	461,715

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

REVENUES

DEPT.#	DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
100 Legislative								
103	Other Legislative Activities	900,000		900,000		900,000		900,000
130 Judicial								
131	Circuit Court	139,672		139,672		139,672	(1,000)	138,672
136	District Court	1,716,192		1,716,192	12,000	1,728,192	(56,000)	1,672,192
	Drug/Sobriety Court	52,000		52,000		52,000		52,000
138	Courthouse Security	25,000		25,000		25,000		25,000
141	Friend of Court	2,237,397		2,237,397		2,237,397		2,237,397
	Incentive Payments	413,821		413,821		413,821		413,821
148	Probate Court	270,026		270,026	3,279	273,305		273,305
	Mental Health Court	155,000		155,000		155,000	6,500	161,500
149	Family Division-Circuit Court	293,171	(28,261)	264,910	1,145	266,055		266,055
	Recovery High School Grant	-	150,000	150,000		150,000		150,000
	Raise the Age Grant	-		-	60,000	60,000		60,000
153	District Court - Probation	186,000		186,000		186,000	3,000	189,000
		5,488,279	121,739	5,610,018	76,424	5,686,442	(47,500)	5,638,942
170 General Government								
191	Elections	50,000		50,000		50,000		50,000
215	Clerk	574,500		574,500		574,500	33,000	607,500
225	Equalization	199,304		199,304	3,412	202,716		202,716
229	Prosecuting Attorney	570,336		570,336		570,336		570,336
	Child Protective Investigations - Title IV-E	42,000		42,000		42,000	40,000	82,000
	Prosecuting Attorney - Coronavirus Grant	-		-	50,000	50,000		50,000
231	Victims Rights	175,010		175,010		175,010		175,010
233	Purchasing	15,000		15,000		15,000	4,000	19,000
236	Register of Deeds	1,502,500		1,502,500		1,502,500	564,000	2,066,500
253	County Treasurer	43,348,029	187,000	43,535,029	(63,228)	43,471,801	(344,834)	43,126,967
	Dog Licensing	-		-		-	245,000	245,000

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

DEPT.#	REVENUES DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
257	Cooperative Extension	-		-		-	3,000	3,000
	Co-op. Ext. - 21st Century Grant	-		-		-		-
	Co-op. Ext. - 4-H Programming	7,500		7,500		7,500		7,500
259	Information Technology	35,000		35,000		35,000		35,000
275	Drain Commissioner	138,500		138,500		138,500		138,500
289	Motor Pool	260,000		260,000		260,000	(60,000)	200,000
		46,917,679	187,000	47,104,679	(9,816)	47,094,863	484,166	47,579,029
300 Public Safety								
301	Sheriff	3,211,111		3,211,111	23,545	3,234,656	(78,000)	3,156,656
	Secondary Road Patrol Grant	120,000		120,000		120,000	11,000	131,000
	Motor Carrier Enforcement Grant	250,000		250,000		250,000	90,000	340,000
	Michigan Drive Safely Grant	35,000	4,028	39,028		39,028		39,028
	Edward Byrne Grant	15,582		15,582		15,582		15,582
	Federal Surplus Program	-		-	38,497	38,497		38,497
	Coronavirus Emergency Supplemental Grant	-	28,469	28,469		28,469		28,469
	Operation Stone garden	100,000		100,000		100,000	100,000	200,000
320	Criminal Justice Training Grant	15,000		15,000		15,000		15,000
325	Communications/Radio	1,265,300		1,265,300		1,265,300	96,000	1,361,300
	Communications Training Grant	20,000		20,000		20,000		20,000
331	Marine Law Enforcement	174,050	10,816	184,866		184,866		184,866
	Port Security Grant	-	1,200	1,200		1,200	7,000	8,200
	Marine Slow Wake Patrols	-		-	28,000	28,000		28,000
351	Corrections/Jail	2,887,700	(200,000)	2,687,700		2,687,700	(12,600)	2,675,100
	Inmate Billing	155,000		155,000		155,000	(80,000)	75,000
362	Other Correction Activities	-		-		-		-
	Substance Abuse Treatment Grant	161,000		161,000		161,000		161,000
426	Emergency Preparedness	42,000		42,000		42,000	24,727	66,727
	Annual Breakfast	14,850		14,850	(14,850)	-		-
	Solution Area Planners	150,000		150,000		150,000		150,000
	2017 Homeland Security Grant	50,000	(50,000)	-		-		-
	2018 Homeland Security Grant	100,000	9,884	109,884		109,884		109,884

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

DEPT.#	REVENUES DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
	2019 Homeland Security Grant	-	75,000	75,000		75,000		75,000
	Port Security Grant	-		-		-		-
	COVID 19- Resonse	-		-		-		-
428	Hazardous Materials Handling	20,000		20,000		20,000		20,000
430	Animal Shelter	484,500		484,500		484,500	(374,500)	110,000
		9,271,093	(120,603)	9,150,490	75,192	9,225,682	(216,373)	9,009,309
440 Public Works								
445	Drain - Public Benefit	16,455	-	16,455		16,455	427,401	443,856
		16,455	-	16,455	-	16,455	427,401	443,856
600 Health and Welfare								
648	Medical Examiner	25,000		25,000		25,000		25,000
661	Public Guardian	241,952		241,952	21,917	263,869	19,000	282,869
		266,952	-	266,952	21,917	288,869	19,000	307,869
690 Community and Economic Development								
400	Planning	175,000		175,000		175,000		175,000
	EGLE Birding Trail Grant	-		-		-	15,700	15,700
		175,000	-	175,000	-	175,000	15,700	190,700
	Totals	63,035,458	188,136	63,223,594	163,717	63,387,311	682,394	64,069,705

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

DEPT.#	EXPENDITURES DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
100 Legislative								
101	Board of Commissioners	230,493		230,493		230,493	(17,000)	213,493
103	Other Legislative Activities	1,082,500		1,082,500		1,082,500	159,000	1,241,500
	Appropriations to other Funds:							
	Health Department	1,724,688		1,724,688		1,724,688		1,724,688
	Child Care - Probate	2,787,008		2,787,008		2,787,008	(475,000)	2,312,008
	Child Care - Welfare	330,000		330,000		330,000	(160,000)	170,000
	Department of Human Services	29,001		29,001		29,001		29,001
	Public Improvement	700,000		700,000		700,000	475,000	1,175,000
	Road Commission	900,000		900,000		900,000		900,000
	Convention Center Operations	100,000		100,000		100,000		100,000
	Administrative Building Debt Fund	-		-		-		-
	Communications Tower Debt Service	-		-		-		-
	Mi Indigent Defense Fund	579,439		579,439		579,439		579,439
		8,463,129	-	8,463,129	-	8,463,129	(18,000)	8,445,129
130 Judicial								
131	Circuit Court	1,303,750	(5,092)	1,298,658		1,298,658		1,298,658
136	District Court	2,426,575		2,426,575		2,426,575		2,426,575
	Drug/Sobriety Court	52,000		52,000		52,000		52,000
138	Courthouse Security	637,842	778	638,620		638,620		638,620
141	Friend of Court	3,318,694		3,318,694		3,318,694		3,318,694
148	Probate Court	1,092,410		1,092,410		1,092,410	13,744	1,106,154
	Mental Health Court	154,998		154,998		154,998	6,502	161,500
149	Family Division-Circuit Court	1,641,409	(23,477)	1,617,932		1,617,932		1,617,932
	Recovery High School grant	-	150,000	150,000		150,000		150,000
151	Adult Probation	7,300		7,300		7,300		7,300
153	District Court Probation	871,161		871,161	2,375	873,536		873,536
		11,506,139	122,209	11,628,348	2,375	11,630,723	20,246	11,650,969

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

DEPT.#	EXPENDITURES DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
170 General Government								
172	Administrator/Controller	596,298		596,298		596,298		596,298
	Census Grant	-		-		-		-
191	Elections	96,801	12,316	109,117		109,117		109,117
201	Accounting	323,977		323,977		323,977		323,977
215	Clerk	843,893	(12,316)	831,577		831,577		831,577
225	Equalization	827,965		827,965	3,412	831,377		831,377
226	Human Resources	422,479		422,479		422,479		422,479
229	Prosecuting Attorney	3,193,323		3,193,323		3,193,323		3,193,323
	Child Protective Investigations - Title IV-E	10,000		10,000		10,000		10,000
	Prosecuting Attorney Coronavirus Grant	-		-	50,000	50,000		50,000
231	Victims Rights	10,800		10,800		10,800		10,800
233	Purchasing	99,357		99,357		99,357		99,357
236	Register of Deeds	128,195		128,195		128,195		128,195
253	County Treasurer	584,971		584,971		584,971	(21,000)	563,971
	Dog Licensing	-		-		-	21,000	21,000
257	Cooperative Extension	188,933		188,933		188,933		188,933
	Co-op. Ext. - 4-H Programming	7,500		7,500		7,500		7,500
	Gypsy Moth Supression	-		-	15,000	15,000	6,000	21,000
259	Information Technology	2,468,115		2,468,115		2,468,115		2,468,115
265	Buildings and Grounds	1,221,900		1,221,900		1,221,900	20,000	1,241,900
	FIA Building Lease Maintenance	779,591		779,591		779,591	25,000	804,591
	Jail/Juvenile Facility Maintenance	424,986		424,986		424,986	6,000	430,986
275	Drain Commissioner	572,659		572,659		572,659	14,513	587,172
289	Motor Pool	169,500		169,500		169,500	(35,000)	134,500
		12,971,243	-	12,971,243	68,412	13,039,655	36,513	13,076,168
300 Public Safety								
301	Sheriff	8,836,228		8,836,228	24,930	8,861,158		8,861,158
	Secondary Road Patrol Grant	120,000		120,000		120,000	11,000	131,000
	Motor Carrier Enforcement Grant	250,000		250,000		250,000	65,000	315,000
	Edward Byrne Grant	15,582		15,582		15,582		15,582

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

DEPT.#	EXPENDITURES DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
	Michigan Drive Safely Grant	35,000	4,028	39,028		39,028		39,028
	Federal Surplus Asset Program	25,000	75,640	100,640	38,497	139,137	(3,614)	135,523
	Coronavirus Emergency Supplemental Grai	-	28,469	28,469		28,469		28,469
	Operation Stonegarden	100,000		100,000		100,000	100,000	200,000
320	Criminal Justice Training Grant	15,000		15,000		15,000		15,000
325	Communications/Radio	1,954,012		1,954,012		1,954,012	(14,513)	1,939,499
	Communications Training Grant	20,000		20,000		20,000		20,000
331	Marine Law Enforcement	289,209		289,209		289,209		289,209
	Port Security Grant	-	1,200	1,200		1,200	7,000	8,200
	Marine Slow Wake Patrol Grant	-		-	28,000	28,000		28,000
334	Dive Team	31,606		31,606		31,606	3,614	35,220
351	Corrections/Jail	13,253,256		13,253,256		13,253,256	(75,000)	13,178,256
	Inmate Billing	80,965		80,965		80,965		80,965
362	Other Correctional Activities	100,000		100,000		100,000	25,000	125,000
	Substance Abuse Treatment Grant	161,000		161,000		161,000		161,000
426	Emergency Preparedness	304,205		304,205		304,205	18,000	322,205
	Annual Breakfast	14,850		14,850	(14,850)	-		-
	Port Security Grant	-		-		-		-
	Solution Area Planners	150,000		150,000		150,000		150,000
	2017 Homeland Security Grant	50,000	(50,000)	-		-		-
	2018 Homeland Security Grant	100,000	9,379	109,379		109,379	16,061	125,440
	2019 Homeland Security Grant	-	75,000	75,000		75,000		75,000
	2020 Homeland Security Grant	-		-		-	45,000	45,000
428	Hazardous Materials Handling	39,800		39,800		39,800		39,800
430	Animal Shelter	490,022		490,022		490,022	65,500	555,522
		26,435,735	143,716	26,579,451	76,577	26,656,028	263,048	26,919,076
440 Public Works								
445	Drains - Public Benefit	751,915	-	751,915		751,915	223,023	974,938

ST. CLAIR COUNTY
2021 GENERAL FUND BUDGET

DEPT.#	EXPENDITURES DEPARTMENT	2021 ADOPTED	5/20/2021 Adopted Amendments	2021 AMENDED	9/16/2021 Proposed Amendments	2021 AMENDED	12/9/2021 Proposed Amendments	2021 AMENDED
600 Health and Welfare								
648	Medical Examiner	541,731	6,535	548,266		548,266	12,000	560,266
649	Mental Health	955,672		955,672		955,672		955,672
661	Public Guardian	507,016		507,016	21,917	528,933	9,379	538,312
681	Veteran's Burial	15,000		15,000		15,000		15,000
		2,019,419	6,535	2,025,954	21,917	2,047,871	21,379	2,069,250
690 Community and Economic Development								
400	Planning	689,446		689,446		689,446		689,446
	EGLE Birding Trail Grant	-		-		-	15,700	15,700
401	Transportation Planning	8,350		8,350		8,350		8,350
		697,796	-	697,796	-	697,796	15,700	713,496
								-
850 Other Functions								-
890	Contingencies	190,082	(84,324)	105,758	(5,564)	100,194	(100,194)	-
								-
	Totals	63,035,458	188,136	63,223,594	163,717	63,387,311	461,715	63,849,026

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2021 Budgets - AMENDED

12/9/2021

	PARKS AND RECREATION	FRIEND OF COURT ACT 294	HEALTH DEPARTMENT	VETERAN'S MILLAGE	PROSECUTOR'S FORFEITURES	LIBRARY
REVENUES						
Taxes	3,181,413	-	-	646,245	-	4,345,100
License & Permits	-	-	291,024	-	-	-
Intergovernmental - Federal	-	231,000	2,463,108	-	-	-
- State	1,431,300	25,000	3,369,133	46,229	-	183,600
- Other		-	285	-	-	8,000
Charges for Services	131,186	40,000	924,969	-	15,000	71,000
Fines & Forfeits		-	-	-	25,000	326,000
Interest & Rents	4,232	5,100	-	100	-	55,050
Other Revenues	26,683	3,000	113,840	5,500	-	2,650
TOTAL REVENUES	4,774,814	304,100	7,162,359	698,074	40,000	4,991,400
EXPENDITURES						
Judicial	-	239,932	-	-	-	-
General Government	-		-	-	40,000	-
Public Safety	-		-	-	-	-
Public Works	-		-	-	-	-
Health & Welfare	-		8,887,047	622,988	-	-
Recreation & Culture	5,249,100		-	-	-	4,953,338
Community and Economic Development	-		-	-	-	-
Capital Outlay	-		-	-	-	-
TOTAL EXPENDITURES	5,249,100	239,932	8,887,047	622,988	40,000	4,953,338
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	-	-	1,724,688	-	-	-
Other	-	-	-	-	-	-
Operating Transfers Out	(200,000)	-	-	(81,146)	-	(736,133)
	(200,000)	-	1,724,688	(81,146)	-	(736,133)
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(674,286)	64,168	-	(6,060)	-	(698,071)
Estimated Fund Balance at Start of Year	2,445,236	828,316	5,180,060	312,205	196,070	2,915,787
Estimated Fund Balance at End of Year	1,770,950	892,484	5,180,060	306,145	196,070	2,217,716

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2021 Budgets - AMENDED

	CDGB HOUSING	HUD HOUSING	DRUG TASK FORCE MILLAGE	DRUG LAW ENFORCEMENT (FORFEITURES)	SENIOR CITIZENS MILLAGE	DEPARTMENT OF HUMAN SERVICES
REVENUES						
Taxes	-	-	3,624,520	-	5,183,880	-
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	-
- State	-	-	5,000	-	-	-
- Other	-	-	-	-	-	-
Charges for Services	-	-	-	-	-	-
Fines & Forfeits	-	-	-	105,000	-	-
Interest & Rents	-	-	5,000	-	20,000	-
Other Revenues	55,000	-	10,000	50,000	-	-
TOTAL REVENUES	55,000	-	3,644,520	155,000	5,203,880	-
EXPENDITURES						
Judicial	-	-	-	-	-	-
General Government	-	-	-	-	-	-
Public Safety	-	-	3,072,049	150,000	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	-	-	-	-	5,574,782	29,001
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	20,000	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	20,000	-	3,072,049	150,000	5,574,782	29,001
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	-	-	-	-	-	29,001
Other	-	-	-	-	-	-
Operating Transfers Out	-	-	(682,086)	-	(12,738)	-
	-	-	(682,086)	-	(12,738)	29,001
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	35,000	-	(109,615)	5,000	(383,640)	-
Estimated Fund Balance at Start of Year	364,015	95,311	1,752,232	521,420	3,662,498	34,899
Estimated Fund Balance at End of Year	399,015	95,311	1,642,617	526,420	3,278,858	34,899

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2021 Budgets - AMENDED

	CHILD CARE	E - 911	DEEDS AUTOMATION	LOCAL CORRECTIONS TRAINING	FAMILY COUNSELING	BROWNFIELD REDEVELOPMENT
REVENUES						
Taxes	-	-	-	-	-	75,000
License & Permits	-	-	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	65,000
- State	3,030,222	-	-	-	-	200,000
- Other	-	-	-	-	-	-
Charges for Services	-	1,344,000	184,000	25,000	15,000	10,000
Fines & Forfeits	-	-	1,000	-	-	-
Interest & Rents	-	-	-	-	-	-
Other Revenues	74,000	-	-	-	-	-
TOTAL REVENUES	3,104,222	1,344,000	185,000	25,000	15,000	350,000
EXPENDITURES						
Judicial	-	-	-	-	10,000	-
General Government	-	-	206,368	-	-	350,000
Public Safety	-	-	-	20,000	-	-
Public Works	-	-	-	-	-	-
Health & Welfare	5,625,027	-	-	-	-	-
Recreation & Culture	-	-	-	-	-	-
Community and Economic Development	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	5,625,027	-	206,368	20,000	10,000	350,000
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	2,482,108	-	-	-	-	-
Other	-	-	-	-	-	-
Operating Transfers Out		(1,344,000)	-	-	-	-
	2,482,108	(1,344,000)	-	-	-	-
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	(38,697)	-	(21,368)	5,000	5,000	-
Estimated Fund Balance at Start of Year	1,656,716	-	357,096	38,189	124,064	161,270
Estimated Fund Balance at End of Year	1,618,019	-	335,728	43,189	129,064	161,270

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2021 Budgets - AMENDED

	CONVENTION CENTER OPERATIONS	CONCEALED PISTOL LICENSING	ANIMAL CONTROL DONATIONS	MI INDIGENT DEFENSE	BUDGET INCENTIVE	CARES ACT
REVENUES						
Taxes	-	-	-	-	-	-
License & Permits	-	125,000	-	-	-	-
Intergovernmental - Federal	-	-	-	-	-	656,835
- State	-	-	-	2,039,111	-	-
- Other	-	-	-	-	-	-
Charges for Services	173,482	-	-	170,000	-	-
Fines & Forfeits	-	-	-	-	-	-
Interest & Rents	61,911	-	-	-	-	-
Other Revenues	-	-	25,000	-	-	-
TOTAL REVENUES	235,393	125,000	25,000	2,209,111	-	656,835
EXPENDITURES						
Judicial	-	-	-	-	6,000	-
General Government		65,651	-	2,788,550	144,000	-
Public Safety		-	25,000	-	-	-
Public Works		-	-	-	-	-
Health & Welfare		-	-	-	-	-
Recreation & Culture	875,252	-	-	-	-	-
Community and Economic Development		-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES	875,252	65,651	25,000	2,788,550	150,000	-
OTHER FINANCING SOURCES(USES)						
Operating Transfers in -						
County Appropriation	100,000	-	-	579,439	-	-
Other	539,859	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-
	639,859	-	-	579,439	-	-
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	-	59,349	-	-	(150,000)	656,835
Estimated Fund Balance at Start of Year	588,680	344,330	24,411	413,964	1,132,012	(656,835)
Estimated Fund Balance at End of Year	588,680	403,679	24,411	413,964	982,012	-

ST. CLAIR COUNTY
SPECIAL REVENUE FUNDS
2021 Budgets - AMENDED

	AMERICAN RESCUE PLAN ACT	TOTALS (MEMO ONLY)
REVENUES		
Taxes		17,056,158
License & Permits		416,024
Intergovernmental - Federal	3,600,000	7,015,943
- State		10,329,595
- Other		8,285
Charges for Services		3,103,637
Fines & Forfeits		457,000
Interest & Rents	4,000	155,393
Other Revenues		365,673
TOTAL REVENUES	3,604,000	38,907,708
EXPENDITURES		
Judicial	-	255,932
General Government	100,000	3,694,569
Public Safety	-	3,267,049
Public Works		-
Health & Welfare		20,738,845
Recreation & Culture		11,077,690
Community and Economic Development		20,000
Capital Outlay		-
TOTAL EXPENDITURES	100,000	39,054,085
OTHER FINANCING SOURCES(USES)		
Operating Transfers in -		
County Appropriation		4,915,236
Other		539,859
Operating Transfers Out	(3,500,000)	(6,556,103)
	(3,500,000)	(1,101,008)
Excess of Budgeted Revenues and Other Sources over (under) Budgeted Expenditures and Other Uses	4,000	(1,247,385)
Estimated Fund Balance at Start of Year	-	22,491,946
Estimated Fund Balance at End of Year	4,000	21,244,561

RESOLUTION 21-36

ADOPTING 2022 SPECIAL REVENUE FUNDS BUDGETS, AMENDING THE 2021 GENERAL AND SPECIAL REVENUE FUNDS BUDGETS

WHEREAS, under the provisions of the Uniform Budgeting and Accounting Act, P.A. 621 of 1978 as amended, for local units of government in Michigan, all budgets for Special Revenue Funds must be adopted by the Legislative Body; and

WHEREAS, the County Administrator/Controller hereby submits and recommends the adoption of the 2021 budgets of the County's various Special Revenue Funds (attached as Exhibit "A") in accordance with the Uniform Budgeting and Accounting Act, P.A. 621 of 1978 as amended; and

WHEREAS, also under P.A. 621 of 1978 as amended, amendments to governmental fund type budgets must be approved by the Legislative Body and in accordance with generally accepted accounting principles, as applicable to governmental units, the budgeted revenues and expenditures should be compared with the actual revenues and expenditures in the financial statements at year-end; and

WHEREAS, in the 2021 General and Special Revenue Funds budgets the revenues and expenditures totals should be amended as recommended by the Administrator/Controller (attached as Exhibit "B").

NOW, THEREFORE BE IT RESOLVED, that the above recommended 2022 Special Revenue Funds Budgets be adopted and the 2021 Budgets of the General and Special Revenue Funds be amended as recommended, in compliance with State of Michigan Public Act 621 of 1978, as amended, which amends Public Act 2 of 1968, entitled "The Uniform Budgeting and Accounting Act."

DATED: December 9, 2021

Reviewed and Approved by:

_____

GARY A. FLETCHER
Corporation Counsel
1411 Third Street Suite F
Port Huron, Michigan

Write off of Accounts Receivable – Self Revolving Fund – St. Clair Land Clearing

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Write off of Accounts Receivable – Self Revolving Fund – St. Clair Land Clearing	11/29/2021	Cover Memo

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

Karry Hepting, CPA
Adminidtrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: November 23, 2021

Re: Write off of Accounts Receivable – Self Revolving Fund – St. Clair Land Clearing

---

In 2012, the County paid the St. Clair County Road Commission $152,822.25 to clear and grade land on Range road where the current Magna plant resides. At that time, we created an accounts receivable within our Self Revolving Fund in hopes that we would recoup those funds at a later date.

Since the amount is on our books and considered uncollectible, the Accounts/Grants Receivables policy requires that any write offs over $10,000 are approved by our Board of Commissioners.

At this time, we do not feel that we will be repaid for the cost and are proposing to write off the accounts receivable balance within that fund in the amount of $152,822.25.

2022 Board of Commissioners' Meetings Schedule

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	2022 Board of Commissioners' Meetings Schedule	12/9/2021	Cover Memo

2022 Board of Commissioners' Meetings Schedule

January

January 06, 2022 – Standing Committee Meetings

January 20, 2022 – Regular Full BOC

February

February 03, 2022 – Standing Committee Meetings

February 17, 2022 – Regular Full BOC

February 28, 2022 – Legislative Lunch

March

March 03, 2022 – Standing Committee Meetings

March 17, 2022 – Regular Full BOC

April

April 07, 2022 – Standing Committee Meetings

April 21, 2022 – Regular Full BOC

May

May 05, 2022 – Standing Committee Meetings

May 16, 2022 – Legislative Lunch

May 19, 2022 – Regular Full BOC

June

June 02, 2022 – Standing Committee Meetings

June 16, 2022 – Regular Full BOC – Travel Meeting – (TBD)

July

July 7, 2022 – Standing Committee Meetings

July 21, 2022 – Regular Full BOC – Travel Meeting – (TBD)

2022 Board of Commissioners' Meetings Schedule

August

August 04, 2022 – Standing Committee Meetings

August 15, 2022 – Legislative Lunch

August 18, 2022 – Regular Full BOC – Travel Meeting – (TBD)

September

September 01, 2022 – Standing Committee Meetings

September 15, 2022 – Regular Full BOC – Travel Meeting - (TBD)

October

October 06, 2022 – Standing Committee Meetings

October 20, 2022 – Regular Full BOC

November

November 03, 2022 – Standing Committee Meetings

November 17, 2022 – Regular Full BOC

November 21, 2022 – Legislative Lunch

December

December 01, 2022 – Standing Committee Meetings

December 08, 2022 – Regular Full BOC (last one of the year)

Note: All Regular Board and Standing Committee Meetings begin at 6 p.m. (on Thursdays) and are held at the County Administrative Office Building, unless otherwise posted.

Boards and Commissions Reappointments

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Boards and Commissions Reappointments	12/7/2021	Cover Memo

COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER

KRISTINE M MORRIS
Administrative Analyst

MEMO

To: Board of Commissioners

From: Kristine Morris

Date: 12/09/2021

Re: Boards and Commissions Reappointments

Below is a list of individuals and their represented positions on various boards and commissions that are expiring and desire reappointment.

Central Dispatch Advisory Board			
Chief Thomas Konik	Fire Representative	4 Years	12/31/2025
Chief Joseph Doan	Alternate – Fire Representative	4 Years	12/31/2025
Commission on Aging			
CarolAnn Wasilco	District 6	3 Years	12/31/2024
Kristy Jones	District 2	3 Years	12/31/2024
Health Advisory Board			
Marie Muller	District 4	2 Years	12/31/2023
John Jones	District 5	2 Years	12/31/2023
Metropolitan Planning Commission			
John Steffy	Local Government	3 Years	12/31/2024
Donald Sheldon	Agriculture/Natural Resources	3 Years	12/31/2024
Parks and Recreation Commission			
William Foster	Member-at-Large	3 Years	12/31/2024
Donald Sheldon	Alternate – Member-at-Large	3 Years	12/31/2024
Cindy Babisz	Alternate – District 6 & 7	3 Years	12/31/2024
Septic Tank Appeals Board			
Tom Morgan	Professional	2 Years	12/31/2023
Alan Briolat	Professional	2 Years	12/31/2023
Tom Kaufman	Professional	2 Years	12/31/2023
Veterans Affairs Board			
John Beebe	Member	4 Years	12/31/2025

2021 Coronavirus Response and Relief Supplemental Appropriation Act Grant (CRSAA)

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	MEMO_CRRSAA_ACRGP_12012021	12/1/2021	Cover Memo
🗋	CRRSAA Agreement_PHN	12/1/2021	Cover Memo
🗋	Form 2122	12/1/2021	Cover Memo

MEMO

St. Clair County International Airport

TO:	Karry Hepting, Administrator Controller
	St. Clair County Board of Commissioners
FROM:	Catherine Fiore, Airport Director
DATE:	December 1, 2021
SUBJECT:	2021 Coronavirus Response and Relief Supplemental Appropriation Act Grant (CRRSAA)

St. Clair County International Airport has received an Airport 2021 CRRSAA Act Grant in the amount of **$23,000.00**.

The Airport was awarded the funding based on the airport category as economic relief due to the COVID-19 pandemic.

The 2021 CRRSAA Act Grant can be used towards the airport's costs related to operations, personnel, cleaning, sanitation, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

There is not local match under the CRRSAA ACT. With your approval payment requests will be submitted to MDOT Office of Aeronautics for review, followed by being forwarded to the FAA for payment.

2021 CRRSAA Agreement

Subgrant # _____

The Michigan Department of Transportation, acting as a Federal Aviation Administration (FAA) Block Grant Program Participant, has executed FAA CRRSAA Grant Number 3-26-SBGP-130-2021. This Block Grant outlines specific requirements, terms, conditions, and assurances required of the Michigan Department of Transportation and any subordinate grant recipients.

This CRRSAA Agreement shall convey the specific requirements, terms, conditions, and assurances contained in FAA CRRSAA Grant Number 3-26-SBGP-130-2021 to _____ hereafter referred to as "the SPONSOR" as a subgrant recipient of funds. FAA CRRSAA Grant Number 3-26-SBGP-130-2021 is attached to this CRRSAA Agreement.

The maximum obligation payable to the SPONSOR is $_____. The SPONSOR shall use these funds for any purpose for which airport revenues may be lawfully used. CRRSAA Grant subgrant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under 3-26-SBGP-130-2021 or any associated subgrants may not be used for any purpose not related to the airport.

MDOT Michigan Department of Transportation

The SPONSOR shall upload each payment request to MDOT's ProjectWise software. Each request shall include the following information:

a) CRRSAA Reimbursement Request Form
b) Summary Sheet

Once completed payment requests are received, MDOT will review, process, and submit the request to FAA via the Delphi Invoicing System.

In addition to all specific requirements, terms, conditions, and assurances contained in FAA CRRSAA Grant Number 3-26-SBGP-130-2021, the Sponsor shall ensure strict adherence to the following audit requirements:

1. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.

2. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute with regard to allowable expenses or any other issue under this Agreement, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

3. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

4. If any part of the work is subcontracted, the SPONSOR will assure compliance with sections (1), (2), and (3) above for all subcontracted work.

5. The SPONSOR agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. The SPONSOR also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

6. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the

SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Agreement or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

The Sponsor agrees to comply with all portions of this Agreement.

Sponsor: _____

Authorized Sponsor Signatory: _____

Authorized Sponsor Signatory (Printed): _____

Date:_____

MDOT
Michigan Department of Transportation

MDOT Signatory: _____

MDOT Signatory Printed: _____

Date: _____

Michigan Department
of Transportation
2122 (04/18)

MDOT DIGITAL SIGNATURE CERTIFICATE REQUEST FORM

INSTRUCTIONS:
The information on this form is required by the Michigan Department of Transportation (MDOT) to verify the identity of the applicant requesting a digital signature certificate. The supplied information ensures the returned digital signature certificate matches the identity of the signer. The assigned signature is eligible for use on all applicable MDOT documents.

This completed form will remain valid until the signer's digital signature certificate expires or until such time as the signer needs to create a new digital signature. Each digital signature is unique. If another digital signature is used, even though it appears similar, it will not validate as the encrypted data within the signature will not match the previously validated signature information. This will result in the rejection of any document on which the non-validated signature has been used.

It is the responsibility of the applicant and/or associated company/agency to notify MDOT of any change in employment status, signing authority, or e-mail address that may impact the validity of the assigned signature. Note: Applicants and associated company/agencies may be directly contacted to further authenticate the identity of the applicant and/or confirm signing authority.

Completed forms must be returned electronically to: MDOT-eSign@Michigan.gov

SIGNATURE APPLICANT SECTION	
APPLICANT NAME (LEGAL NAME) Karry Hepting	COMPANY/AGENCY St. Clair County, Michigan
APPLICANT NAME AS TO APPEAR ON SIGNATURE (IF DIFFERENT THAN FIELD ABOVE)	TITLE Administrator/Controller
PROFESSIONAL LICENSURE (PE, PS, AIA, etc.)	LICENSE NUMBER
E-MAIL kahepting@stclaircounty.org	PHONE NUMBER (810) 989-6900

CERTIFICATION AFFIDAVIT:
The undersigned affirms all information provided on this form is true and correct. I agree to supply and receive information electronically. I agree to utilize MDOT's current digital signing software as the legal equivalent of my hand-written signature on all required transactions. I also understand by signing below, the digital signature certificate assigned will be used exclusively for State of Michigan contracting and/or authorized use only.

PRINT OR TYPE NAME, SAME AS SIGNATURE BELOW	TITLE
Karry Hepting	Administrator/Controller
APPLICANT SIGNATURE	DATE

FY22 St. Clair County Community Mental Health Agreement for Drug Court Services

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	SCCCMH LOA Memo	12/2/2021	Cover Memo
🗋	FY22 St. Clair County Community Mental Health Agreement for Drug Court Services	12/2/2021	Cover Memo

CHIEF DISTRICT JUDGE
HONORABLE MICHAEL WEST

DISTRICT JUDGES
HONORABLE MICHAEL L. HULEWICZ
HONORABLE JOHN D. MONAGHAN
HONORABLE MONA S ARMSTRONG

COURT ADMINISTRATOR
Linda Girard



PROBATION DEPARTMENT
201 MCMORRAN BOULEVARD
ROOM 1200
PORT HURON, MI 48060
(810) 985-2100

CHIEF PROBATION OFFICER
DOUGLAS L. JONES – 985-2057

PROBATION OFFICERS
ABBEY ARMSTRONG – 985-2049
CORY CLARK – 985-2467
DARCI FALTER – 985-2466
PAIGE FISCHER – 985-2457
NICHOLAS GODINEZ – 985-2481
ADAM ROSENAU – 985-2151
MATT TROY – 985-2277

To: St. Clair County Board of Commissioners

From: Douglas L. Jones, Chief Probation Officer

Date: 12/3/21

Re: Letter of Agreement

I am submitting for your review and authorization, the letter of agreement between St. Clair County/72nd District Court. Specifically, this is in support of the Court Recovery program.

Thank you so much for your consideration.

Douglas L. Jones
Chief Probation Officer
810-985-2057
djones@stclaircounty.org

Contract #25354

LETTER OF AGREEMENT

(SUB-CONTRACT)

between

ST. CLAIR COUNTY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

~ Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant ~
(Recovery Court)

This LETTER OF AGREEMENT / SUB-CONTRACT is for the period of October 1, 2021 through September 30, 2022 (FY22).

Conditioned upon **72ND DISTRICT COURT, County of St. Clair,** *Michigan Recovery Court Program,* executing the attached *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant* ('Attachment A' to this LETTER OF AGREEMENT/SUB-CONTRACT) with State Court Administrative Office, Lansing, Michigan (SCAO), **St. Clair County** will, in turn, provide funding, per this LETTER OF AGREEMENT up to twenty eight thousand seven hundred eighty-seven dollars ($28,787.00) to **St. Clair County Community Mental Health Authority**, in accordance with the *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant* terms. These funds are to address contractual expenses within the *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant.*

ATTACHMENT A: *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (Grant Sub-Contract Summary)*

As a condition of funding, **St. Clair County Community Mental Health Authority**, as sub-recipient of grant funding, agrees to abide by the requirements delineated in the attached *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant.*

To receive reimbursement, **St. Clair County Community Mental Health Authority** must submit documentation in the form of invoices for treatment costs to **St. Clair County Recovery Court.**

Program Director / Designee
St. Clair County Recovery Court — Date: 10-16-21

Chairman / Designee
St. Clair County Board of Commissioners — Date

Executive Director / Designee
St. Clair County Community Mental Health Authority — Date: 11-16-2021

ALCOHOL TRAFFIC SAFETY AND DRUNK DRIVING PREVENTION INCENTIVE GRANT SUBCONTRACT

SUBGRANTEE:
Dept. Name: **St. Clair Co. Community Mental Health Authority**
Address: **3111 Electric Avenue**
City, State & Zip: **Port Huron, MI 48060**
Telephone: **(810)985-8900**
Fax: **(810)985-7620**

SUBGRANTEE PROJECT OFFICIAL:
Project Director: **Kathleen Gallagher**
Title: **Program Director**
Department:
Address: **3111 Electric Avenue**
City, State & Zip: **Port Huron, MI 48060**
Telephone: **(810)985-8900**
Fax: **((810)985-7620**

SCAO CONTRACT #25354 -St. Clair Co. Dist. Court.-2022

SUBCONTRACTOR FEDERAL ID#
38-6006420

PROJECT START DATE	PROJECT END DATE
10/1/2021	9/30/2022

SUBGRANTEE FINANCIAL OFFICIAL:
Project Director: **Karen Farr**
Title: **Finance Director**
Department: **Finance**
Address: **3111 Electric Avenue**
City, State & Zip: **Port Huron, MI 48060**
Telephone: **(810)985-8900**
Fax: **(810)985-7620**

BUDGET SUMMARY

CATEGORY	AMOUNT
Salaries & Wages	$0
Fringe Benefits	$0
Travel	$0
Supplies & Materials	$0
Equipment	$0
Other Expenses: Contractual	$28,787.00
TOTAL	$28,787.00

PROJECT TITLE: Alcohol traffic Safety & Drunk Driving Prevention Incentive Grant

SCAO Contract No.: 25354
Federal Grant Award No.: AL-22-05
CFDA No.: 20.601

OHSP FUNDS	$28,787.00
MATCHING FUNDS	$0
TOTAL	$28,787.00

We hereby accept this subcontract in the amount and for the period shown above on the basis of the application, assurances and supporting documents submitted by the Grantee to the Michigan State Police. The subgrant becomes effective upon the return of the executed subcontract to the Grantee. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The subgrantee agrees to provide the Grantee with a copy of the Single Audit Report of the subgrantee's entity.

FOR THE SUBGRANTEE:

Signature:
Name: Date:
Subgrantee Authorizing Official

Signature: Kathleen Gallagher 11-16-21
Name: Kathleen Gallagher Date:
Subgrantee Project Official

Signature: Karen A. Farr 11.29.21
Name: Karen Farr Date:
Subgrantee Financial Official

FOR THE GRANTEE:

Signature: Abbey K Armstrong
Name: Abbey K Armstrong
Project Director Date: 12-2-21

GRANTEE:
Department: **St. Clair County District Court**
Address: **201 McMorran Blvd.**
City, State & Zip: **Port Huron, MI. 48060**

Contract #25354

LETTER OF AGREEMENT

(SUB-CONTRACT)

between

ST. CLAIR COUNTY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

~ Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant ~
(Recovery Court)

This LETTER OF AGREEMENT / SUB-CONTRACT is for the period of October 1, 2021 through September 30, 2022 (FY22).

Conditioned upon **72ND DISTRICT COURT, County of St. Clair,** *Michigan Recovery Court Program,* executing the attached *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant* ('Attachment A' to this LETTER OF AGREEMENT/SUB-CONTRACT) with State Court Administrative Office, Lansing, Michigan (SCAO), **St. Clair County** will, in turn, provide funding, per this LETTER OF AGREEMENT up to twenty eight thousand seven hundred eighty-seven dollars ($28,787.00) to **St. Clair County Community Mental Health Authority,** in accordance with the *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant* terms. These funds are to address contractual expenses within the *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant.*

ATTACHMENT A: *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant (Grant Sub-Contract Summary)*

As a condition of funding, **St. Clair County Community Mental Health Authority,** as sub-recipient of grant funding, agrees to abide by the requirements delineated in the attached *Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant.*

To receive reimbursement, **St. Clair County Community Mental Health Authority** must submit documentation in the form of invoices for treatment costs to **St. Clair County Recovery Court.**

Program Director / Designee
St. Clair County Recovery Court

10-16-21
Date

Chairman / Designee
St. Clair County Board of Commissioners

Date

Executive Director / Designee
St. Clair County Community Mental Health Authority

11-16-2021
Date

ALCOHOL TRAFFIC SAFETY AND DRUNK DRIVING PREVENTION INCENTIVE GRANT
SUBCONTRACT

SUBGRANTEE:
Dept. Name: **St. Clair Co. Community Mental Health Authority**
Address: **3111 Electric Avenue**
City, State & Zip: **Port Huron, MI 48060**
Telephone: **(810)985-8900**
Fax: **(810)985-7620**

SUBGRANTEE PROJECT OFFICIAL:
Project Director: **Kathleen Gallagher**
Title: **Program Director**
Department:
Address: **3111 Electric Avenue**
City, State & Zip: **Port Huron, MI 48060**
Telephone: **(810)985-8900**
Fax: **((810)985-7620**

SCAO CONTRACT #25354 -St. Clair Co. Dist. Court.-2022

SUBCONTRACTOR FEDERAL ID#
38-6006420

PROJECT START DATE	PROJECT END DATE
10/1/2021	9/30/2022

SUBGRANTEE FINANCIAL OFFICIAL:
Project Director: **Karen Farr**
Title: **Finance Director**
Department: **Finance**
Address: **3111 Electric Avenue**
City, State & Zip: **Port Huron, MI 48060**
Telephone: **(810)985-8900**
Fax: **(810)985-7620**

BUDGET SUMMARY

CATEGORY	AMOUNT
Salaries & Wages	$0
Fringe Benefits	$0
Travel	$0
Supplies & Materials	$0
Equipment	$0
Other Expenses: Contractual	$28,787.00
TOTAL	$28,787.00

PROJECT TITLE: **Alcohol traffic Safety & Drunk Driving Prevention Incentive Grant**

SCAO Contract No.: 25354
Federal Grant Award No.: AL-22-05
CFDA No.: 20.601

OHSP FUNDS	$28,787.00
MATCHING FUNDS	$0
TOTAL	$28,787.00

We hereby accept this subcontract in the amount and for the period shown above on the basis of the application, assurances and supporting documents submitted by the Grantee to the Michigan State Police. The subgrant becomes effective upon the return of the executed subcontract to the Grantee. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The subgrantee agrees to provide the Grantee with a copy of the Single Audit Report of the subgrantee's entity.

FOR THE SUBGRANTEE:

Signature:
Name: Date:
Subgrantee Authorizing Official

Signature: Kathleen Gallagher 11-16-21
Name: Kathleen Gallagher Date:
Subgrantee Project Official

Signature: Karen A. Farr 11.29.21
Name: Karen Farr Date:
Subgrantee Financial Official

FOR THE GRANTEE:

Signature: Abbey K Armstrong
Name: Abbey K Armstrong
Project Director Date: 12-2-21

GRANTEE:
Department: **St. Clair County District Court**
Address: **201 McMorran Blvd.**
City, State & Zip: **Port Huron, MI. 48060**

MICHIGAN STATE UNIVERSITY | Extension

To: St. Clair County Board of Commissioners

From: Jerry Johnson, MSU Extension District Director

Date: November 22, 2021

Re: 2022 Memorandum of Agreement: MSU Extension Services in St. Clair County

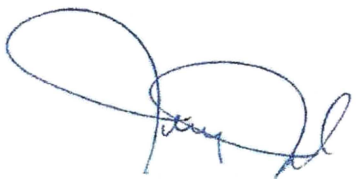
The attached Memorandum of Agreement (MOA) clarifies the terms and conditions of MSU Extension's work efforts in St. Clair County. In addition, it verifies the budget terms upon which have been previously agreed.

The annual assessment for 2022 is $28,291.00 which is to be paid quarterly consistent with past practice. This assessment provides the financial support for expenses related to educator staff and program support for the 4-H Youth Development program. St. Clair County also provides work space and office supplies necessary for daily operations. MSU will provide access to programs in all four MSU Extension Institutes for St. Clair County. This includes access to Educators, Program Instructors and MSU faculty affiliated with each Institute.

We enter into this agreement annually subject to the approval by the St. Clair County Board of Commissioners.

I will be in attending virtually to answer any questions or concerns expressed by the board.

Sincerely,



Jerry Johnson
District 10 Director
MSU Extension

St. Clair County
MSU EXTENSION

200 Grand River Avenue
Suite 102
Port Huron, MI 48060

810.989.6935
Fax: 810.985.3557

msue.stclaircounty.org

MSU is an affirmative-action, equal-opportunity employer.

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Saint Clair County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.

3. A county 4-H program. **0** FTE 4-H Program Coordination.

4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.

5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.

7. Administrative oversight of MSUE office operations.

8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.

2. Office and meeting space meeting the following requirements:

    a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
    b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
    c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
    d. Access to space for delivering Extension programs.
    e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.

3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

    1.0 FTE County employed Clerical Staff

Optional:

4. Funding for additional Extension educators at **0** FTE
5. Funding for additional 4-H program capacity at **0** FTE
6. Funding for additional paraprofessional(s) at **0** FTE
7. Total Annual Assessment in the amount of **$28,291**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A.	Base Assessment (includes 0 FTE 4-H Program Coordination)	$94,965
	ADDITIONAL PERSONNEL	
B.	0 FTE Clerical Support Staff to be employed by MSU	$0
C.	0 FTE Educator (Program Area:)	$0
D.	Credit 1.0 FTE County Employed 4-H Program Coordinator	$(66,674)
E.	0 FTE Additional paraprofessional staff	$0
	TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2022:	**$28,291**

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2022, the first day of the County budget year 2022 and shall terminate on the last day of such County budget year 2022. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to County of St. Clair, Office of the Administrator/Controller, Attn: Accts Payable, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060, if to the County.

II. General Terms

1. **Independent Contractor**. The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.

2. **Force Majeure**. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment**. This agreement is non-assignable and non-transferable.
4. **Entire Agreement**. This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries**. This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination**: The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY

By:_____

Evonne Pedawi
Contract & Grant Administration
Its:_____

Date:_____

SAINT CLAIR COUNTY

By: _____

Print name:_____

Its:_____
(title)

Date:_____

Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) https://tech.msu.edu/about/guidelines-policies/aup/.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

COUNTY OF ST. CLAIR



Boards and Commissions Application

First Name: Sushma Middle Initial: _____ Last Name: Reddy

Home Address: 5744 Lakeshore Road Home Phone: (810)385-9699

City: Fort Gratiot Zip Code: 48059 Bus Phone: (586)871-0473

E-mail Address: sushreddyendo@yahoo.com Cell Phone: (586)871-0473

I am at least 18 years of age: x☐ Yes ☐ No

Employer: Diabetes Solutions International Title: President

Nature of Employment: Endocrinologist

Educational Level: Postgraduate Degree Received: MD

Board and/or Commission interested in serving on: Board of Health

Community activities and/or experience: See attached

Previous Held Appointments: None Length of Appointment: _____

Other information you wish to provide to qualify you to serve on the Board and/or Commission: See attached

Available for day time meetings? x☐ Yes ☐ No

Available for evening meetings? x☐ Yes ☐ No

Upon appointment, the applicant must complete a standard background check including, but not limited to drug screening, driving record check, criminal background, and sex offender registry.

Sushma Reddy
Signature

10/19/21
Date

Application for Board of Health: Supplementary Information for Sushma Reddy

WORK EXPERIENCE

1/15 - present	President, Diabetes Solutions International
7/14 – 5/19	Endocrinologist, Lake Huron Medical Group, Port Huron, MI.
7/91 – 7/14	Endocrinologist, Endocrinology & Diabetes Center, Port Huron, MI

HOSPITAL APPOINTMENTS

7/91-present	Staff Endocrinologist, Lake Huron Medical Center, Port Huron, MI.
9/15 – 6/19	Director of Population Health, Lake Huron Medical Center, Port Huron, MI
7/91-7/17	Staff Endocrinologist, Port Huron Hospital, Port Huron, MI.

HOSPITAL COMMITTEES

2007 – 6/19	Director, Diabetes Excellence Team, Lake Huron Medical Center Achieved Joint Commission Disease Specific Specialty Certification for Inpatient Diabetes Care, June 2016 Recertified in 2018 (one of two hospitals in Michigan)
1993 – 6/19	Chair, Diabetes Advisory Committee, Lake Huron Medical Center
2005 – 2015	Director, Diabetes Excellence Team, Port Huron Hospital Achieved Joint Commission Disease Specific Specialty Certification for Inpatient Diabetes Care, Nov 2012 Recertified in Oct 2014 (one of two hospitals in Michigan)
1992 – 2015	Chair, Diabetes Advisory Committee, Port Huron Hospital

HONORS AND AWARDS

The MAVEN Project's 2021 Educator Award
People's Choice Award for the 2017 Governors Fitness Award
Finalist, Directors Champion of Health for the 2017 Governors Fitness Award
Hometown Health Hero Award Michigan Dept of Community Health 2012
Michigan State Medical Society Community Service Award 2010
Medtronic Center of Excellence Award 2009
Patient Focused Physician Award, St. Joseph Mercy Hospital 2008
Michigan State Medical Society Community Service Award 2006

COMMUNITY ACTIVITIES

VOLUNTEER ACTIVITIES

2/19 – 2021 Port Huron Area School District Wellness Committee
1/16 – present Board Member, Blue Water YMCA
2011 – present Trustee, St. Clair County Medical Society Foundation

2015 – present Blue Water Walking Club – A project that encourages physical activity by establishment of walking clubs in our county

2009 – 2020 Walk for Summer Reading – A project that encourages physical activity and improves literacy skills in disadvantaged elementary school students. The students walk to "earn" books for summer reading.

2012 – present Co-Chairperson, St. Clair County Community Services Coordinating Body Healthy Lifestyles Workgroup

1999 – 2015 Endocrinologist, Sweet Touch Program – Diabetes care and management for uninsured/underinsured as part of Peoples Clinic for Better Health, a collaborative effort by St. Clair County Medical Society and St. Joseph Mercy Hospital, Port Huron, Michigan

2010 – 2018 Trustee, Community Foundation of St. Clair County

2008 Teen Health Center Lifestyles

2008 Holland Woods Middle School Science Club

2004 Y Knot Club – a youth program to initiate health and fitness habits for life. Initiated and sponsored this program through the YMCA of the Blue Water Area.

2003 Promoted and participated in the Educational Awareness Program on the Prevention of Type 2 DM in adults and children

HONORS AND AWARDS

2021 Dr Bassam Nasr Distinguished Champion Award

2001 John R Hogan Humanitarian Award

2016 Blue Water Woman of the Year

1999 Women of Distinction Award, Michigan Waterways Council of Girl Scouts

1995 Spirit of Port Huron Award Cultural category.

Boards and Commissions Committee Report

Health Advisory Board

Est. 1942; Geographic districts apportioned by Resolution 84-29

	Position	*Term*	*Expiration*
Mr. Arnold Koontz 3245 Range Rd. Port Huron MI 48060-1617 *Home Phone* (810) 982-3219 *Work Phone* (810) 956-0768 *Mobile Phone* (810) 956-7673 *Email* aeddk@aol.com	District 1	2 Years	12/31/2023
~~Vacancy~~ Dr. Sushma Reddy *Home Phone* *Work Phone* *Mobile Phone* *Email*	District 2	2 Years	12/31/2022
Ms. Monica Standel 105 Frantz St. Capac MI 48014 *Home Phone* *Work Phone* *Mobile Phone* (810) 650-0982 *Email* monicastandel@gmail.com	District 3	2 Years	12/31/2022
Mrs. Marie J. Muller 9505 Sparling Road Goodells MI 48027 *Home Phone* (810) 384-6517 *Work Phone* *Mobile Phone* *Email*	District 4	2 Years	12/31/2021
Mr. John F. Jones 7619 Markel Road Ira Township MI 48023 *Home Phone* (586) 725-4553 *Work Phone* *Mobile Phone* *Email* johnjones7619@hotmail.com	District 5	2 Years	12/31/2021

Health Advisory Board

Est. 1942; Geographic districts apportioned by Resolution 84-29

	Position	*Term*	*Expiration*
Lisa M. Beedon 2877 Military St. Port Huron MI 49060 *Home Phone* (810) 683-9617 *Work Phone* (810) 989-6900 *Mobile Phone* *Email* lbeedon@stclaircounty.org	Represents BOC's		

ST. CLAIR COUNTY
HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

Memorandum

ANNETTE MERCATANTE MD MPH
MEDICAL HEALTH OFFICER

GREG BROWN
ADMINISTRATOR

ADVISORY BOARD OF HEALTH

MARIE J. MULLER
CHAIRPERSON

JOHN F. JONES
VICE CHAIRPERSON

CHERYL SMITH
SECRETARY

ARNOLD KOONTZ

MONICA STANDEL

LISA BEEDON
COUNTY COMMISSIONER

Divisions

ADMINISTRATION
P 810.987.5300
F 810.985.2150

DENTAL CLINIC
P 810.984.5197
F 810.984.0747

EMERGENCY PREPAREDNESS
P 810.987.5300
F 810.987.0630

ENVIRONMENTAL HEALTH
P 810.987.5306
F 910.985.5533

HEALTH EDUCATION
P 810.987.5300
F 810.986.2150

NURSING DIVISION
P 810.987.5300
F 810.985.4487

TEEN HEALTH
P 810.987.1311
F 810.966.2898

WIC PROGRAM
P 810.987.8222
F 810.966.2898

www.scchealth.co
/scchdmi | @scchdmi

DATE: October 18, 2021

TO: St. Clair County Board of Commissioners

FROM: Greg Brown, Administrator

RE: Health Department Space Study Contract Approval

In anticipation of beginning the process for planning a new Health Department building, a request for proposal (RFP-HD-0621-413) was issued through the Purchasing Department for bids to complete a Health Department space study. We received two bids, and after reviewing the bids it has been decided to pursue the bid from A3C Architecture. The Health Department is respectfully requesting approval of a professional service contract with A3C Architecture not to exceed $33,250. There are sufficient Health Department funds to support this project.

Statement of Qualifications tow:

County of Saint Clair

Saint Clair's Health Department Space Study



A3C COLLABORATIVE ARCHITECTURE

A3C
COLLABORATIVE
ARCHITECTURE

Senior Principals

Brian K. Winkler
Donald F. Barry
Jan K. Culbertson
Daniel H. Jacobs
Anne M. Cox

Principals

Ron Lincoln
Lissa Spitz

August 18, 2021

County of St. Clair, Michigan
Administration
Purchasing Division
200 Grand River, Suite 203
Port Huron, MI 48060

RE: Health Department Space Study

Dear County of St. Clair Health Dept -

A3C is eager to partner with the St. Clair County Health Department to implement its Health Department Space Study. As a firm that emphasizes health, wellness and sustainability, we appreciate your needs and will meet them in a manner that is consistent with the long-term goals of the St. Clair County Health Department.

A3C is uniquely qualified to meet the challenges posed by your project. In addition to a 35-year history working on local, public-sector projects, we offer a unique blend of health care experience, programming expertise, new building and renovation experience, and environmental stewardship. We are responsible partners and community leaders with the knowledge and experience to help you meet your aspirations.

We would strive to be your trusted partner in this Health Department Study. We have maintained long-term relationships with many institutional clients, including Canton Township, University of Michigan, Wayne State University, Michigan State University, Beaumont Health, Henry Ford Health, and Michigan Medicine. We understand the importance of accountability, responsiveness, and working within client expectations. We like to think that the duration of these relationships is a testament to our ability to meet these client-specific needs.

Sustainable design has been part of our ethos since firm inception. We incorporate environmental stewardship into all of our designs, allowing our clients to advance awareness and reduce life cycle costs. It's the way we work; and part of our DNA. Our partner MEP firm PBA Associates has coordinated with us on LEED projects and also always incorporates energy saving and sustainability measures to meet our clients needs. PBA and A3C have worked together for over 10 years, and would be delighted to work together on this project.

We are community leaders in sustainability, health, and wellness. A3C is not only a signatory to the AIA 2030 Commitment, one of our firm partners is co-chair of the Ann Arbor 2030 District. We continue to be involved in the A2Zero Carbon Neutrality Initiative, as a member of its Legislative Implementation Subcommittee. I also serve as President Elect of the Huron Valley Chapter of the American Institute of Architects. This latter responsibility has given me a unique perspective on current local challenges, including embodied carbon initiatives, diversity and inclusion, and the adversities faced by community organizations during a pandemic and beyond.

If you seek qualified Healthcare Planning Services, and a firm committed to sustainability, please do us the honor of allowing us to serve you. Thank you for the opportunity to provide you with this proposal.

Sincerely,

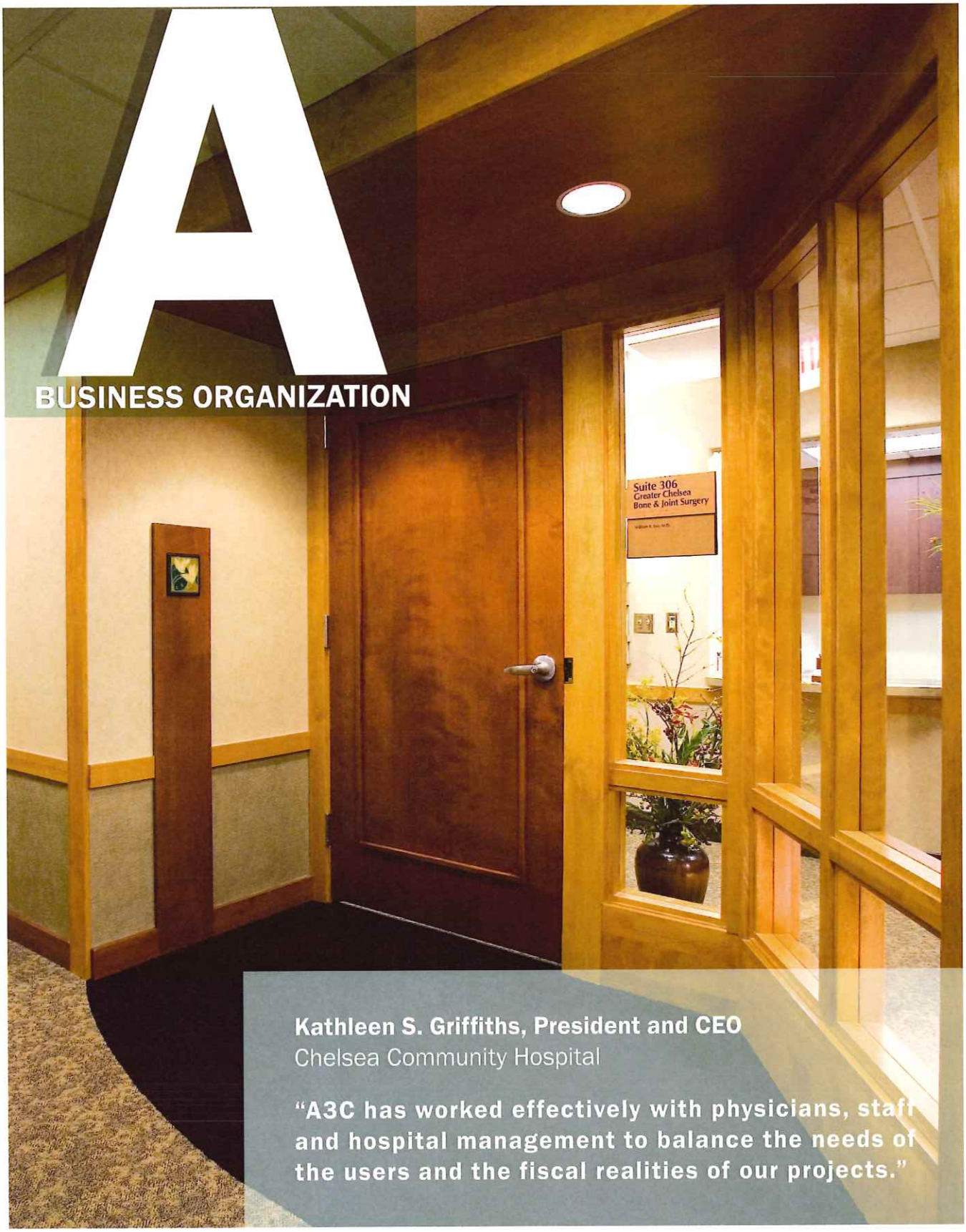
Anne M. Cox

A3C – Collaborative Architecture
Anne M. Cox, AIA, ACHA, EDAC, LEED AP BD+C, WELL AP
Senior Principal, Shareholder

A3C
115 1/2 E. Liberty St.
Ann Arbor, MI
48104-1913
734.663.1910
www.a3c.com

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A

BUSINESS ORGANIZATION

Kathleen S. Griffiths, President and CEO
Chelsea Community Hospital

"A3C has worked effectively with physicians, staff and hospital management to balance the needs of the users and the fiscal realities of our projects."

About A3C


UTH ELEVATION

A3C - Collaborative Architecture
115 1/2 East Liberty Street
Ann Arbor, MI 48104

Phone: 734-663-1910
Email: marketing@a3c.com
Web: www.a3c.com

Firm Background

Incorporated in Michigan in 1983, A3C is a multidisciplinary architecture firm with a focus on municipal, educational, and healthcare design. We partner with clients to create responsive, sustainable solutions through our core values of a collaborative approach, a supportive environment, quality work, and environmental stewardship.

Healthcare Workgroup

Our healthcare workgroup consists of a team of healthcare architects and project managers with specialized experience in the planning, design, documentation, and execution of a full range of healthcare facility projects. Our focus is on developing long-term relationships with healthcare clients large and small. A3C has working relationships with many health care providers in Michigan. Since 1991, A3C has maintained a blanket contract with Michigan Medicine, having completed hundreds of projects. We have worked with Beaumont Health, Inc. since 2005.

We have completed a wide variety of healthcare project types, including:

- Medical Offices
- Ambulatory/Clinical Facilities
- Inpatient Facilities
- Surgery Suites
- Diagnostic Imaging, including mobile technologies
- Emergency Services
- Laboratories
- Dining/Food Service
- Computer Facilities
- Infusion Centers

Respect our Clients

We have learned how to create special spaces that work for our clients at the unique budget they have adopted. We work with our clients to be sure a realistic program and budget have been established that meets their needs and finances.

Service & Expertise

The Design Team at A3C consists of architects, interior designers, and project managers with specialized experience in the planning, design, documentation, and execution of a full range of facility projects. We coordinate our work with our consultants for seamless integration of building technologies and interiors. These skills are supported by a wealth of resources and technology. Our firm is capable of meeting your needs in all aspects of the project: feasibility studies, designs, construction documents, specifications, and contract administration services. Cost opinions are developed with the help of an in-house data bank and the benefit of our construction specialist. We take responsibility for meeting our clients' schedules, cost and time parameters, and maintaining a high level of quality. This quality is illustrated by our excellent investigation, documentation, and coordination skills. Our approach has earned us a reputation for creative, practical solutions completed within established budgets and time frames.

Health Care Facility Experience





SURGICAL FACILITIES
Surgical Department Renovations
Pain Clinics
Operating Suites
Orthopedic OR
Endoscopy Procedure
Laser Surgery
Preparation / Holding / Recovery
Outpatient Surgery

DIAGNOSTIC IMAGING
MRI: Fixed, Mobile
PET
Computer-Aided Tomography: Fixed, Mobile
General Radiology / Fluoroscopy
Nuclear Medicine
Ultrasound
Mammography
Stereotactic Breast Biopsy
Cardiac Catheterization Lab
Pulmonary / Respiratory
Lithotripsy

PHARMACY
Inpatient Pharmacy
Satellite Pharmacy
Retail Pharmacy
Home Health

REHABILITATION
Physical Therapy
Cardiac Rehabilitation
Occupational Therapy
Speech Pathology / Audiology
Brain Injury Day Treatment
Sports Medicine
Health & Wellness

LABORATORIES
Invitro Fertilization Lab
Phlebotomy / Specimen Collection
Clinical Pathology
Anatomical Pathology
Blood Bank

RETAIL
Optical Services
Cafe / Coffee Shop
Learning / Book Store
Bank Branch / Bankmart
Home Health Aids & Supplies
Healthy Living Concepts

DINING / FOOD SERVICE
Conferencing Facilities
Dining Room / Meeting Room
Cafeteria
Servery
Main Kitchen
Galley Kitchen
Production Dishwasher
Cook / Chill Area

INPATIENT FACILITIES
Rehabilitation
Headpain
Intensive Care
Trauma / Burn
Pediatric
Behavioral Health
Skilled Nursing
Medical / Surgical
Operating Rooms / Surgical Suites
Birthing Unit / Labor & Delivery
Special Care Nurseries (NICU)
Mother / Baby Units/LDRP's

SPECIAL PROJECTS
Central Server
Systems Monitoring
Simulation Centers
Surgical Nursing Training Centers
Emergency Power Generation
Hyperbaric Treatment Suites

EMERGENCY SERVICES
Urgent Care
Emergency Departments
Observation Units

AMBULATORY/CLINICAL
Oncology/Infusion Services
Women's Health
Resource Center
Timeshare Clinics
Internal Medicine
Behavior Health / Partial Hospitalization
Spine / Back Care
Occupational Health
Family Practice
Reproductive Health
Pediatrics
Surgical Specialists
Sleep Study
Bariatric Treatment
Ophthalmology
Dentistry
Orthodontic Dentistry
Oral Surgery
Blood Draw
Executive Office Suites
Dermatology
Plastic Surgery / Vein Clinic
Cardiology

A3C's Anne Cox
Healthcare Planner Expert
Experience





Anne is a senior healthcare planner and architect with over 25 years of experience. She studies and facilitates workshops on operational, programmatic, logistical, and functional issues to enable the design team and her clients to make decisions that promote operational best practices and bench-marked design strategies. These results maximize the value of her clients' facility assets, raise owner satisfaction, and help improve project outcomes. **Anne notes that...**

"...the greatest successes come from working together, listening, and using collaborative teamwork. These components are the best way to bring about great projects with meaningful outcomes."

In addition to her project work, Anne volunteers with her local chapter of the American Institute of Architects, Huron Valley Chapter, promoting quality, built environments for SE Michigan. **She has spoken at a number of conferences and written articles on healthcare planning topics.** Two are noted here:

'Applying behavioral health design strategies to the ED Environment; Providing a safe and therapeutic ED'.
Health Facilities Management Magazine, pp 40-44. October 4, 2018.

'Health and Wellness in the Built Environment'.
AIAMI Design Perspectives Series, Construction Association of Michigan (CAM) Magazine, pp.12-15, May 2021.

One client recommendation notes:

"It is without hesitation that I present my highest recommendation for Anne Cox. It has been my pleasure to work directly with Ms. Cox on highly complicated clinical projects where she functioned as the lead healthcare architect and planner. Ms. Cox is of the highest caliber of any architectural professional I have had the pleasure to work with."

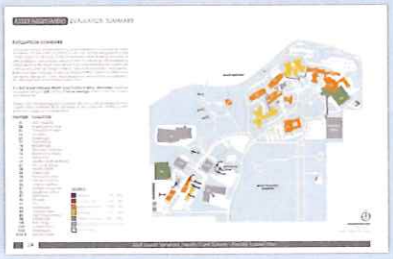
Gary A. Smith, Lt. Col. (Ret), USAF, Chief of Engineering, VA Ann Arbor Healthcare System

Summary of Anne's Planning Experience with Visual Examples

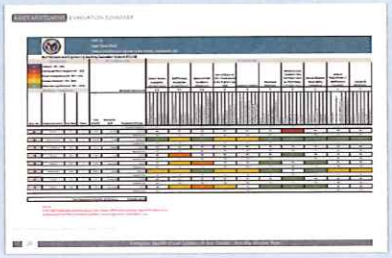
Department of Veterans Affairs: Veterans Integrated Service Network 16

Location: Fayetteville, AK + Biloxi, MS + New Orleans, LA

Role: Project Lead for Programming, Planning, Facility Evaluation & New Work Projects for three complete Veterans Administration Campuses



Campus Assessment Mapping



Asset Evaluation Summary



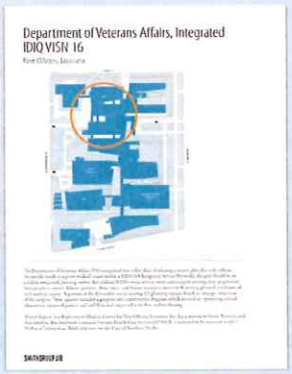
Master Planning Evaluation



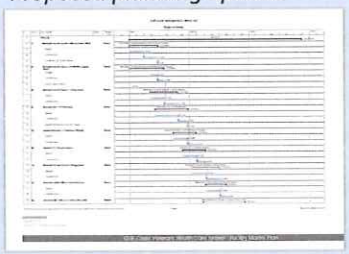
Proposed planning options



Existing Space Gap Analysis



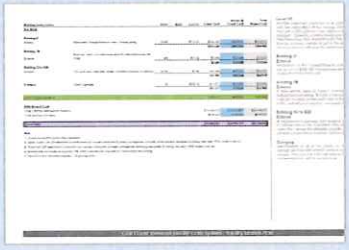
Campus Asset Mapping



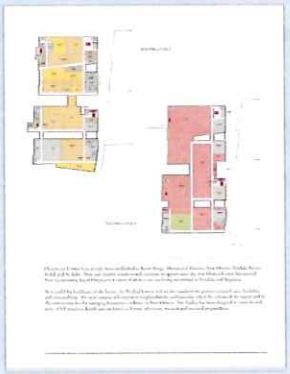
Cost Allocation & Estimating

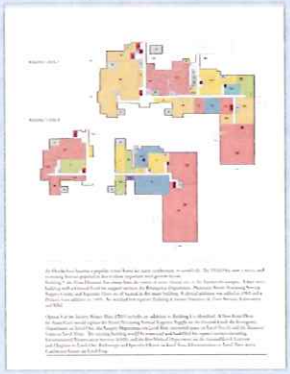


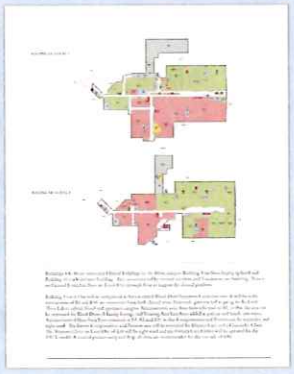
Building Additions



Project Scheduling



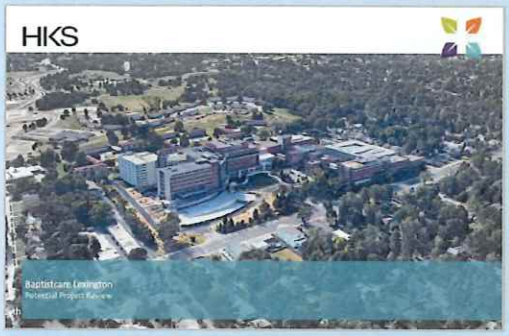




Baptist Health Kentucky: Campus Facility Evaluations | Central Region Planning Studies

Location: Lexington, KY + Richmond, KY + Corbin, KY

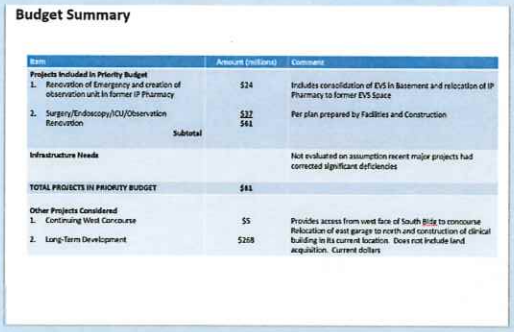
Role: Facility Evaluation Lead for Three complete campuses+all related outpatient centers in the Central Region of Kentucky



Lexington, KY – Comprehensive Campus Plan



Planning for a new MOB, expanded ED & CDU

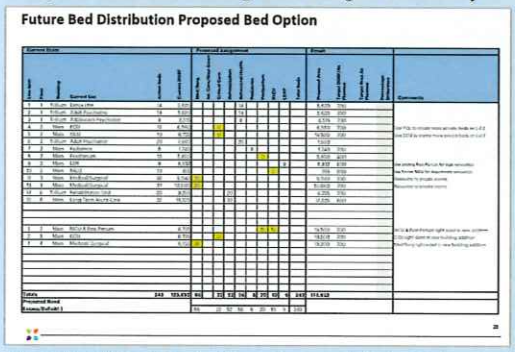


Item	Amount (millions)	Comment
Projects Included in Priority Budget		
1. Renovation of Emergency and creation of observation unit in former IP Pharmacy	$24	Includes consolidation of EVS in Basement and relocation of IP Pharmacy to former EVS Space
2. Surgery/Endoscopy/ICU/Observation Renovation	$37	Per plan prepared by Facilities and Construction
Subtotal	$61	
Infrastructure Needs		Not evaluated on assumption recent major projects had corrected significant deficiencies
TOTAL PROJECTS IN PRIORITY BUDGET	$61	
Other Projects Considered		
1. Continuing West Concourse	$5	Provides access from west face of South Bldg to concourse
2. Long-Term Development	$268	Relocation of east garage to north and construction of clinical building in its current location. Does not include land acquisition. Current dollars

Project Cost Estimating and Budget Summary



Planning for expanded Surgery, ICU & Endo



Inpatient Bed Projections to meet future demand



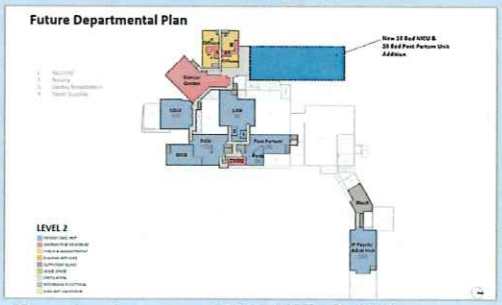
Planning for a new Loading Dock & EVS

Summary of MEP Needs*

Category	Priority 1 Immediate	Priority 2 1-5 Years	Priority 3 6-10 Years
Upgrade Chiller Plant	100,000	100,000	750,000
Upgrade Medical Gas Plant		225,000	
CSEPP System	230,000		
Air Handling Systems	300,000	750,000	
Controls		300,000	
Steam Production	100,000		250,000
1995 MOB Upgrades	125,000	225,000	
Normal Power Electrical System Modifications	30,000		
Emergency Power System Modifications		350,000	300,000
Electrical Switchboard/Panelboard Replacement			2,500,000
Electrical System Documentation	100,000		
Lighting Upgrades		250,000	
TOTALS	**985,000**	**2,400,000**	**3,800,000**

*Construction cost in dollars. Capital summary adds 20% for project cost

Mechanical, Electrical, Plumbing upgrades



Planning for a new NICU, LDRs & IPUs

Ascension Macomb Oakland Hospital: Vertical Bed Tower Expansion

Location: Warren, MI

Role: Project Director for Programming and Healthcare Planning

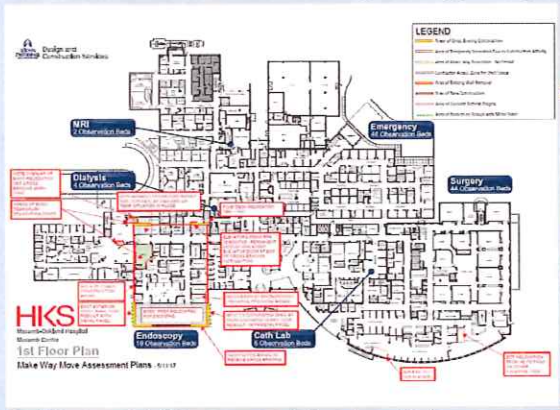








Pre-construction planning for ongoing operations during bed tower construction



Bed Tower Addition over existing hospital



Light and views for the new Rehabilitation Department



New Collaborative Staff Work Areas



Inpatient Rehabilitation Gymnasium

About the Firm

Recognized as a leader in mechanical/electrical/plumbing (MEP) engineering, Peter Basso Associates (PBA) is at the forefront of the application of new technology. Our engineers focus on building systems solutions that pay returns over the life of the facility, balancing performance with cost.

Services

Engineering design services are provided during design, construction and operations and include: Mechanical Engineering, Electrical Engineering, Energy Management Services, Commissioning, Communication Technologies Design, and Architectural Lighting Design through Illuminart, our lighting division.

Project Portfolio

The firm is organized to serve four key market sectors: Commercial & Governmental Buildings, K-12 Schools, Higher Education and Healthcare/ Laboratories, with MEP systems being designed for a broad range of facility types.

Technical Capabilities

Engineering designs are produced using current versions of Autodesk AutoCAD MEP and Autodesk Revit MEP, as we lead the industry in our use of Building Information Modeling technology for mechanical and electrical design. New technology – whether it is hardware, software, or methodology -- is analyzed and integrated into our design process on an on-going basis.

A Brief History

When Peter Basso Associates was founded in 1990, a small staff provided only mechanical engineering services until electrical engineering services were added in 1991. In 2002, PBA became **100% employee-owned** through an Employee Stock Ownership Plan. Being a company of owners means that everyone involved with a project literally has a vested interest in its successful outcome.

Today our staff of 110 provides comprehensive services. From the inception of the firm to today, the commitment to excellence in engineering and personal attention to clients has remained a core value of the firm.

Just the Facts

Services:

PBA provides MEP engineering services during design, construction and operations including:

- Mechanical Engineering
- Electrical Engineering
- Energy Management
- LEED® Design/Documentation
- Commissioning, Retro-Cx
- Communication Technologies
- Architectural Lighting Design by Illuminart, a division of PBA

Personnel by Discipline:

110 Employees including:
66 Engineers (25 registered)
13 Designers
9 CAD Specialists
14 LEED Accredited Professionals
10 Administrative Support
6 Lighting Designers (4 Certified)
2 Certified Plumbing Designers
2 Certified Energy Managers
2 Certified Cx Professionals
1 Certified Construction Specifier
3 College Interns

Locations:

(Headquarters)
5145 Livernois, Suite 100
Troy, MI 48098
T (248) 879.5666
F (248) 879.0007

2001 Commonwealth, Suite 203
Ann Arbor, MI 48105
T (734) 913.4749
F (734) 913.4957

Peter Basso Associates | www.peterbassoassociates.com

Representative Medical Office / Ambulatory Care Projects

Engineering infrastructure is a critical element of healthcare facility design; they must provide a high level of occupant comfort and reliability. Special attention must be given to infection control, illumination levels and comfort levels for patients. PBA has provided mechanical and electrical engineering services for numerous health-care projects including hospitals, ambulatory surgery centers, critical care units, medical office buildings, and more. The following is a sample of our Medical Office and Ambulatory Care experience:



- **Beaumont Health System, Troy, MI**
  Outpatient Integrative Medicine Renovation
  MOB OT/PT Renovations Phase II

- **Beaumont Health System, Royal Oak, MI**
  Medical Office Building 5th Floor Electrical Panels Upgrade
  Medical Office Building - East HVAC Renovations
  Dr. Koffron 6th Floor Renovation/Transplant

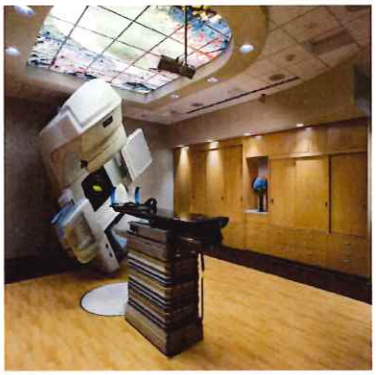


- **Beaumont Health System, Dearborn, MI**
  Oakwood Hospital New Surgical Suite and Offices

- **Beaumont Health System, West Bloomfield, MI**
  Medical Center Expansion

- **Clarkston Medical Center, Clarkston, MI**
  Medical Office Building Phase 1

- **Dearborn Town Center, Dearborn, MI**
  Midwest Medical Center LEED Silver Design



- **Detroit Medical Center, Detroit, MI**
  Children's Hospital of Michigan Carls Building 2nd thru 5th Floors Renovation

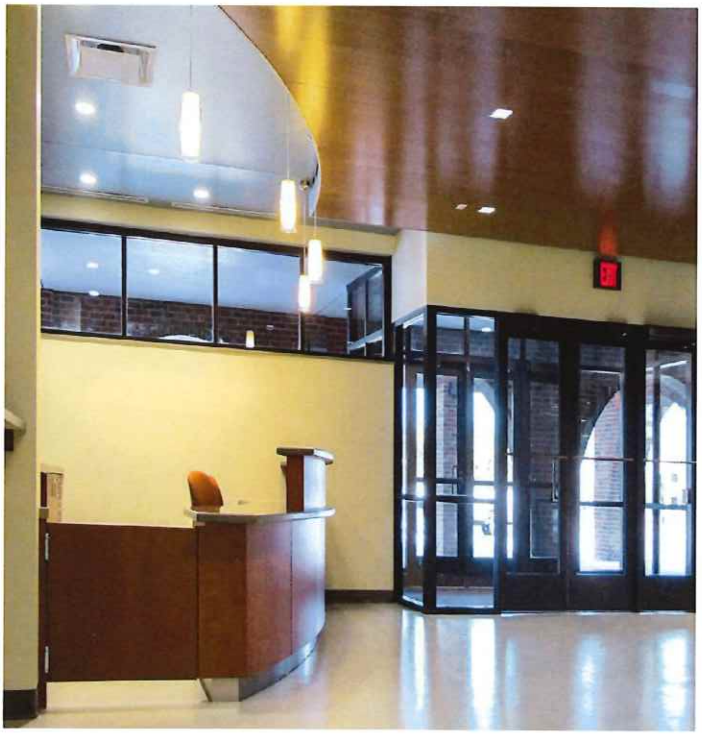
- **Henry Ford Health System, Brownstown, MI**
  New Wyandotte Ambulatory Care Center

- **Henry Ford Health System, West Bloomfield, MI**
  Farmington Road MOB Renovation

- **Henry Ford Health System, Dearborn, MI**
  Henry Ford Medical Center - Fairlane Emergency Department Addition and Renovation
  Henry Ford Medical Center - Fairlane Gastro Suite Renovation

Macomb Community College

Space Optimization and Utilization Program (SOUP) Clinton Township, MI







Completion:
2012 / Ongoing

Size:
Six Buildings - 68,300 Square Feet

Construction Cost:
$9.6 Million Estimate

Reference:
Bill Simonson
Manager, Engineering & Hazmat
(586) 286-2110

Project Description

Peter Basso Associates provided MEP engineering services for the renovation of six buildings on the South and Center campuses of Macomb Community College. Building spaces include classrooms and seminar halls; counseling offices and support spaces; career services area; and student services such as financial aid, information, and enrollment. Because the owner wished the buildings to remain in operation during construction, renovations occurred in a sequential order. As one building was renovated, the occupants from the next in line moved in, leaving that building vacant for renovation, and so on.

Projects included:

- An analysis of the deficiency in the airflow delivered to the spaces in the MAC Building. This deficiency created comfort and controllability issues for the occupants. Recommended corrective actions were issued in a report to the College.
- Fiber duct replacement in the CK Building.
- A study of the operational issues related to the exhausting of contaminated air through the existing energy recovery unit in the ST Building Welding Lab. Recommended corrective actions were issued in a report to the College.
- Renovation of the Alternative Energy Lab in the SR Building.
- Renovation of SD-302 in the Campus Administration Building.
- Modification of the roof top unit in the MAC Building.

As a result, PBA has continued providing services on more than 75 projects at MCC from electrical equipment replacements and numerous building renovations, to chiller replacements, emergency lighting upgrades, and additional facility condition assessments and improvements. Currently underway is the major renovation and addition to the Skilled Trades and Advanced Technology Center. MEP scope includes updating the entire HVAC and electrical systems, all new lighting, and all new technology.

Peter Basso Associates | www.peterbassoassociates.com



B

RECOMMENDATION

Margaret M Holmes, Vice President & Chief Operating Officer Dept. of Obstetrics & Gynecology
Wayne State University

" A3C has been our choice on more than one occasion and the fact that we call them again and again is proof of their ability to work effectively with physician groups. They are current with regard to health care facility design, codes and regulations, they provide guidance relative to operational efficiencies and effective use of space, and our projects have been on time and within budget. The experience A3C brings to a project is first rate. "

Project Understanding



Project Understanding - Health Department Space Study

St. Clair County Health Department

A3C would like to put forward the following understanding of the project requirements. The space study will take place as an evaluation of the St. Clair County Health Department facility, located at 3415 28th Street, Port Huron, MI 48060. The facility was building in 1967 and consists of a two floor split level structure with two additions, totaling 31,831 SF. Previous space studies have been conducted, but the inefficient building layout and outdated facility and infrastructure is causing the county to look into a new space study. The result of the study will be recommendations on renovations and/or new construction. This space study will identify current and projected space needs for the Health Department.

The departments and needs to be considered include at a minimum:

- Current and projected office and clinic space needs
- Current and projected laboratory space needs
- Waiting and public space needs
- Support space needs
- Staff and visitor parking
- Equipment and file storage
- IT Server and network hardware
- Conference/ meeting space
- Emergency Preparedness (PHEOC, storage areas)
- Vaccine storage
- Generator back-up power
- EP trailer storage

In addition, some additional considerations would include:

- Possible satellite location
- Efficiency of space
- Costs and benefits of potential renovations and/or new construction
- Cost and Sustainability Analysis

The study would review needs with the following agency divisions in the Health Department Building:

- Administration
- Emergency Preparedness
- Environmental Health
- Health Education/ Outreach
- Laboratory
- Nursing (MIHP, Clinic Services, V&H, CSHCS, Personal Health & Immunizations)
- WIC
- Information Technology
- Buildings/Grounds

Work Plan

Work Plan - Health Department Space Study

St. Clair County Health Department

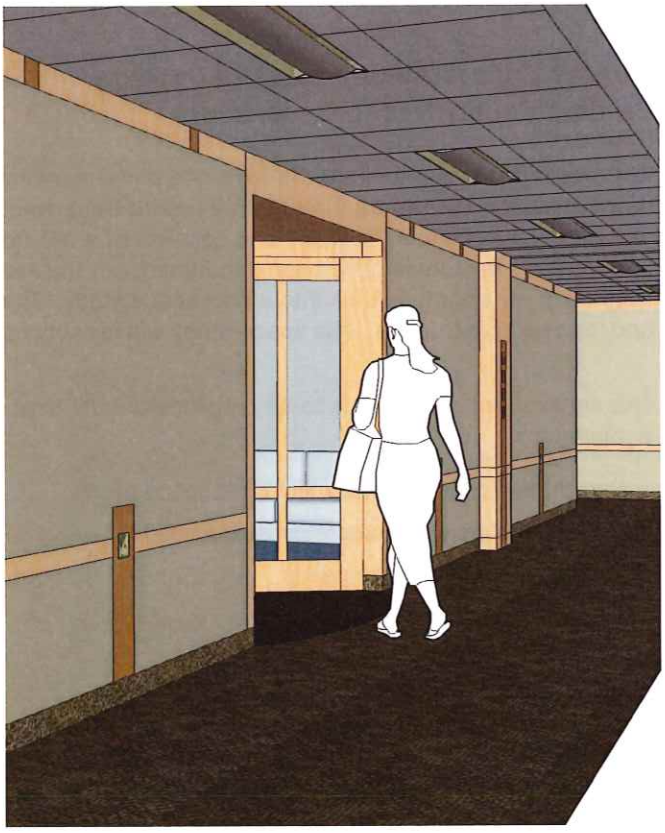
A3C enjoys engaging with their clients to understand their project needs and applying the best results to meet their client's needs. For this Health Department Space Study, A3C will apply the healthcare planning tools of listening and interviewing each department, understanding their space needs, and applying industry and bench marking standards. The final space and cost recommendations will provide the St. Clair Health Department with resulting decision-making tools to reach final conclusions

The Healthcare Planning tools that A3C will use to conduct the Health Department Space study will include, site visits, staff interviews, program documents, efficiency, and repurposing diagrams.

The workplan process will include:

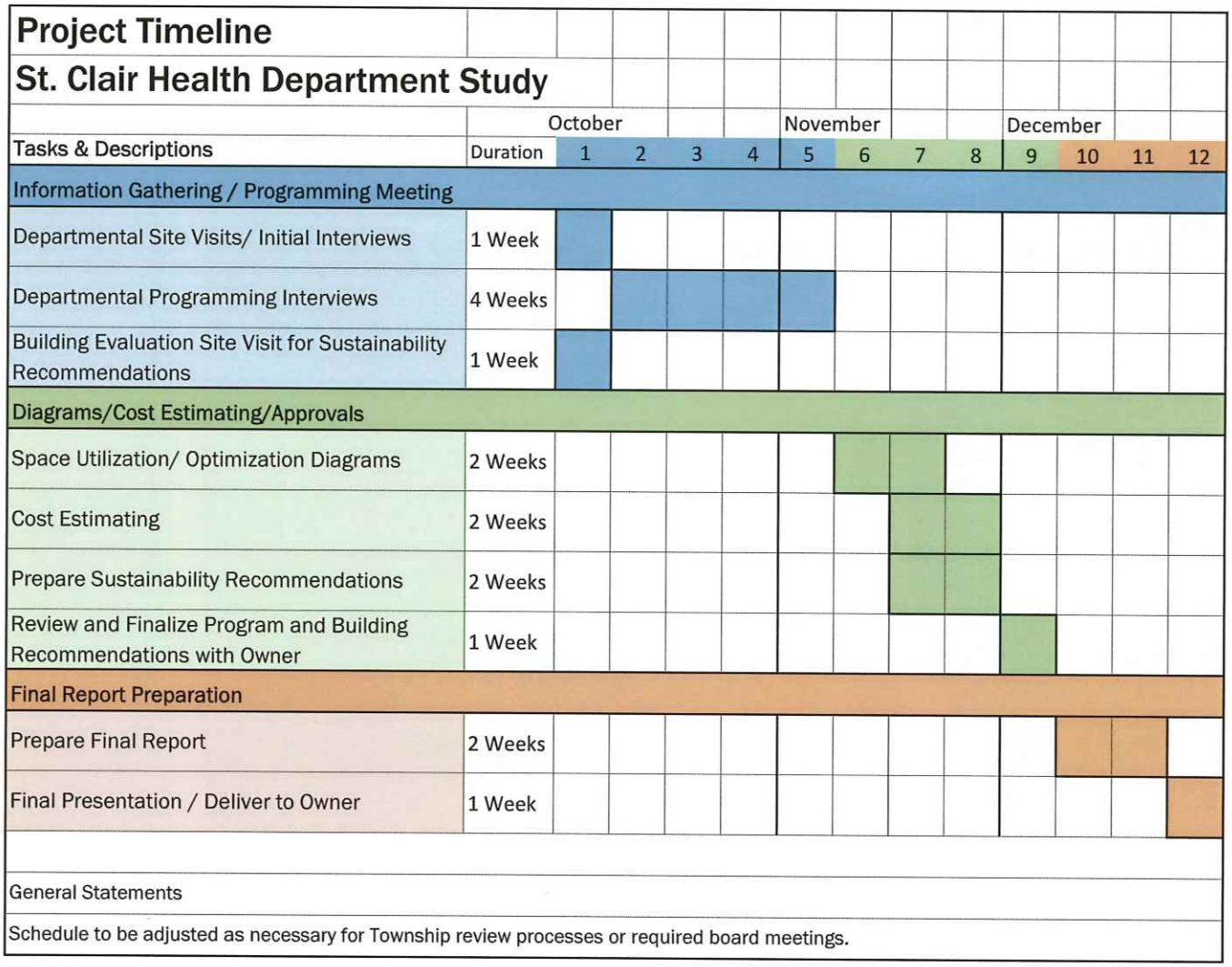
- Site visits to verify all existing departmental space utilization boundaries and functions
  - Product would be an existing conditions space program by department
- Interviews with all departments to understand their future space needs
  - Product would be a future conditions space program by department
- Space utilization & optimization diagrams with recommendations for current & future needs
  - Product would be schematic notated bubble diagrams
- Preliminary Cost Estimates and recommendations for renovations and/or new construction
  - Product would be industry standard cost estimates based on cost/sf pricing and notes on cost/benefit analysis of renovation vs. new construction
  - Professional Cost estimating services can be added as additional service if desired
- Possible Satellite Location Study
  - Product to be a report regarding recommendations on a satellite location
- Site visit to assess existing building and systems for energy efficiency
  - Product to be a Sustainability Report and Preliminary Costs for replacement/upgrade of building and systems
  - A deep dive Energy Audit can be added as an additional service if desired

A steering committee appointed by the county, will review the process and resulting documentation on a regular basis. Any questions or clarifications will be reviewed and processed throughout the project. Once all interviews, site visits, cost estimating and recommendations have been reviewed, the results will be compiled into a Final Report Document.





Timeline



Project Timeline													
St. Clair Health Department Study													
		October				November				December			
Tasks & Descriptions	Duration	1	2	3	4	5	6	7	8	9	10	11	12
Information Gathering / Programming Meeting													
Departmental Site Visits/ Initial Interviews	1 Week												
Departmental Programming Interviews	4 Weeks												
Building Evaluation Site Visit for Sustainability Recommendations	1 Week												
Diagrams/Cost Estimating/Approvals													
Space Utilization/ Optimization Diagrams	2 Weeks												
Cost Estimating	2 Weeks												
Prepare Sustainability Recommendations	2 Weeks												
Review and Finalize Program and Building Recommendations with Owner	1 Week												
Final Report Preparation													
Prepare Final Report	2 Weeks												
Final Presentation / Deliver to Owner	1 Week												

General Statements

Schedule to be adjusted as necessary for Township review processes or required board meetings.



C

PROJECT STAFFING

Monte Oberlee, Administrator of Environment of Care
Crittenton Hospital Medical Center

" A3C's knowledge of health care facility design and detailed knowledge of the regulatory review and approval process for the construction of health care projects has been a significant asset to our facilities. Their responsiveness to our needs is extraordinary. "

Project Team

THE COUNTY OF SAINT CLAIR AND SAINT CLAIR COUNTY HEALTH DEPT.

A3C - Collaborative Architecture
Architects and Healthcare Planners
Anne Cox, Lissa Spitz and Ron Lincoln

PBA - Peter Basso Associates
Mechanical, Electrical, Plumbing
David Conrad and Eric Graettinger





Anne M. Cox AIA, ACHA, EDAC, LEED AP BD+C, WELL AP

Principal, Sr Healthcare Planner
Anne brings over 25 years of experience and a desire to create spaces that are functional, flexible, operationally efficient, safety focused and patient-centered. She studies and facilitates workshops on operational, logistical and functional issues enabling the design team and her clients to make more informed design decisions.

Experience Highlight



Dexter Family Practice
New Facility

Certification

Education
Master of Architecture
University of Michigan

Bachelor of Architecture
University of Michigan

Bachelor of Arts in Lingusitics
University of Michigan

Certifications

American College of Healthcare Architects - Board Certified

Evidence-Based Design Accreditation and Certification (EDAC)

American Institute of Architects

LEEP AP BD+C

WELL Accredited Professional

Professional Registrations

Licensed Architect:
MI

Publications

"Applying behavioral health design strategies to the ED environment"; Health Facilities Mgmt Magazine, pp 40-44. Oct 4, 2018.

Relevant Projects- performed at other firms except as noted (*)

HEALTHCARE - PLANNING

Henry Ford Health System
Detroit, Michigan
Destination cancer center

Department of Veterans Affairs
Biloxi, MS; Fayetteville AR; & New Orleans, LA
Campus master planning for three healthcare systems

U.S. Dept of Veterans Affairs, Replacement VA Medical Ctr
Louisville, Kentucky
80,000 sf space planning including PT, prosthetics, polytrauma, social work, canteen, dentistry, audiology, compensation and pension, ENT, Inpatient and Outpatient Pharmacy

Veterans Administration Medical Center
Ann Arbor, Michigan
Departmental Renovation and additions for PT and OT, central sterile processing, central supply distribution, surgery and administrative suites with new construction for SCIP infill additions

Henry Ford West Bloomfield
West Bloomfield, Michigan
ED, Surgery and Imaging Depts.

HEALTHCARE - OTHER

United Eastern Medical Services, Danat al Emarat Women's & Children's Hospital
Abu Dhabi, UAE
New South Tower

Ascension St. John Macomb-Oakland Hospital
Warren, Michigan
- Vertical Expansion - 50,000sf, 3-story vertical bed tower expansion

- Behavioral Health Outdoor Patio

University of Michigan*
Various Locations
Stockbridge Family Practice Building, Dexter Family Practice, Monroe Family Practice

Oakwood Hospital (Beaumont*
Allen Park, MI
Allen Park Ambulatory Outpatient Facility, PT/ OT, Radiology, Lab

Oakwood Hospital, Beyer Center (Beaumont)*
Ypsilanti, MI
MOB, Physician Suites & Pharmacy

Oakwood Hospital (Beaumont)*
Dearborn, MI
Cardiac Catheterization Lab, Speech Pathology, Stereotactic Breast Biopsy



Lissa Spitz, LEED AP BD+C

Senior Project Manager, Principal

Lissa is one of A3C's Principals, and she brings 30+ years of experience in facility planning, design, and construction. She serves as LEED Administrator on the majority of A3C's LEED projects and is instrumental in our ongoing research in energy efficiency and sustainable practices.

Experience Highlight



Beaumont Hospital - Royal Oak
Pediatric Neuroscience Clinic

Certification

Education
Master of Architecture
University of Michigan

Bachelor of Science
University of Michigan

Professional Certifications

LEED AP

LEED Project Reviewer

Professional Development

Greenbuild

LARA and AIA Michigan Health Facilities Planning Seminar

Community Involvement

Recycle Ann Arbor - Waste Wizard Program

United Way Volunteer

Give365 Volunteer

Relevant Projects

Garden City Hospital

- CT1/CT2 Replacement
- Westland Medical Office Building

Beaumont Health

- Royal Oak Pediatric Neuroscience Clinic
- Annapolis Hospital Birthing Center

St. Joseph Mercy Chelsea

- 3D Tomography
- Infusion Suite
- Intensive Cardiac Rehab
- InSpirit Spa
- Chelsea Orthopedic Specialists Suite
- POB Timeshare Suite
- Physician's Office Building
- Wellness Center Addition

St. Joseph Mercy Health System

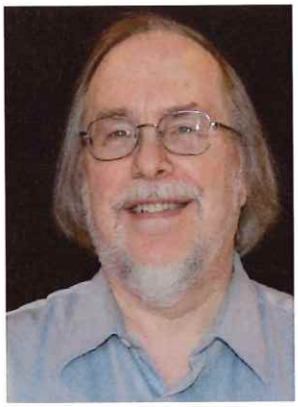
- Clinical Simulation Center
- Pain and Wound Care Clinic
- Saline Urgent Care
- Brighton POB Level Two Renovation
- Electrophysiology Lab
- Endoscopy Procedure Rooms

Michigan State University

- Veterinary Medicine Critical Care Unit
- Telecommunications Relocation Study

Michigan Medicine

- AES Advanced Waiting
- AES East Waiting Room Conversion
- AES Post-Triage Waiting
- Cancer Center Phlebotomy
- UHS Transplant Offices
- Clinical Engineering Services Consolidation
- Emergency Command Center
- SWAT Team Relocation
- Psychiatric Administrative Offices
- Arbor Lakes Training Center
- East Ann Arbor Breast Imaging
- Cancer Center Breast Imaging
- C&W Nursing Education Team Room
- Saline Healthcare Center Clinic
- Executive Director's Suite
- Surgery Chairman's Suite
- Internal Medicine Chairman's Suite
- Orthotics and Prosthetics Clinic
- Cancer Center Infusion Suites
- Cancer Center Pharmacy
- Operations Executive Offices
- Radiology Equipment Replacement (multiple projects)



Ron Lincoln, AIA, LEED BD+C, GGA

Senior Project Manager, Principal

Ron is one of A3C's Principals. He brings 35+ years of experience to the table, and this includes many unique and complex building types and scopes. He has experience with Code Reviews, JCAHO SOCs, Building Assessments, Green Globes Assessments, Accessibility Assessments, and Energy Audits.

Experience Highlight



Michigan Medicine
Central Sterile Processing Dept Renovation

Certification

Education
Master of Architecture
University of Michigan

Bachelor of Science - Architecture
University of Michigan

Certifications
Licensed Architect: MI
LEEP AP
GBI Green Globes Assessor

Professional Affiliations
AIA National
AIA Michigan
AIA Huron Valley Chapter
Past President
Thirteen-Year Officer
NRDC

Outreach
Christmas in April
Volunteer

Relevant Projects

HEALTHCARE EXPERIENCE

Michigan Medicine

- CW Helipad Door Investigation
- Central Sterile Processing Dept. Renovation
- LEAN Pathology Renovations
- NCAC (MCIT) Data Center
- EAA ASC Frozen Section Lab
- MRI #2 Renovation
- PET Scanner Renovations
- B2 Linear Accelerator
- Replacement
- Arbor Lakes MCIT Parallel Computing UH Generator #4
- EAA ASC Steam Generator
- Med Inn Level 6 Renovation
- Briarwood 4 Therapy Pool Room
- Child Care Center Roof Repair
- Satellite Pharmacy/Cleanroom Renovation
- Blood Bank Lab Renovations
- UHS Scope Reprocessing Center
- UHS Training Room Renovation
- EAA Infrstructure Improvements
- UHS Residents Room
- Arbor Lakes MCIT Data Center Renovation

Henry Ford Health System

- Livonia Dialysis Unit- Life Safety Code Survey
- Macomb Campus- Shower Room Renovation

Sparrow Health System

- JCAHO Pre-Survey LSA/SOC
- Main Hospital- Fire Protect Plans

EDUCATION EXPERIENCE

Wayne State University

- New Data Center
- DeRoy Clinic Expansion
- Fire Marshall Submittals
- Perdy Kresge Library Renovation
- Rackham Renovation
- Student Center Building Freight Elevator Modernization
- Student Center Building Passenger Elevator Renovations
- Science Hall Lecture Room Upgrades
- State Hall 3rd Fl Classroom Renovation
- Reconfiguration of State Hall 4th Floor Classrooms
- Welcome Center 1st Floor

University of Michigan

- College of Engineering Research MRI Installation
- MCIT Disaster Recovery Center
- Building AB Ramp Lift
- Lay Auto Interior Improvements
- Lay Auto Dynamometer & CNG Yard
- CCRB Kinesiology Labs

David A. Conrad, PE
Vice President



Project Role
Lead Mechanical Engineer

Education
Bachelor of Science in Architectural Engineering, Kansas State University

Professional Registrations
Professional Engineer - MI (PE)

Professional Memberships
American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE); Engineering Society of Detroit (ESD)

As Group Leader for the firm's Corporate Government Market, Dave participates in all phases of a project. He responsible for understanding client expectations for the mechanical systems and ensuring these expectations are reflected in the final project design.

Dave is often responsible for production of the mechanical systems design in collaboration with the lead electrical engineer and architect. He has experience in building heating and cooling load analyses, ductwork layout and sizing, HVAC piping layout and sizing, piping hydraulic analyses, and field investigation.

Dave's 22 years of experience includes systems design for new construction and renovation of various types of facilities, with a particular emphasis on government and sports facilities.

Relevant Project Experience

- **State of Michigan, Brighton, MI**
  Dept. of Natural Resources Stewardship Building Facility Condition Analysis & Design
- **State of Michigan, Detroit, MI**
  DOC - Conversion of Mound Rd Correctional Facility to Detroit Detention Ctr.
  Dept. Human Services - Clark Street Office Tenant Improvements
- **State of Michigan, Lapeer, MI**
  DMVA Lapeer National Guard Armory Renovations
- **State of Michigan, Saline, MI**
  Center for Forensic Psychiatry Maintenance Projects
- **City of Rochester, Rochester, MI**
  DPW Facility Improvements
- **City of Saline, Saline, MI**
  New DPW Facility
- **General Services Administration, Detroit, MI**
  Theodore Levin U.S. Courthouse Renovations
  McNamara Federal Building Renovations
- **Washtenaw County Parks, Ann Arbor, MI**
  New Multipurpose Building
- **Time Equities, Southfield, MI**
  Travelers Tower II 10th Floor Assessment
- **Blue Cross Blue Shield of Michigan, Detroit, MI**
  Detroit & Lyon Meadows Data Center Facility Assessments

Eric M. Graettinger, PE, LEED AP BD+C
Vice President



Eric's responsibilities as Lead Electrical Engineer include the technical production of a project, such as system design and layout, product research, documentation and drawing review submittals, and field investigations. He also monitors the budget and schedule throughout the course of a project.

Eric has been involved in the design of specialty indoor and outdoor lighting systems; medium- and low-voltage power distribution systems; fire alarm systems; emergency power distribution systems; power system evaluations; studies for existing primary and secondary distribution systems; and facility condition studies.

Eric's 23 years of electrical engineering experience includes both new construction and renovation of retail, commercial, institutional, government, corporate, and prototype facilities.

Project Role	Lead Electrical Engineer
Education	Bachelor of Science in Electrical Engineering, University of Detroit Mercy
Professional Registrations	Professional Engineer - MI, AZ, FL
Professional Accreditations	USGBC LEED Accredited Professional Building Design + Construction (LEED AP BD+C)
Professional Memberships	Illuminating Engineering Society - Board of Manager Member; Past-President of Detroit Section

Relevant Project Experience

- **State of Michigan, Detroit, MI**
  Belle Isle Radio Station Renovation
  Cadillac Place Annex Elevator & Freight Elevator
  DOC - Conversion of Mound Rd Correctional Facility to Detroit Detention Ctr.
  Dept. Human Services - Clark Street Office Tenant Improvements
- **State of Michigan, Lapeer, MI**
  DMVA Lapeer National Guard Armory Renovations
- **State of Michigan, Grand Ledge, MI**
  Army National Guard Grand Ledge Armory Mechanical System Modification
- **State of Michigan, Ypsilanti, MI**
  Washtenaw Armory Renovations
- **General Services Administration, Detroit, MI**
  Theodore Levin U.S. Courthouse Renovations
  McNamara Federal Building Renovations
- **Grosse Pointe Academy, Grosse Pointe, MI**
  Campus Assessments
- **Blue Cross Blue Shield of Michigan, Southfield, MI**
  3000 Town Center Consolidation Infrastructure Assessment
- **Wurlitzer Building, Detroit, MI**
  Adaptive Reuse of Historic Building for Hotel
- **Bedrock Detroit, Detroit, MI**
  First National Building Infrastructure Upgrades
  5725 W. Buhl Building MEP Infrastructure Upgrades



DOCUMENTS

Julie Deppner, CEO
Silver Maples of Chelsea

" Conscientious, and timely are two words I would use to describe the services we received from A3C. The personal touch we received certainly enhanced our project and we felt very well communicated with throughout the work. "

A3CCOLL-01 LFRITCH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Leah R. Fritch
Professional Underwriters, Inc. 39475 13 Mile Road, Suite 106 Novi, MI 48377	PHONE (A/C, No, Ext): (248) 553-8300 104 FAX (A/C, No): (248) 553-8305 E-MAIL ADDRESS: lfritch@profunderwriters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Navigators Insurance Company	42307
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

A3C Collaborative Architecture
115 1/2 E Liberty St.
Ann Arbor, MI 48104

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0001001	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PSB0001001	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0001001	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002174	10/1/2020	10/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional Liab.			NY20DPL080738IV	10/1/2020	10/1/2021	Per claim	2,000,000
B	Claims Made Basis			NY20DPL080738IV	10/1/2020	10/1/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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23. APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with the County of St. Clair Board of Commissioners in accordance with the contract documents. In submitting this completed and signed proposal, it is understood that the right is reserved by the County to reject any or all bids and to make such award that, in the opinion of the County, is in the best interest of the County of St Clair, MI.

NAME OF BIDDER: A3C Collaborative Architecture

BUSINESS ADDRESS OF BIDDER: 115 1/2 E Liberty, Ann Arbor, MI 48104

BUSINESS TELEPHONE # OF BIDDER: 734-663-1910

AUTHORIZED SIGNATURE:

TITLE OF SIGNER: Senior Principal

DATE OF SIGNATURE: 08/ 17 /2021 FAX #

EMAIL: Donald Barry <dbarry@a3c.com>; Anne Cox <acox@a3c.com>

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR PROPOSAL

TOTAL COST

Provide a pricing methodology with attention to detail and understandability that includes a properly designed and implemented all-inclusive response. The Respondent shall include all associated costs to successfully complete the project including travel, printing, telephone expenses, etc.

NAME OF COMPANY: A3C Collaborative Architecture

Description	Cost	
Health Department Space Study	$ 29,500.00	Combined Architectural & Engineering Fees
Any additional costs:		
Professional Estimating Services	$ 3,000.00	
Deep Retrofit Energy Audit	$ 7,500.00	
Estimated Reimbursables	$ 750.00	

.

COUNTY OF ST. CLAIR, MICHIGAN
ADMINISTRATION
PURCHASING DIVISION
200 GRAND RIVER, SUITE 203
PORT HURON, MI 48060

PHONE 810-989-6374
FAX 810-985-3463

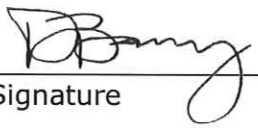
CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the County of St. Clair, MI's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the County of St. Clair, MI as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the County of St. Clair, MI's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

A3C Collaborative Architecture
Name of Company

Donald F. Barry, Senior Principal
Name and Title of Authorized Representative


Signature

08/17/2021
Date

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR PROPOSAL

ATTACHMENT II

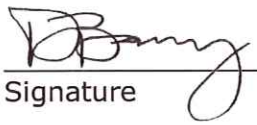
CERTIFICATION OF COMPLIANCE – Suspension and Debarment
E.O. 12549 and 12689 "Debarment and Suspension"

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the County of St. Clair, MI's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an active business listed on the General Services Administration's Excluded Parties List System (EPLS), and that in the event the Company is awarded a contract by the County of St. Clair, MI as a result of the aforementioned RFP, the Company is not and will not become an active business on the General Services Administration's Excluded Parties List System (EPLS) at www.SAM.gov. at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the County of St. Clair, MI's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

A3C Collaborative Architecture
Name of Company

Donald F. Barry, Senior Principal
Name and Title of Authorized Representative


Signature

08/17/2021
Date

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR PROPOSAL

COUNTY OF ST. CLAIR, MICHIGAN
ADMINISTRATION
PURCHASING DIVISION
200 GRAND RIVER, SUITE 203
PORT HURON, MI 48060

PHONE 810-989-6374
FAX 810-985-3463

REFERENCES

Provide three professional references

Name of Company: A3C Collaborative Architecture

REFERENCE #1

Company Name: Ann Arbor Fire Station #4

Company Address: Ann Arbor, MI

Primary Contact

Name: Chief Mike Kennedy Title: Chief, Ann Arbor Fire Department

Phone:

Email: mkennedy@a2gov.org

Project Description: New NetZero Fire Station for City of Ann Arbor

REFERENCE #2

Company Name: University of Michigan - Michigan Medicine

Company Address: Ann Arbor, MI

Primary Contact

Name: Mike Heffelfinger Title: Project Manager - Project Lead

Phone:

Email: mikeheff@med.umich.edu

Project Description: Various hospital and outpatient center renovations

REFERENCE #3

Company Name: Trinity Health - St. Joseph Hospital System

Company Address: Livonia, MI

Primary Contact

Name: Michael Pacheco Title: Project Manager - Project Lead

Phone:

Email: Michael.Pacheco@stjoeshealth.org

Project Description: Programming, Planning and architectural services for various hospital and outpatient clinic projects

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR PROPOSAL

THANK YOU

for your consideration

A3C
COLLABORATIVE
ARCHITECTURE

DRAFT

AIA® Document B202™ – 2020

Standard Form of Architect's Services: Programming

for the following PROJECT:
(Name and location or address)

«Health Department Space Study »
«3415 28th Street, Port Huron , MI 48060»

THE OWNER:
(Name, legal status, and address)

«County of St. Clair, Michigan »«Governmental Entity »
« Purchasing Division, 200 Grand River, Suite 203, Port Huron, MI 48060 »

THE ARCHITECT:
(Name, legal status, and address)

«A3C Collaborative Architecture »« Michigan Corporation »
« 115 E Liberty, Ann Arbor MI 48104 »

THE AGREEMENT
This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the « 16 » day of «September » in the year « 2021 »
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 PROGRAMMING SERVICES

3 SUPPLEMENTAL AND ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION

6 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The scope of Programming Services provided by the Architect is described in Article 2 and as follows:
(Describe the scope of Programming Services for the Project, as well as any future development, growth, and expansion projections.)

« The space study will evaluate the St. Clair County Health Department. The result of the study will be recommendations on renovations and/ or new construction. This study will identify current and projected space needs for the Health Department. »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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User Notes: (1968533846)

§ 1.1.2 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« to meet current energy codes»

§ 1.1.3 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)

« Peter Basso Associates, Mechanical, Electrical Plumbing Engineers, 5145 Livernois, Troy, MI 48098 »

§ 1.1.4 The Owner's contractors and consultants that affect the Architect's Programming Services:
(List name, discipline, address, and other information.)

« NA »

§ 1.1.5 The Owner's budget for the Project:
(List the Owner's budget for the Project.)

«$ 29,500.00 »

§ 1.1.6 The Owner's schedule for the Project:
(State the Owner's schedule for the Project.)

«A three month study; depends on start date »

§ 1.1.7 Other Initial Information on which the Architect's Programming Services are based:
(List below other information that will affect the Architect's performance of its Programming Services, such as authorized representatives and Owner confidentiality requirements.)

« NA »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 PROGRAMMING SERVICES

§ 2.1 Administration of Programming Services

§ 2.1.1 Programming Services consist of those services described in this Article 2 and include identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.2 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders.

§ 2.1.3 The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, facilitate and attend Project meetings, and communicate with the programming participants.

§ 2.1.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.5 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and

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User Notes: (1968533846)

completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule.

§ 2.1.6 The Architect shall submit program documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

§ 2.2 Identification of Project Values, Goals, and Objectives

§ 2.2.1 Subject to the limits set forth in Section 3.2.3, the Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, and other relevant criteria.

§ 2.2.2 Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

§ 2.2.3 Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

§ 2.3 Information Gathering

§ 2.3.1 The Architect shall compile and review Project-related information, including the following:

- **.1** Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
- **.2** Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
- **.3** Applicable non-governmental building and planning standards; and
- **.4** Relevant historical documents and archival materials.

§ 2.3.2 The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

§ 2.3.3 Subject to the limits set forth in Section 3.2.3, the Architect shall conduct interviews. In preparation for the interviews, the Architect shall:

- **.1** assist the Owner in identifying individuals to be interviewed;
- **.2** establish a work plan and schedule for the interviews;
- **.3** determine the types of data that could impact the design of the Project; and
- **.4** determine how interviews will relate to other information-gathering techniques, such as observations and surveys.

§ 2.3.4 If applicable, the Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- **.1** prepare, if appropriate, a space inventory;
- **.2** identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
- **.3** prepare a written description, a graphic illustration, or both, that includes relevant criteria, such as space utilization data; area allowances; adjacencies; communication, technology, and security systems; and operating procedures.

§ 2.3.5 The Architect shall identify, in consultation with the Owner, similar facilities and operations for the programming participants to visit and observe for evaluation and comparison to the Project. Subject to the limits set forth in Section 3.2.3, the Architect shall visit the identified facilities and operations.

§ 2.3.6 The Architect shall facilitate meetings, as applicable, with programming participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

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§ 2.4 Data Analysis

§ 2.4.1 Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

§ 2.4.2 The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.

§ 2.4.3 The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial program document.

§ 2.5 Initial Program Document and Presentation

§ 2.5.1 The Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial program document for the Owner.

§ 2.5.2 Subject to the limits set forth in Section 3.2.3, the Architect shall present its initial program document to the programming participants, in a format approved by the Owner, and request the Owner's approval. Subject to the limits set forth in Section 3.2.3, the Architect shall make special presentations to individuals or groups not included as programming participants.

§ 2.6 Development of Final Program of Project Requirements

§ 2.6.1 Based on the Owner's approval of the initial program document, including the Owner's authorization of any adjustments, the Architect shall prepare the final program document for the Owner's approval.

§ 2.6.2 The Architect shall incorporate the Owner's design and facility standards and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

§ 2.6.3 The Architect shall determine specific space requirements for the Project by

- **.1** identifying required spaces;
- **.2** establishing sizes and relationships;
- **.3** establishing efficiency factors; and
- **.4** documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.

§ 2.6.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.6.1 through 2.6.3, incorporating written and graphic materials that may include

- **.1** an executive summary;
- **.2** documentation of the methodology used to develop the program;
- **.3** value and goal statements;
- **.4** relevant facts upon which the program was based;
- **.5** photo documentation of relevant existing site and building features;
- **.6** aspirational images;
- **.7** conclusions derived from data analysis;
- **.8** relationship diagrams;
- **.9** flow diagrams;
- **.10** matrices identifying space allocations and relationships;
- **.11** space listings by function and size; and
- **.12** space diagrams, as needed, to convey program information.

§ 2.6.5 The Architect shall review the Owner's budget and Project schedule and provide a preliminary opinion of the program with respect to the Owner's budget and Project schedule. The Architect's opinion of the budget shall be based on current area, volume, or other similar conceptual data.

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ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 Supplemental Services

§ 3.1.1 In addition to the Programming Services described above, the Architect shall provide the following Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 5.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or Not Provided)
§ 3.1.1.1 Site evaluation and project feasibility	Not provided
§ 3.1.1.2 Site planning	Not provided
§ 3.1.1.3 Master planning	Not provided
§ 3.1.1.4 Preliminary design	Not provided
§ 3.1.1.5 Cost estimating	Additional Service if selected
§ 3.1.1.6 Project scheduling	Not provided
§ 3.1.1.7 Market analysis	Not provided
§ 3.1.1.8 Detailed existing facility evaluation	Additional Service if selected
§ 3.1.1.9 Questionnaires and surveys	Not provided
§ 3.1.1.10 Existing FF&E inventory	Not provided
§ 3.1.1.11 FF&E programming services	Not provided
§ 3.1.1.12 Other Supplemental Services	Not provided

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Professional Estimating Services, if selected; Deep Retrofit Energy Audit, if selected »

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 3.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 5.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

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§ 3.2.2 Additional Services may be necessitated by circumstances such as (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; or (3) a material change in the Project including size, quality, complexity, or the Owner's schedule or budget.

§ 3.2.3 The Architect shall provide Programming Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 « » (« ») sessions to determine values and goals
.2 « » (« ») interviews for the purpose of gathering data
.3 « » (« ») adjustments to the initial program document
.4 « » (« ») presentations to programming participants
.5 « » (« ») special presentations to individuals or groups not included as programming participants
.6 « » (« ») facility visits pursuant to Section 2.3.5

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner's consultants.

§ 4.2 The Owner shall provide the Architect data and information necessary to complete the Programming Services, such as budget, schedule, design and facility standards, environmental criteria, and other design criteria.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner's behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

§ 4.4 The Owner shall provide the Architect master plans, record drawings, surveys, and other data that pertain to each site or existing facility under consideration for development or redevelopment within the scope of this Agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services.

§ 4.6 The Owner shall make the Owner's personnel available to the Architect, in a timely manner, to provide information to facilitate decision-making in accordance with the programming schedule.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Programming Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

«$29,500.00 »

§ 5.2 For the Architect's Supplemental Services designated in Section 3.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 5.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

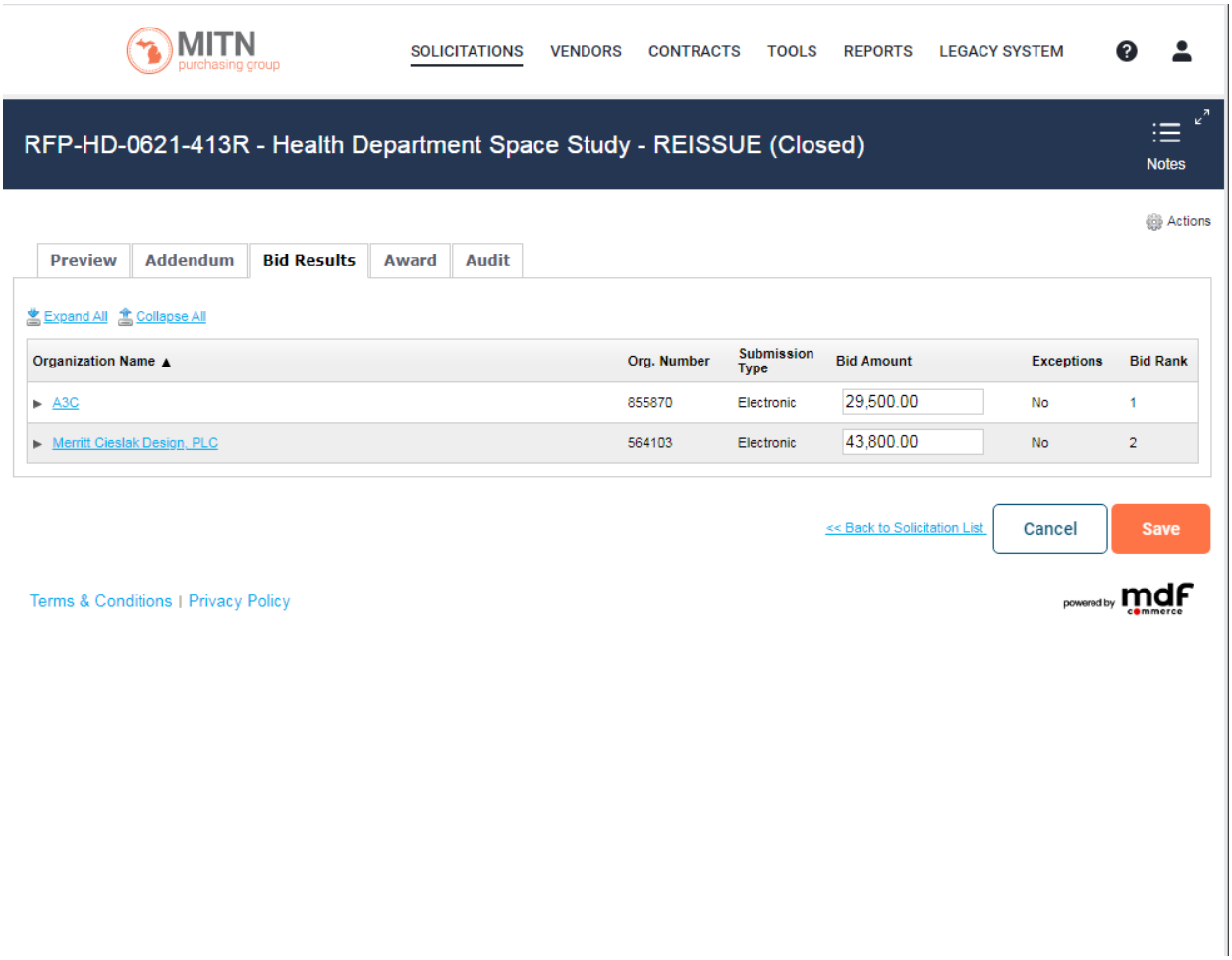
ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including any exhibits relied on in Section 3.1.)

« »

DRAFT

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MITN
purchasing group
SOLICITATIONS
VENDORS
CONTRACTS
TOOLS
REPORTS
LEGACY SYSTEM
RFP-HD-0621-413R - Health Department Space Study - REISSUE (Closed)
Notes
Actions
Preview
Addendum
Bid Results
Award
Audit
Expand All
Collapse All
Organization Name ▲
Org. Number
Submission Type
Bid Amount
Exceptions
Bid Rank
A3C
855870
Electronic
29,500.00
No
1
Merritt Cieslak Design, PLC
564103
Electronic
43,800.00
No
2
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ST. CLAIR COUNTY HEALTH DEPARTMENT

Our Community. Our Environment.

3415 28th Street Port Huron MI 48060

Memorandum

ANNETTE MERCATANTE MD MPH
MEDICAL HEALTH OFFICER

GREG BROWN
ADMINISTRATOR

ADVISORY BOARD OF HEALTH

MARIE J. MULLER
CHAIRPERSON

JOHN F. JONES
VICE CHAIRPERSON

ARNOLD KOONTZ

MONICA STANDEL

LISA BEEDON
COUNTY COMMISSIONER

Divisions

ADMINISTRATION
P 810.987.5300
F 810.985.2150

DENTAL CLINIC
P 810.984.5197
F 810.984.0747

EMERGENCY PREPAREDNESS
P 810.987.5300
F 810.987.0630

ENVIRONMENTAL HEALTH
P 810.987.5306
F 910.985.5533

HEALTH EDUCATION
P 810.987.5300
F 810.986.2150

NURSING DIVISION
P 810.987.5300
F 810.985.4487

TEEN HEALTH
P 810.987.1311
F 810.966.2898

WIC PROGRAM
P 810.987.8222
F 810.966.2898

DATE: November 4, 2021

TO: Board of Commissioners

FROM: Greg Brown, Administrator

RE: Staff Development Day

Dear Commissioners,

The Health Department traditionally holds a staff development and appreciation day event in December. This event includes the entire Health Department staff. This event requires the department to close at noon on that day. I am requesting approval to close the Health Department at noon on December 17th, 2021 to allow for this event. We will notify our clients and take steps to minimize any inconvenience to the public.

If you have any questions or require more information please contact me.

FY21 MDHHS Contract with Probate Court

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request - MDHHS Probate Court	11/29/2021	Cover Memo
🗋	Probate MDHHS Donated Funds BOC Memo	11/29/2021	Cover Memo
🗋	FY21 MDHHS Contract with Probate Court	11/29/2021	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: Michigan Department of Health & Human Services

VALUE: $71,850

TERM: 10/1/20-09/30/21

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: To provide liaison services to clients of Probate Court

DEPARTMENT(S): Probate Court

COMMENTS: The Probate Court extended its contract with MDHHS for services that they provide to mutual clients of the Probate Court office. The cost is a 2% increase from the last contract in 2019/2020. The contract pays for a portion of the Guardianship Service specialist's wages and benefits. The position helps clients of the Probate Court find the services needed for their situation. The Probate court has been contracting with MDHHS for these services since 12/1/18. Funds will need to be added to the Probate Court to cover this additional cost, however, the Probate Court is seeing additional revenues from an increase in volume, so the cost can be covered by the increase in revenues.

STATE OF MICHIGAN

OFFICE OF THE COURT ADMINISTRATOR
31ST JUDICIAL CIRCUIT COURT
ST. CLAIR COUNTY PROBATE COURT
31ST JUDICIAL CIRCUIT COURT - FAMILY DIVISION

201 McMORRAN BLVD. ROOM 2800
PORT HURON, MICHIGAN 48060
Adult Probate (810) 985-2066
Family Division (810) 985-2155

MICHAEL K. MCMILLAN
Court Administrator

NATHAN ROSKEY
Director of Juvenile Services
SAMANTHA LORD
Attorney Referee
JOSEPH SCHULTE
Probate Register

To: Board of Commissioners
From: Michael McMillan, Circuit/Probate/Family Court Administrator
Date: November 10, 2021
Re: Probate Court/MDHHS Donated Funds Contract

The St. Clair County Probate Court is respectfully requesting that the Board approve the contract renewal for the Donated Funds Position between the Probate Court and MDHHS.

The St. Clair County Probate Court has historically maintained a large caseload when it comes to Minor Guardianship cases compared to other counties of similar size, population, and overall caseload. Many of these cases require home visits, investigations, and services provided through different agencies. In most cases the Court attempts to refer some of these matters to the MDHHS for services; however, there is not a MDHHS worker assigned to these types of matters. This process is stymied due to the inability for MDHHS workers to maintain guardianship cases due to their policy. This means that many of the services needed to reunite families is often unavailable to them.

Four years ago, the Probate Court partnered with MDHHS to each cover half of the cost of a MDHHS caseworker who resides within the Court. This worker maintains a caseload of guardianship cases that allows families to be eligible for MDHHS services that would not have been available otherwise. This program was the first of its kind in the state and has been very successful.

We are asking that the Board approve the contract in the amount of $71,850. Please feel free to contact me with any question or concerns.

State of Michigan
Department of Health and Human Services
Bureau of Grants and Purchasing (BGP)
PO Box 30037, Lansing, MI 48909
Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NUMBER: DFA21-74003

Between

THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES

hereinafter referred to as "MDHHS"

And

AGENCY NAME	PRIMARY CONTACT	EMAIL
St. Clair County Probate Court	Mike McMillian	mmcmillan@stclaircounty.org
AGENCY ADDRESS		TELEPHONE
201 McMorran Blvd., Port Huron, MI 48060-4010		810-989-2181

STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Heather Robinson-Moore	810-966-2145	RobinsonMooreH@michigan.gov
BGP Analyst	Emily Quintero	517-335-7185	QuinteroE1@michigan.gov

AGREEMENT SUMMARY		
SERVICE DESCRIPTION	Donated Funds Agreement	
POSITIONS	Services Specialist	
COUNTY(IES) SERVED	St. Clair	
WORK LOCATION(S) FOR ASSIGNED MDHHS STAFF	St. Clair County Probate Court, 201 McMorran Blvd., Room #2800, Port Huron, MI 48060	
LOCATION(S) FROM WHICH APPLICATIONS WILL BE PROCESSED	St. Clair County Probate Court, 201 McMorran Blvd., Room #2800, Port Huron, MI 48060	
EFFECTIVE DATE		EXPIRATION DATE
October 1, 2020		September 30, 2021
MISCELLANEOUS INFORMATION		
ESTIMATED AGREEMENT VALUE AT TIME OF EXECUTION		$71,850
AGREEMENT TYPE	Revenue	

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or Agency.

FOR THE AGENCY:

St. Clair County Probate Court
Agency

E-SIGNED by Mike McMillian
on 2020-09-03 14:19:53 EDT
Signature of Director or Authorized Designee

Mike McMillian
Print Name Title

2020-09-03 14:19:53 UTC
Date

FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES:

E-SIGNED by Jeanette Hensler
on 2020-09-04 15:30:49 EDT
Signature of Director or Authorized Designee

Jeanette Hensler, Director-Grants Division
Bureau of Grants and Purchasing
Print Name Title

2020-09-04 15:30:49 UTC
Date

Part I

I. Period of Agreement

This Agreement will commence on October 1, 2020 and continue through September 30, 2021. Throughout the Agreement October 1, 2020 shall be referred to as the begin date. This Agreement is in full force and effect for the period specified.

II. Agreement Amount

The total amount of this Agreement is $71,850. The Agency under the terms of this Agreement will provide funding not to exceed $71,850.

III. Purpose

The purpose of this Agreement is to place one or more MDHHS employees as defined in the Special Provisions section of this Agreement at locations specified by the Agency to provide services to mutual clients as defined in the employee's position description. The employee will be employed by and under MDHHS supervision. The cost of the employee is shared by both the MDHHS and the Agency with the agency paying MDHHS the Agreement Amount that is calculated as a portion of the cost of an employee in that position.

IV. General Provisions

The Agency agrees to comply with the General Provisions outlined in Part II and Special Provisions outlined in Part III, which are part of this Agreement.

V. Special Conditions

A. This Agreement is valid upon approval and execution by both MDHHS and the Agency.

B. MDHHS will not assume any responsibility or liability for costs incurred by the Agency prior to the signing of this Agreement.

Part II

General Provisions

I. Responsibilities - Agency

The Agency in accordance with the general purposes and objectives of this Agreement shall:

A. Agency Operations

1. Provide the necessary administrative, professional, and technical staff for operation of the program, such as, but not limited to facility maintenance and janitorial services.
2. Provide MDHHS with updated contact information within 10 days of change. Contact Information includes agency name, contact name, email address, mailing address, telephone number.
3. Provide MDHHS copies of all rules, regulations, procedures, and staff relations policies to which the MDHHS employee(s) are expected to adhere.
4. Provide all of the following, including, but not limited to the following:
   a. Minimum 80 square feet workstation space that is hazard-free, includes suitable work surface space, entry locks, one lockable file cabinet for each MDHHS employee and has limited access by Agency employees.
   b. Access to fax machine and copier within the MDHHS employee(s)' work space.
   c. Shredder or access to a locked box serviced by a document destruction company
   d. Space for a 0 person waiting area either in the employee's room or in an area immediately adjacent to the MDHHS employee(s)' office and out of the way of regular agency activities, along with confidential interview space.
   e. Internet access for on-site MDHHS employee(s).
   f. Costs associated with relocating MDHHS employee(s) during the term of this Agreement.
   g. Agency facility parking fees, if applicable for the MDHHS employee(s).
   h. Agency will pay mileage in excess of the $511.00 that is provided by MDHHS. This excess travel/mileage reimbursement is incorporated in the total Agreement amount when applicable.
   i. Courier service as needed
   j. Other: N/A

   The above shall be available Monday through Friday, including holidays/non-workdays not shared with the schedule of MDHHS employees, and located in an area that offers security to the MDHHS employee(s), where clients will not interfere with the Agency's activities.
5. Ensure that the assigned MDHHS employee(s) perform only tasks appropriate for their MDHHS classification as listed in Part III, Special Provisions.

B. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to

support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained for a period of not less than three years from the date of termination, or until litigation and audit findings have been resolved. This Section applies to Agency, any parent, affiliate, or subsidiary organization of Agency.

C. Authorized Access

Permit MDHHS's authorized representatives at reasonable times, rights to enter the Agency's premises, or any other places where MDHHS's employee(s) are working and where services are being performed and have access to work-in-progress. To the extent that the access will not interfere or jeopardize the safety or operation of the systems or facilities, MDHHS's representative must be allowed to inspect, monitor, or otherwise evaluate the work being performed by the MDHHS employee. The Agency must provide facilities and assistance for MDHHS's representative.

D. Notification of Modifications

Provide timely notification to MDHHS, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures for the Agreement activities.

E. Mandatory Disclosures

1. Disclose to MDHHS in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Agency or an officer or director of the Agency or subcontractor that arises during the term of this Agreement that potentially affects this Agreement, including:
    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
    b. A criminal proceeding;
    c. A parole or probation proceeding;
    d. A proceeding under the Sarbanes-Oxley Act;
    e. A civil proceeding involving;
        i. A claim that might reasonably be expected to adversely affect the Agency's viability or financial stability; or
        ii. A governmental or public entity's claim or written allegation of fraud;

    or

    f. A proceeding involving any license that Agency is required to possess to perform under this Agreement.
2. Notify MDHHS, at least 90 calendar days before the effective date, of a change in Agency's ownership and/or executive management that potentially affects this Agreement.

F. Conflict of Interest and Code of Conduct Standards

1. The Agency will uphold high ethical standards and is prohibited from:
    a. Holding or acquiring an interest that would conflict with this Agreement;
    b. Doing anything that creates an appearance of impropriety with respect to the

performance of this Agreement;

c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for the Agency, any consideration contingent upon the award of this Agreement.

2. Immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to the Agency, any parent, affiliate, or subsidiary organization of the Agency.

G. Insurance Requirements

1. Maintain a minimum of the insurances listed below and is responsible for all deductibles. All required insurance must:

   a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from the Agency's performance;

   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and

   c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better, or equivalent self-insurance program.

2. Insurance Types

   a. Commercial General Liability Insurance.

      If the Agency will deal with children, schools, or the cognitively impaired, coverage must not have exclusions or limitations related to sexual abuse and molestation liability.

3. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Agency from any obligations under this Agreement.

H. Return State Equipment/Resources

Any computer equipment or other resources funded or otherwise provided through this Agreement by MDHHS, is property of MDHHS and will revert to MDHHS upon expiration or termination of the Agreement.

II. Responsibilities - MDHHS

MDHHS in accordance with the general purposes and objectives of this Agreement will:

A. Assign Employees to Agency's location

Assign the agreed number of MDHHS employee(s), as identified in Part III, Special Provisions to provide services consistent with their job classification per MDHHS policy. An assigned MDHHS employee(s) shall be deemed to be an employee of MDHHS for all purposes, including workers' compensation, unemployment, social security and the payment of wages inclusive of holiday and vacations.

Hours worked will be Monday through Friday, either 8:00 a.m. to 4:30 p.m. with a 30-minute (half hour) lunch break, or 8:00 a.m. to 5:00 p.m. with a 60-minute (one hour) lunch break.

B. Employee Supervision

1. Ensure that the employee(s) shall be supervised by MDHHS and shall be duly trained

and qualified prior to placement on-site at the location of the facilities.

2. Provide the employee(s) with copies of the Agency's applicable rules, regulations, procedures and staff relations policies.

3. Ensure that the on-site MDHHS employee(s) shall follow the rules of conduct, policies, and procedures of the Agency, while still enjoying the benefits and protections afforded under the Civil Service rules and their collective bargaining Agreement, as long as the Agency rules, policies, procedures are not in direct violation with those of MDHHS.

4. Provide each MDHHS employee the following:

   a. Staff travel/mileage reimbursement following the established MDHHS processes for reimbursement up to $511.00.
      i. Travel/mileage reimbursement in excess of $511.00 shall be the responsibility of the Agency, and incorporated into the total Agreement amount when applicable, and paid to MDHHS through the payment process and schedule defined in this Agreement.

   b. Desktop office supplies, including paper and printed material.

   c. Computer with VPN to access MDHHS systems.

   d. Printer/scanner

   e. Other (specify): N/A

III. Financial Requirements

The Agency will reimburse to MDHHS the total of this Agreement for the placement and performance of MDHHS employees in accordance with the terms of this Agreement.

A. Funding Sources

The Agency guarantees that the funds paid to MDHHS are not federal or state funds, except in such instances as the Federal Act authorizing expenditures of said funds permits their use for matching other federal funds or as authorized by State law or agreed to by MDHHS. Furthermore, the Agency guarantees that these donated funds have not been used as a match to obtain other federal funds.

B. Payment Submission

The Agency shall send payments to:

State of Michigan
MDHHS-Cashier Unit
PO Box 30802
Lansing, MI 48909-8302

Or

The Agency may also choose to pay by Electronic Funds Transfer (EFT), using the State of Michigan MiCaRS payment system, at https://payinvoice.state.mi.us/qaa .

All payments sent to MDHHS shall include a reference to the Agreement number.

C. Payment Schedule

1. Payment to MDHHS shall be made in accordance with the annual payment schedule below. The Agency shall make final payments to MDHHS no later than July 1.

PAYMENT DUE DATES	AMOUNT OF PAYMENT
January 1, 2020	$17,962
April 1, 2020	$17,963
July 1, 2020	$35,925

2. MDHHS may vacate a position without penalty for 10 consecutive work days or less due to vacation, illness or position vacancy. Position vacancy may include the temporary layoff of employees. If a vacancy exceeds 10 consecutive days, upon execution of an amendment, the amount owed by the Agency shall be reduced on a prorated basis determined by MDHHS and MDHHS shall refund the amount due to the Agency.

IV. Assurances

The following assurances are hereby given to MDHHS:

A. Compliance with Applicable Laws

The Agency will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement.

B. Non-Discrimination

1. The Agency must comply with MDHHS's non-discrimination statement: Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, political beliefs, or disability.
2. The Agency will comply with all federal statutes relating to nondiscrimination, as applicable to Agency. These may include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
   b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
   c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
   d. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   e. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   f. The requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Health Insurance Portability and Accountability Act

To the extent that this act is pertinent to the services that the Agency provides to MDHHS under this Agreement, the Agency assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The Agency must not share any protected health data and information provided by MDHHS that falls within HIPAA requirements except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.

2. The Agency will ensure that any subcontractor will have the same obligations as the Agency not to share any protected health data and information from MDHHS that falls under HIPAA requirements in the terms and conditions of the subcontract.

3. The Agency must only use health data and information provided by MDHHS for the purposes of this Agreement.

4. The Agency must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Agency's employees.

5. The Agency must have a policy and procedure to immediately report to MDHHS any suspected or confirmed unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Agency becomes aware. The Agency will work with MDHHS to mitigate the breach and will provide assurances to MDHHS of corrective actions to prevent further unauthorized uses or disclosures.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section V. Agreement Termination.

7. In accordance with HIPAA requirements, the Agency is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Agency received from MDHHS or any other source.

8. The Agency will enter into a business associate Agreement should MDHHS determine such an Agreement is required under HIPAA.

MDHHS assures that any protected health data and information provided by the Agency will be protected in a manner that complies with HIPAA.

D. Website Incorporation

MDHHS is not bound by any content on the Agency's website unless expressly incorporated directly into this Agreement.

E. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

F. Non-Disclosure of Confidentiality Information

1. The Agency agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties other than affiliates, employees, agents, or subcontracts of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement.

   Meaning of Confidential Information

   For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

   a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such part;

b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning and

c. Should reasonably be recognized as confidential information of the disclosing party,

The term "Confidential Information" does not include any information or documentation that was:

a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

b. Already in the possession of the receiving party without an obligation of confidentiality;

c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;

d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part)

2. The Agency shall assure that medical services to and information contained in medical records of persons served under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged to a third party without the written consent of either the patient or a person responsible for the patient, except as may be otherwise permitted or required by applicable state or federal law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals.

G. General Indemnification

If the Agency is not a governmental agency, the Agency must defend, indemnify and hold the State, its departments, division, agencies, offices, commissions, officers, and employees harmless without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or related to:

1. Any breach by the Agency (or any of the Agency's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, Agreements, representations, warranties, or insurance requirements contained in this Agreement.

2. Any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party;

3. Any bodily injury, death or damage to real or tangible personal property occurring wholly or in part due to action or inaction by the Agency (or any of the Agency's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and

4. Any acts or omission of the Agency (or any of the Agency's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify the Agency in writing if indemnification is sought; however, failure to do

so will not relieve the Agency, except to the extent that the Agency is materially prejudiced. The Agency must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. The Agency will not without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with MDHHS of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

V. Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

VI. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this Agreement.

VII. Amendments

Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement. Any change proposed by the Agency which would affect the funding of the Agreement, must be submitted in writing to MDHHS for approval immediately upon determining the need for such change. The Agency shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement.

VIII. Agreement Termination

A. This Agreement may be terminated by either party without further liability or penalty by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. This Agreement may be terminated if MDHHS does not receive a scheduled payment from the Agency within 10 business days of the due date upon written notification to the Agency.

C. Upon termination of this Agreement, the total amount of payment under the Agreement shall be prorated over the abbreviated term of the Agreement, starting on the effective date and ending on the cancellation date. Any prepayment by the Agency in excess of the revised amount shall be refunded by MDHHS to Agency.

IX. Liability

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Agency in the performance of this Agreement shall be the responsibility of the Agency, and not the responsibility of MDHHS, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Agency, any subcontractor, anyone directly or indirectly employed by the Agency, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Agency or its employees by statute or court decisions. MDHHS is not liable

for consequential, incidental, indirect or special damages, regardless of the nature of the action as it relates to this Agreement.

X. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

Part III

Special Provisions

MDHHS shall assign the following full-time MDHHS employee(s) to provide services consistent with MDHHS classification provided in the link(s) below:

- Services Specialist

MDHHS classification

Administrative Support:
See Position Description for Word Processing *or* General Office Assistant:
http://www.michigan.gov/documents/WordProcessingAssistant_12989_7.pdf
http://www.michigan.gov/documents/GeneralOfficeAssistant_12692_7.pdf

Departmental Analyst
See Position Description for Departmental Analyst:
http://www.michigan.gov/documents/DepartmentalAnalyst_12505_7.pdf

Eligibility Specialist:
See Position Description for Eligibility Specialist (Assistance Payments Worker):
http://www.michigan.gov/documents/AssistancePaymentsWorker_12090_7.pdf

Family Home Aide:
See Position Description for Home Aide:
https://www.michigan.gov/documents/HomeAide_12720_7.pdf

Family Independence Manager:
See Position Description for Family Independence Manager:
http://www.michigan.gov/documents/FamilyIndependenceManager_12648_7.pdf

Family Independence Specialist:
See Position Description for Family Independence Specialist:
http://www.michigan.gov/documents/FamilyIndependenceSpecialist_12650_7.pdf

Services Specialist:
See Position Description for Services Specialist:
https://www.michigan.gov/documents/Services_Specialist_29422_7.pdf

The assigned MDHHS employee(s) shall:

a. Meet or exceed the program Standard of Promptness (SOP)
b. Report the following metrics:
    i. Total applications by program received each year.
    ii. Total applications processed by program each month.
    iii. Monthly SOP per program as well as overall SOP.
c. Submit monthly progress reports by the 10th of the following month to the Local MDHHS office.

MEMORANDUM

DATE: November 8, 2021

TO: St. Clair County Board of Commissioners

CC: Hon. John D. Tomlinson

FROM: Rebeccah Shafran, MHC Coordinator

SUBJECT: FY22 MMHCGP Letter of Agreement Sub-Contract with CMH

With your permission, I would request to place the FY22 MMHCGP Letter of Agreement Sub-Contract with St. Clair County CMH on the agenda for December 2, 2021 Standing Committee Meeting for review, approval, and signature.

The attached is a Letter of Agreement between the Mental Health Court and St. Clair County Community Mental Health Authority for the fiscal year beginning October 1, 2021 and ending on September 30, 2022.

St. Clair County Community Mental Health Authority has agreed to provide travel for participants, treatment, and staff training for the Mental Health Court. The total sum to be paid to St. Clair County Community Mental Health Authority under this agreement will not exceed $72,736.00. The Mental Health Court agrees to pay St. Clair County Community Mental Health Authority directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebeccah Shafran
MHC Coordinator

Attachments: FY22MMHCGP Letter of Agreement Sub-Contract with CMH

Contract #25332

LETTER OF AGREEMENT

(SUB-CONTRACT)

between

ST. CLAIR COUNTY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

~ Mental Health Court ~

This LETTER OF AGREEMENT / SUB-CONTRACT is for the period of October 1, 2021 through September 30, 2022 (FY22).

Conditioned upon **72ND DISTRICT COURT, County of St. Clair,** *Michigan Mental Health Court Program,* executing the attached *Michigan Mental Health Court Grant Program* ('Attachment A' to this LETTER OF AGREEMENT/SUB-CONTRACT) with State Court Administrative Office, Lansing, Michigan (SCAO), **St. Clair County** will, in turn, provide funding, per this LETTER OF AGREEMENT up to forty-nine thousand four hundred twenty-two dollars ($72,736.00) to **St. Clair County Community Mental Health Authority**, in accordance with the *Michigan Mental Health Court Grant Program* terms. These funds are to address the identified case management and clerical support needs (personnel wages and fringe benefits), as well as travel, treatment costs, and training within the *Michigan Mental Health Court Grant Program*.

ATTACHMENT A: *Michigan Mental Health Court Grant Program (Grant Sub-Contract Summary)*
*Detail of specific services and supplies to be purchased through this LETTER OF AGREEMENT / SUB-CONTRACT

As a condition of funding, **St. Clair County Community Mental Health Authority**, as sub-recipient of grant funding, agrees to abide by the requirements delineated in the attached *Michigan Mental Health Court Grant Program*.

To receive reimbursement, **St. Clair County Community Mental Health Authority** must submit documentation in the form of 'Timesheets' for staff time worked and receipts and invoices of travel, treatment costs, and training to **St. Clair County Mental Health Court**.

Program Director / Designee
St. Clair County Mental Health Court

10/4/21
Date

Chairman / Designee
St. Clair County Board of Commissioners

Date

Executive Director / Designee
St. Clair County Community Mental Health Authority

10-21-21
Date

ATTACHMENT A

Michigan Mental Health Court Grant Program

Grant Sub-Contract Summary

VENDOR	PROJECT OFFICIAL
St. Clair County Community Mental Health Authority (CMH) **Address:** 3111 Electric Avenue **City, State, Zip:** Port Huron, MI 48060 **Telephone:** (810) 985-8900 **Fax:** (810) 985-7620	**Project Director:** Michael Brown **Title:** Program Coordinator **Department:** St. Clair County CMH Authority **Address:** 3111 Electric Avenue **City, State, Zip:** Port Huron, MI 48060 **Telephone:** (810) 966-4485 **Fax:** (810) 985-7620
Contract #: 25332 **Federal ID #:** 38-6006420 **Project Start Date** October 1, 2021 **Project End Date** September 30, 2022 (FY22)	**FINANCIAL OFFICIAL** **Project Director:** Danielle Hazlewood **Title:** Finance Coordinator **Department:** St. Clair County CMH Authority **Address:** 3111 Electric Avenue **City, State, Zip:** Port Huron, MI 48060 **Telephone:** Danielle: (810) 966-3559 **Fax:** (810) 966-3393
BUDGET SUMMARY **Category** — **Amount** **Personnel & Fringe Benefits:** $0.00 (Approximate SCCCMH in-kind: $234,581.71) **Training:** $0.00 **Travel:** $500.00 **Office Supplies:** $98.00 **Treatment Costs:** $72,138.00 ***TOTAL:*** *$72,736.00*	**PROJECT TITLE:** ***Mental Health Court*** **Grantee:** 72nd District Court, St. Clair County **Grantee Award Amount:** $381,593.00 **Grantee Amount:** $308,859.00 **Vendor Amount:** $72,736.00

We hereby accept this Letter of Agreement / Sub-Contract in the amount of for the period shown above on the basis of the application, assurances, and supporting documents submitted by the Court to the State Court Administrative Office (SCAO).

This Letter of Agreement / Sub-Contract becomes fully-executed upon return of this Letter of Agreement / Sub-Contract to the Court, with all required signatures.

This award does not assure or imply continuation in funding beyond the FY22 funding period of this Letter of Agreement / Sub-Contract.

ATTACHMENT A

SUB-CONTRACTOR / VENDOR

Vendor: St. Clair County
Community Mental Health Authority

Department: Mental Health Court

Address: 3111 Electric Ave.
Port Huron, MI 48060

GRANTEE

Grantee: St. Clair County -
72nd District Court

Department: Mental Health Court Division

Address: 201 McMorran Blvd.
Port Huron, MI 48060

Authorizing Official – *Executive Director*

Signature: _____

Name: Debra Johnson

Date: 10-21-2021

Project Director – *Probate Judge*

Signature: _____

Name: Honorable John D. Tomlinson

Date: 11/4/21

Project Official – *Program Coordinator*

Signature: _____

Name: Michael Brown

Date: 11-2-21

St. Clair Co. Administrator/Controller

Signature: _____

Name: Karry Hepting

Date: _____

Financial Official – *Finance Specialist*

Signature: _____

Name: Danielle Hazlewood

Date: 10-19-21

COUNTY OF ST. CLAIR
OFFICE OF THE ADMINISTRATOR/CONTROLLER

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant & Justin Westmiller, Em. Mgmt. Director

Date: November 23, 2021

Re: 2020 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program

Attached is the 2020 Interlocal agreement between Macomb County and St. Clair County for the 2020 Homeland Security Grant Program.

The Homeland Security Grants are used to implement goals and objectives included in the State Homeland Security Strategies and Initiatives. This includes supporting terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, response to, and recovery from terrorism. The grant is also used to enhance regional preparedness in major metropolitan areas, and also supports the National Priority on expanding regional collaboration in the National Preparedness Guidelines and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery.

St. Clair County is being awarded a total of $300,914. Of this amount, $20,582 must be used for SHSP (State Homeland Security Program) allowable activities, and $280,332 must be used for UASI (Urban Area Securities Initiative) allowable activities.

Prior awards include the following:
2019 Homeland Security Grant Program - $286,969
2018 Homeland Security Grant Program - $291,199
2017 Homeland Security Grant Program - $313,348
2016 Homeland Security Grant Program - $328,521
2015 Homeland Security Grant Program - $331,618

In addition, the Urban Area Security Initiative Board has allocated $40,000 to St. Clair County in project funds from the Region 2 HSGP Designated Funding Allocation for the UASI 2020 award performance period. This is the same amount we have been receiving for recent award periods.

We recommend approving the 2020 Interlocal agreement with Macomb County at the December 09, 2021 Board of Commissioners meeting.

MACOMB COUNTY
COMTEC
Communications & Technology Center

Mark A. Hackel
County Executive

Brandon Lewis, PEM
Director

Kristina Krieger, PEM
Emergency Program Manager

Sean McCarthy
Technical Services Manager

Michael Curtis
Homeland Security Grant Manager

EMERGENCY MANAGEMENT & COMMUNICATIONS

117 South Groesbeck Highway • Mount Clemens, Michigan 48043
Phone: 586.469.5270 • Fax: 586.469.6439
oemc.macombgov.org

To All Region Two 2020 HSGP Award Recipients

This announcement letter pertains to the City of Detroit and Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties.

In addition to the award amounts detailed in your 2020 HSGP Interlocal Agreement the Urban Area Security Initiative (UASI) Board has allocated project funds from the Region 2 HSGP Designated Funding Allocation for the UASI 2020 award performance period. The 2020 UASI performance period is September 1, 2020 to May 30, 2023.

Each recipient is allocated an additional award amount:

1. Planning solution area: Up to $40,000
2. DSEMIIC Analyst personnel: Full salary and travel expenses requested

These project funds are to be reimbursed from the Designated Funding Allocation through Macomb County as the fiduciary.

Sincerely,

Michael Curtis

Michael Curtis
Homeland Security Grant Manager

2020 HOMELAND SECURITY GRANT PROGRAM
INTERLOCAL FUNDING AGREEMENT
BETWEEN
MACOMB COUNTY
AND
ST. CLAIR COUNTY

This Interlocal Funding Agreement ("the Agreement") is made between Macomb County, Michigan Municipal Corporation, 1 S. Main, Mt. Clemens, MI 48043 ("Fiduciary"), and St. Clair County, 200 Grand River Ave, Port Huron, MI 48060, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq*., the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of passing through 2020 Homeland Security Grant Program (Grant Program) funds to the Political Subdivision; delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the Grant Program; and addressing use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Macomb County, Michigan was elected and appointed Fiduciary for the 2020 Homeland Security Grant Program by Region 2 Planning Board at its August 19, 2020 meeting.

Macomb County accepted the position of Fiduciary and as a result entered into the 2020 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

    1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.

    1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are

imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.4. **Fiduciary** means Macomb County, a Michigan Municipal Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, and/or any such persons successors.

1.5. **Political Subdivision** means a Michigan Municipal Corporation including, but not limited to, it's Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.

1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.

1.7. **Region 2 Homeland Security Planning Board ("Region 2 Planning Board")** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.

1.8. **2020 Homeland Security Grant Program ("Grant Program")** means the grant program described and explained in Exhibit B which began September 1, 2020 and ends May 31, 2023. The Grant Program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation.

2. **AGREEMENT EXHIBITS**. The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.

2.1. **Exhibit A** – Region 2 Homeland Security Planning Board meeting minutes from August 19, 2020; re: 2020 Homeland Security Grant Program Fiduciary;

2.2. **Exhibit B** – 2020 Homeland Security Grant Program Agreement between the Fiduciary and the State;

3. **FIDUCIARY RESPONSIBILITIES**.

3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan, attached as Exhibit B.

3.2. The Fiduciary shall comply with all requirements set forth in the 2020 Homeland Security Grant Program Guidance.

3.3. The Fiduciary shall submit all required project forms to the State for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 2 Homeland Security Planning Board.

3.4. The Fiduciary shall reimburse the Political Subdivision, for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by the State and the applicable reimbursement forms reviewed and approved by the State. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by the State and the Fiduciary, are properly executed by the Parties. The Fiduciary's Emergency Management representative/designee shall execute the forms on behalf of the Fiduciary and the Emergency Management Coordinator shall execute the forms on behalf of the Political Subdivision. The Fiduciary in its sole discretion shall determine if the reimbursement forms are properly executed.

3.5. The Fiduciary shall create and maintain, an inventory of all equipment purchased with Grant Program funds in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov.

3.6. The Fiduciary shall notify the Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of Grant Program funds released to the Political Subdivision for that fiscal year. This amount shall include the dollar amount of equipment purchased with Grant Program funds by the Political Subdivision.

3.7. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the Political Subdivision.

4. **POLITICAL SUBDIVISION RESPONSIBILITIES**.

4.1. The Political Subdivision is entitled to reimbursement of allowable expenses for the Grant Program in an amount not to exceed $20,582.00 in the SHSP funding source; and $280,332.00 in the UASI funding source. This amount does not include Grant Program funds allocated to the Region 2 Designated Funding Allocation.

4.2. The Political Subdivision shall prepare all required forms for the use of Grant Program funds and shall submit such forms to the Region 2 Planning Board for review and approval via the process designated by the Region 2 Planning Board. Upon approval from the Region 2 Planning Board, the Fiduciary will forward the required forms to the State for review and approval.

4.3. All funds allocated to the Political Subdivision in Section 4.1 require proof of encumbrance or requests for reimbursement received by the Fiduciary no later than 5:00 p.m. on November 30, 2022. Grant funds which are not encumbered or which do not have reimbursement requests received by the Fiduciary by this date will be reallocated to the Region 2 Designated Funding Allocation.

4.4. The Political Subdivision shall use the equipment purchased with Grant Program funds, and all Grant Program funds in accordance with the 2020 Homeland Security Grant Program Guidance.

4.5. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with Grant Program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision and continue until three (3) years after the close of this Grant Program.

4.6. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.

4.7. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.

4.8. The Political Subdivision shall make the equipment available to the Fiduciary, the State and Federal Auditors upon request.

4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.

4.10. The Political Subdivision shall comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to the following provisions:

a. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by federal or state audit.

b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.

d. Non-federal organizations which expend $750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.

4.11. The Political Subdivision must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial

and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.

4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environmental and Historic Preservation (EHP) program engages in a review process to ensure that federally-funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.

4.13 The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: http://www.dol.gov/whd/govcontracts/dbra.htm.

4.14 Upon request, the Political Subdivision will supply to the Subgrantor any information required to meet federally- mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and D HS program s p e ci f i c reporting requirements.

4.15 The Political Subdivision must acknowledge and agree to comply with applicable provisions governing U.S. Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *D HS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms- and- conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:

5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;

5.3. Hold public meetings, subject to the Michigan Open Meetings Act;

5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;

5.5. Establish sub-committees to carry out its work;

5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and

5.7. Review and approve all required forms for the expenditure of Grant Program funds that are submitted.

5.8. Ensure that all grant projects are aligned to the appropriate FY 2020 HSGP Investment and Homeland Security Strategy. Projects to be funded by SHSP must align to one of Michigan's FY 2020 SHSP Investments and the State of Michigan Homeland Security Strategy. Projects to be funded by UASI must align to a FY 2020 UASI Investment and the UASI Homeland Security Strategy. Project documentation will include an explanation of how each project benefits Region 2.

5.9. Ensure the Subgrantee, in its role as regional fiduciary, is fully apprised of all projects approved by the Region 2 Homeland Security Planning Board.

5.10. Develop and implement a stand-alone Southeast Michigan Urban Area Security Initiative (SEMI UASI) Multi-Year Training and Exercise Plan or provide evidence of the SEMI UASI's adoption and utilization of the state's Multi-Year Training and Exercise Plan.

6. **DURATION OF INTERLOCAL AGREEMENT**.

6.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party and shall end three (3) years from the date the Grant Program is closed. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. **LIABILITY/ASSURANCES**.

7.1. Each Party shall be responsible for any Claim made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.

7.2. In any Claim that may arise under or relate to this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.

7.3. Neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or agents in connection with any Claim.

7.4. Notwithstanding any other provision of this Agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of Grant Program funds that it receives or the use or misuse of the equipment, including but not

limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

7.5. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.6. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B, and the 2020 Homeland Security Grant Program Guidance.

8. **TERMINATION OR CANCELLATION OF AGREEMENT**. Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.

9. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

10. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

11. **PERMITS AND LICENSES**. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

12. **RESERVATION OF RIGHTS**. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

13. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

15. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

16. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

17. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

    17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Macomb County Office of Emergency Management and Communications, 117 S. Groesbeck, Mt. Clemens, MI 48043.

    17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: William Kauffman, St. Clair County, 200 Grand River Ave, Suite 203, Port Huron, MI 48060.

    17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

18. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

19. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

20. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF,

EXECUTED: _____ DATE: _____
Vicki Wolber, Deputy County Executive
Macomb County Executive Office

WITNESSED: _____ DATE: _____

Political Subdivision: St. Clair County, Michigan

EXECUTED:_____ DATE: _____

WITNESSED:_____ DATE: _____

EXHIBIT A

MR. LEWIS: Mr. Chair, this is Brandon. I will make a motion to approve the Regional Allocation as presented by Melanie.

MR. HALTEMAN: Motion by Brandon.

MR. WESTMILLER: Second.

MR. HALTEMAN: Justin, thank you for a second.

All in favor, say "Aye".

BOARD MEMBERS: (In Unison) Aye.

MR. HALTEMAN: Opposed, same sign?

(Motion carries unanimously.)

MR. HALTEMAN: Regional Allocation is approved.

X. NEW BUSINESS

a. Regional Fiduciary

Let's skip down to "New Business – Regional Fiduciary". Is this more or less covered or is it separate?

MR. LEWIS: We are required to recertify as we have to every year for who our Regional Fiduciary is going to be. We have to take official action on that. As always, Macomb County is willing and able to continue to serve.

MR. HALTEMAN: I will make that motion for Macomb County to continue as Fiduciary.

MR. STURDIVANT: Support.

MR. HALTEMAN: I will put me down as making the motion. I will put Tad as second. All approve, say "Aye".

BOARD MEMBERS: (In Unison) Aye.

MR. STURDIVANT: That was the quickest vote we've had.

(Motion carries unanimously.)

MR. HALTEMAN: Regional Fiduciary has been approved.

MR. LEWIS: Thank you.

EXHIBIT B

Scanned to V.W

Mark A. Hackel
County Executive

CONTRACT REVIEW ROUTING FORM

November 2019
REV 6

ORIGINATING DEPARTMENT INFORMATION

Department Leader:	Department:	Date:
Brandon Lewis	Emergency Management & Communications	11/12/2020

Contract Contact Person:	Contact Phone Number:	NOTE: Contracts are returned interoffice mail unless specified below:
Noel Hazuka	469-5344	☐ Call for Pick Up: #

CONTACT INFORMATION

Contract Title:	GRANT	Return By Date:
2020 Homeland Security Grant Program Grant Agreement	☐ AWARD ☐ Funded	

DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

NEW IT Dept. Authorization

DOES THIS INVOLVE TECHNICAL SUPPORT RELATED TO HARDWARE OR SOFTWARE? ***If No, Skip this step.***

☐ Yes, Send to IT. Chief Information Officer review/approval is REQUIRED.

☐ Approved
☐ Approved with changes
☐ Rejected and Return to Requesting Department

Authorized Signature _____ *Date* _____

1. RISK & CONTRACT MANAGEMENT -

☐ Approved
☐ Approved with changes
☐ Rejected

RETURN TO REQUESTING DEPARTMENT

Authorized Signature _____ *Date* _____

Department Received Stamp:

2. FINANCE DEPARTMENT -

☐ Approved
☐ Approved with changes
☐ Rejected

RETURN TO RISK & CONTRACT MANAGEMENT

Authorized Signature _____ *Date* _____

Department Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

☐ Approved
☐ Approved with changes
☐ Rejected

RETURN TO RISK & CONTRACT MANAGEMENT

Authorized Signature _____ *Date* _____

Department Received Stamp:

4. OFFICE OF COUNTY EXECUTIVE -

☒ Approved
☐ BOC Review Required

☐ Approved with changes
☐ Rejected - *RETURN TO RISK & CONTRACT MANAGEMENT*

Authorized Signature _____ *Date* 11/16/2020

Department Received Stamp: EXECUTIVE OFFICE NOV 13 2020 RECEIVED

Mark A. Hackel
County Executive

CONTRACT REVIEW ROUTING FORM

November 2019
REV 6

ORIGINATING DEPARTMENT INFORMATION

Department Leader:	Department:	Date:
Brandon Lewis	Emergency Management & Communications	11/12/2020

Contract Contact Person:	Contact Phone Number:	NOTE: Contracts are returned interoffice mail unless specified below:
Noel Hazuka	469-5344	☐ Call for Pick Up: #

CONTACT INFORMATION

Contract Title:

2020 Homeland Security Grant Program Grant Agreement

Vendor Number (if known):	Vendor Name:	Vendor Disclosure Form Attached: ☐ Yes ☐ IFAS ☐ No (N/A)

Original Contract Amount:	Amendment Amount:	Total Amended Contract Amount:	Funding Source - Org Key / Object - (If known):
$ 4,508,352.00	$	$ 4,508,352.00	

Contract Begin Date:	Amendment Date:	Contract End Date:	Targeted Committee Date:
09/01/2020		05/31/2023	

Contract:	If Renewal or Amendment, what terms have changed (if any):	Amendment Number:
☐ New ☒ Renewal ☐ Amendment	Grant period and amount changes only	N/A

Contract Bid:	If not bid out, please explain:	Lowest Bid:	If not lowest bid, please explain:
☐ Yes ☐ No	N/A	☐ Yes ☐ No	

Bid Number:	How many bidders responded?	Winning bidder Macomb County Entity:
		☐ Yes ☐ No - Explain:

Contract Synopsis:

The county annually receives this grant from the Michigan State Police Emergency Management Homeland Security Division as the designated fiduciary for the Region 2 Homeland Security Planning Board/Urban Area Security Initiative (UASI) Board. As such it is our responsibility to administer, manage and process any homeland security grants that are awarded to our region. The attached agreement is in the amount of $4,508,352.00. This represents the entire amount awarded to the UASI Region. This grant program is made possible through the federal Department of Homeland Security and there is no local match required for this award. The grant provides federal pass through funds for local jurisdictions for equipment, exercises, organizing, planning and training as it relates to homeland security and emergency management roles and responsibilities . This grant agreement establishes our relationship with the State of Michigan and outlines the roles and responsibilities of the county as fiduciary for this grant. Per past practice, once this grant agreement is approved and executed by the County, a separate inter-local agreement will be created and executed for each of our six (6) partners in the UASI region (Detroit and the counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne) as it pertains to our relationship with each of them to fulfill our duties under this grant agreement.

OTHER CONTRACT INFORMATION

☐ CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.

PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):

1. ☐ AWARDING A CONTRACT OF $35,000 OR MORE.
2. ☐ AWARDING A CONTRACT MODIFICATION EXCEEDING 5% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.
3. ☐ AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.
4. ☐ EMPLOYER PAID FRINGE BENEFITS.
5. ☐ COLLECTIVE BARGAINING AGREEMENTS.
6. ☐ INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.

Mark A. Hackel
County Executive

MEMORANDUM

DATE: 11/12/2020

TO: Office of County Executive

FROM: Brandon Lewis, Director
Emergency Management & Communications

RE: REQUEST APPROVAL / ADOPTION OF
2020 Homeland Security Grant Program Grant Agreement

SUBJECT:

Attached is the 2020 Homeland Security Grant Program Grant Agreement between Macomb County and the State of Michigan in the amount of $4,508,352.00.

PURPOSE / JUSTIFICATION:

The county annually receives this grant from the Michigan State Police Emergency Management Homeland Security Division as the designated fiduciary for the Region 2 Homeland Security Planning Board/Urban Area Security Initiative (UASI) Board. As such it is our responsibility to administer, manage and process any homeland security grants that are awarded to our region. The attached agreement for FY 2019 is in the amount of $4,508,352.00. This represents the entire amount awarded to the UASI Region. This grant program is made possible through the federal Department of Homeland Security and there is no local match required for this award. ·The grant provides federal pass through funds for local jurisdictions for equipment, exercises, organizing, planning and training as it relates to homeland security and emergency management roles and responsibilities . This grant agreement establishes our relationship with the State of Michigan and outlines the roles and responsibilities of the county as fiduciary for this grant. Per past practice, once this grant agreement is approved and executed by the County, a separate inter-local agreement will be created and executed for each of our six (6) partners in the UASI region (Detroit and the counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne) as it pertains to our relationship with each of them to fulfill our duties under this grant agreement.

FISCAL IMPACT / FINANCING:

Per the terms of the grant agreement, Macomb County will be specifically awarded an amount to be determined within 6 months via amendment to the original agreement to be utilized towards our entire county's homeland security and emergency management needs. As required by the State, we have a Local Planning Team (LPT) established in the county that is responsible for how this funding is spent. In addition to this award, we are provided $225,417.00 to fulfill our management and administration (M & A) duties as the fiduciary. The M & A funds are used for staff salaries, office equipment, supplies, etc. There are no match requirements for this grant.

FACTS AND PROVISION / LEGAL REQUIREMENTS *(If applicable)*:

As the designated fiduciary for the UASI region, we are required to execute this grant agreement with the State. The grant agreement includes certain provisions that we are to follow based on state and federal guidance and requirements.

IMPACT ON CURRENT SERVICES (PROJECTS):

This grant agreement provides for the continued enhancement and sustainment of various homeland security and emergency management capabilities within the county and our region. Staff is currently in place to manage and administer the grant for the entire region as well, as it pertains to our fiduciary responsibility.

State of Michigan
Fiscal Year 2020 Homeland Security Grant Program
Grant Agreement

September 1, 2020 to May 31, 2023

CFDA Number: 97.067 Grant Number: EMW-2020-SS-00021

This Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF MACOMB
(hereinafter called the Subrecipient)

I. Purpose

The FY 2020 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2020 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 2 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf and as a part of the regional board for the FY 2020 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Urban Areas Security Initiative (UASI): The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the whole community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, preparedness for, protection from, or response to acts of terrorism in order to be considered eligible.
However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban Areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region. Identified Urban Areas must take an inclusive regional approach to the development and implementation of the UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, state agencies, statewide Interoperability Coordinators, Citizen Corps Council(s), and campus law enforcement in their program activities.

Allowable activities must comply with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2020 HSGP investments, support capability targets established in the THIRA and gaps identified in the SPR, and align to projects specifically approved by the Recipient.

Subrecipients must take a regional approach when determining the best use of FY 2020 HSGP funds. Subrecipients must consider the needs of local units of government, tribal governments, the private sector, and nonprofit and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities.

II. Statutory Authority

Funding for the FY 2020 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020,* (Public Law No. 116-93).

The Subrecipient agrees to comply with all FY 2020 HSGP program requirements in accordance with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, the FY 2020 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2020 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov, select Title 2.

2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

A. The **County of Macomb**, acting as the Fiduciary Agent on behalf of and as a part of the Region 2 Board, is awarded **$4,508,352** under the FY 2020 HSGP. This total consists of **$308,352** from the SHSP and **$4,200,000** from the UASI program. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

B. The FY 2020 HSGP covers eligible costs from September 1, 2020, to May 31, 2023.

C. HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.

D. At least **$77,088** of SHSP award funds and **$1,050,000** of UASI award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at http://www.fema.gov/national-planning-frameworks. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2020 HSGP.

E. The FY 2020 HSGP includes the following four national priority area funding requirements:
   1) Enhancing cybersecurity (including election security);
   2) Enhancing the protection of soft targets/crowded places (including election security);
   3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
   4) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

   At least **$15,418** of SHSP award funds and **$210,000** of UASI award funds must be dedicated towards enhancing cybersecurity, at least **$210,000** of UASI award funds must be dedicated towards the protection of soft targets/crowded places (including election security), at least **$75,240** of SHSP award funds and **$210,000** of UASI award funds must be dedicated towards enhancing information and intelligence sharing and cooperation with federal agencies, and at least **$210,000** of UASI awarded funds must be dedicated towards addressing emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2020 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program.

F. A maximum of **$154,176** of SHSP award funds and **$2,100,000** of UASI award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. A definition of personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291..

G. Exactly **$15,417** of SHSP award funds and **$210,000** of UASI award funds may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. M&A allowable costs are defined in the *FY 2020 Homeland Security Grant Program Notice of Funding Opportunity,* and the *FEMA Preparedness Grants Manual* located at http://www.fema.gov/homeland-security-grant-program. The use of M&A award funds by the Subrecipient is not subject to review and approval of the Region 2 Homeland Security Planning Board. At the discretion of the Subrecipient, any unused portion of the M&A award funds may be reallocated to the Region 2 HSGP Designated Funding Allocation.

H. Exactly **$73,231** of SHSP award funds and **$997,500** of UASI award funds are allocated to Region 2 for use as the Region 2 HSGP Designated Funding Allocation. These funds will be used to support regional projects as determined by the Region 2 Homeland Security Planning Board.

I. The grant award funds are allocated by the Recipient, acting as the State Administrative Agency (SAA). The local governmental units are entitled to the reimbursement of allowable expenses from the Subrecipient in the amounts listed below:

County of Macomb
SHSP funding source: $37,741.00
UASI funding source: $514,059.00

County of Monroe
SHSP funding source: $16,654.00
UASI funding source: $226,829.00

County of Oakland
SHSP funding source: $39,376.00
UASI funding source: $536,333.00

County of St. Clair
SHSP funding source: $20,582.00
UASI funding source: $280,332.00

County of Washtenaw
SHSP funding source: $20,581.00
UASI funding source: $280,333.00

County of Wayne
SHSP funding source: $43,554.00
UASI funding source: $593,222.00

City of Detroit
SHSP funding source: $41,216.00
UASI funding source: $561,392.00

J. Reimbursement of allowable expenses to the local governmental unit by the Subrecipient will be contingent on satisfactory completion of all responsibilities identified within this grant agreement by the local governmental unit, as determined by the Subrecipient and/or the Recipient.

K. No portion of the funds specifically allocated to local governmental units may be used for M&A expenses.

L. All funds allocated to specific local governmental units require proof of encumbrance or reimbursement requests received by the fiduciary no later than 5:00 p.m. on **November 30, 2022.** This date is six months prior to the end of the grant agreement period. Funds which are not encumbered, or which do not have reimbursement requests received by the fiduciary by this date will be reallocated to the Region 2 HSGP Designated Funding Allocation.

M. The Subrecipient may only fund projects which directly support one of the FY 2020 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2020 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2020 HSGP investment justifications.

N. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.

O. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

P. A portion of FY 2020 HSGP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.

Q. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Refer to the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.

C. The subrecipient shall not use FY 2020 HSGP funds to generate program income.

D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:

1. Subrecipient Risk Assessment Certification
2. Standard Assurances
3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
4. Audit Certification (EMD-053)
5. Request for Taxpayer Identification Number and Certification (W-9)
6. Other documents that may be required by federal or state officials

E. The Subrecipient agrees to act as the Fiduciary Agent on behalf and as a part of the regional board for the FY 2020 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.

2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2020 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.

4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to PO box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsdor by emailing EMD_HSGP@michigan.gov.

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2020 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.

7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

    a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
    b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
    c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
    d. Non-federal organizations which expend $750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.

10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://beta.SAM.gov.

13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.

15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit **one** Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of $10,000 or more. All of the following requirements must be met when requesting advanced funds:

A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
B. The Subrecipient must place advanced funds in an interest-bearing account.
C. The Subrecipient may retain interest up to $500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over $500.
E. The Subrecipient must remit any interest earned over $500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2020, to May 31, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to

inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to follow grant agreement requirements or special conditions.
D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other report or document.
G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient
The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Macpmb County	026544713
Subrecipient Name	Subrecipient's DUNS Number
Vicki Wolber	Deputy County Executive
Printed Name	Title
[signature]	November 16, 2020
Signature	Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney, Commander	Deputy State Director, Emergency Management and Homeland Security Division
Printed Name	Title
[signature]	10/15/2020
Signature	Date

For the Regional Board
The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 2 Homeland Security Planning Board has chosen the **County of Macomb** to act as the Fiduciary Agent on behalf of and as a part of the regional board for the FY 2020 HSGP.

DAVID R HALTEMAN	Regional Board Chair
Printed Name	Title
[signature]	11/17/2020
Signature	Date

SUBRECIPIENT CHECKLIST

FY 2020 HOMELAND SECURITY GRANT PROGRAM (HSGP)
GRANT AGREEMENT

CFDA No: 97.067

Submit the following items as necessary to: DuhrVannelliA@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- ☐ 1. **Grant Agreement. Please retain a copy of the signed document for your records.**
- ☐ 2. **Subrecipient Risk Assessment Certification**
- ☐ 3. **Standard Assurances**
- ☐ 4. **Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- ☐ 5. **Audit Certification (EMD-053)**
- ☐ 6. **Request for Taxpayer Identification Number and Certification (W-9)**

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits audit copy to: Michigan Department of State Police, Grants and Community Services Division, PO Box 30634, Lansing, Michigan 48909.**

FOR GRANT AGREEMENT QUESTIONS, PLEASE CONTACT ALYSSA DUHR-VANNELLI AT 517-284-3943 OR DUHRVANNELLIA@MICHIGAN.GOV

EMHSD-RA (04/2019)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	DUNS #:
Macomb County	Macomb	026544713

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☐ 4-5 grants
   - ☒ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☒ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☐ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☒ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? ***(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)***
   - ☒ Never Audited or No
   - ☐ Unsupported costs (lack of documentation)
   - ☐ Unreasonable use of funds
   - ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☒ Yes
   - ☐ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:		Date:
Authorized Representative Printed Name:		**Title:**
Brandon Lewis		Director
Point of Contact Printed Name:	**Title:**	**Email:**
Brandon Lewis	Director	brandon.lewis@macombgov.org

OMB APPROVAL NO. 1121-140
EXPIRES 5/31/2019

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property

Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Brandon Lewis, Director

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Macomb County - Emergency Management&& Communications
117 S. Groesbeck Hwy.
Mt. Clemens, MI 48043

2. Application Number and/or Project Name

2020 Homeland Security Grant Program (HSGP)

3. Grantee IRS/Vendor Number

38-6004868

4. Typed Name and Title of Authorized Representative

Brandon Lewis, Director

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

EMD-053 (04/2018)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend $750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients MUST submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information	
Program Name: 2020 Homeland Security Grant Program	CFDA Number: 97.067

II. Subrecipient Information			
Subrecipient Name: Macomb County			
Street Address: 117 S. Groesbeck Hwy.	City: Mt. Clemens	State: MI	ZIP Code: 48043

III. Certification for Fiscal Year

Subrecipient Fiscal Year Period: _____ to _____. 09/01/2020 - 05/31/2023

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☐ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to:** Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Signature of Subrecipient's Authorized Representative	Date
Brandon Lewis, Director	

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients
Fiscal Year 2020 Homeland Security Grant Program

Article I. Summary Description of Award

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from the Recipient to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

Article IV. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI. Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII. USA Patriot Act of 2001

Subrecipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX. Trafficking Victims Protection Act of 2000
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article X. Terrorist Financing
Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XI. SAFECOM
Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII. Debarment and Suspension
Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII. Copyright
Subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XV. Best Practices for Collection and Use of Personally Identifiable Information (PII)
Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVI. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XVII. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XVIII. Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX. Acknowledgment of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XX. DHS Specific Acknowledgements and Assurances

All, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate MSP officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XXI. Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance subrecipients must complete the assurances applicable to their program as instructed by MSP. Please contact MSP EMHSD if you have any questions. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIII. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV. Non-supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI. National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII. Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

Article XXIX. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXX. Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXI. Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXII. Federal Debt Status

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII. False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIV. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXV. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVI. Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXVII. Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXVIII. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIX. Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.. In order to initiate an EHP review of your project, you must complete an alignment and allowability form and submit it to EMD_HSGP@michigan.gov. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify MSP EMHSD.

COUNTY OF ST.CLAIR

Purchasing Division

CONTRACT APPROVAL REQUEST

☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☒ BIDS REQUIRED ☐ NO BIDS REQUIRED
☒ BIDS RECEIVED ☐ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD

VENDOR: PM Blough Inc.

VALUE: Not to exceed $12,000

TERM: Expires 3/15/22

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: St. Clair – Macomb Birding Trail Platform Design

DEPARTMENT(S): Metropolitan Planning

COMMENTS: Proposals were solicited and PM Blough Inc. was the sole respondent with a refined scope proposal.

COUNTY OF ST. CLAIR

St. Clair County Metropolitan Planning Commission
David Struck, Planning Director/Deputy County Administrator

Memo

To: St. Clair County Board of Commissioners

From: Dave Struck, AICP, Planning Director/Deputy County Administrator

Date: November 22, 2021

Re: **Contract Approval – St. Clair-Macomb Birding Trail Platform Design**

Action Requested
That the Board of Commissioners approve contracting with PM Blough Inc. for the preliminary design phase of two elevated bird observation platforms in the amount not-to-exceed $12,000.

Background
The St. Clair-Macomb Coastal Birding Trail is a joint project between St. Clair and Macomb Counties and is receiving grant funding assistance through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Coastal Management Program. The trail includes 30 birding hotspots across the two counties, primarily along the Lake St. Clair and St. Clair River corridors. As part of this grant project, funding has been budgeted for the design of one birding platform in each county. While this project is a partnership with Macomb County, St. Clair County is the grantee.

The platform in St. Clair County will be located at a new park under development on Harsens Island in Clay Township. The platform in Macomb County will be located at Lake St. Clair Metropark in Harrison Township. The resulting preliminary designs will be used to seek grant funding for construction under a future phase.

A Request for Proposals (RFP) was distributed to 10 architecture/landscape architecture firms in September 2021. We received no proposals. During that RFP process, we did hear from Pam Blough, who has worked with the Parks and Recreation Commission before, that she would be interested in doing the design project under a refined scope of work. Following the RFP process, staff verified with EGLE it is acceptable to work with a desired consultant to refine scope of work after soliciting services though the county's typical competitive procurement process.

Ms. Blough submitted a proposal to do the preliminary design work for the birding platforms on November 16, 2021 for a fee not-to-exceed $12,000. Under the current grant agreement with EGLE, we have $12,000 budgeted for this part of the project. In addition to our own review for St. Clair County, Macomb County Planning and Economic Development also reviewed the proposal and the project partners are confident that PM Blough Inc. will provide us with the required deliverables in accordance with the grant agreement.

COUNTY OF ST.CLAIR

COUNTY OF ST. CLAIR, MICHIGAN

Metropolitan Planning Department

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: March 15, 2022

Contract – NOT TO EXCEED $12,000

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This "Contract" is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	PM BLOUGH, INC. PO Box 102 Grand Haven, MI 49417 (herein, the "Contractor")

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

1.1. **"**Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor's supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.2. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. "County" means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.

1.4. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.5. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.6. "Contract Documents" This contract includes and fully incorporates herein all of the following documents:

1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be December 17 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. SCOPE OF CONTRACTOR'S SERVICES

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES



4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.

4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.

4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.

4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____.**

4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.

5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.

5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.

5.7. Contractor Employees.

5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.

5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and

any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.

5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.

6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.



6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.

7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.

7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.

7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.

7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.

7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.11.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.

7.12. Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.

7.13. Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.

7.13.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

7.13.2 Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.

7.13.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.

7.13.4 Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

7.13.5 This Contract cannot be sold.

7.13.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

7.14. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

7.15. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term,

condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:

PM Blough, Inc.
P.O. Box 102
Grand Haven, MI 49417

7.18.2. If notice is sent to the County, it shall be addressed to:

County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060

7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____
Authorized Signer

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller

ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES

PMB
PM Blough, Inc.

November 16, 2021

Mr. David Struck, AICP
Planning Director/Deputy County Administrator
St. Clair County Metropolitan Planning Commission

RE: Proposal for St. Clair-Macomb Birding Trail Platform Design
Harsens Island, Clay Township, MI and Lake St. Clair Metropark, Harrison Township, MI

Dear Mr. Struck,

In follow up to our Zoom Meeting, I have prepared this letter as a proposal for professional services for the Preliminary Design Phase of two elevated bird observation platforms to be located in St. Clair County at Harsens Island in Clay Township and in Macomb County at Lake St. Clair Metropark in Harrison Township. The purpose of this proposal will be to develop a preliminary design for each location which accommodates the selected location at each of the parks and includes appropriate access walkways and connections to parking, color rendered drawing, and conceptual costs for use in seeking funding for final design and construction. The facilities are to be designed to be ADA Accessible and to Universal Accessible as determined achievable.

Based on this, the following Scope of Services is Proposed:

1. Develop base drawings of each of the sites based on GIS information for each of the two counties including as appropriate parcel lines, topographic contours, water edge locations, and any floodplain information. Drawings will be prepared to be viewed at 8.5" x 11" or 11" x 17" for use in funding application documents.

2. Schedule a day to visit both sites to review and discuss with County Staff the proposed ideas for the birding platforms. Review other on site existing facilities, vegetation, desired views, approximate height, etc. Discuss materials and possible construction methods to be considered in design and conceptual costing.

3. Provide a written summary of each site based on the visit which identifies each of the elements to be included at each of the site. County Staff to review and offer any comments. This will be utilized to base the designs from this summary. This is expected to be 1-2 pages in length.

4. Develop preliminary design drawings at scale in plan view which incorporate the elements for each of the two parks including platforms, access and connecting walks, ADA Accessible design for materials, railings, access to platforms, etc. Provide to counties to review and comment. This often works great on a Zoom meeting where we can all be looking at the drawings and discussing the design.

5. Make last revisions to the drawings and provide for final review. These will be in black and white without color rendering.

PMB
PM Blough, Inc.

6. After final review is complete, finalize the drawings with color rendering. These will be plan view drawings. We will also provide one section drawing for each site to help illustrate the proposed structure.

7. Prepare Conceptual Cost Information by item and unit quantity spreadsheet to allow for use in preparing grant applications.

8. Provide the counties with PDF files of the two platforms in plan view withpreliminary site design, an elevation of each of the platforms, color rendered plans, and conceptual cost data for printing at either 11" x 17" or 8.5" x 11".

Schedule

The final schedule can be discussed and agreed to. Our suggestion is to be able to schedule the site visits in December if possible before considerable snowfall in order to see the natural conditions as best as possible.

Site Visit and Aerial GIS Information	December
Meeting Summary and Design Elements	December
Preliminary Design	January
Review and Finalization of Design	February
Conceptual Costs and Renderings	March
Completion of All Work	March 15, 2021

ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

Proposed Fee
PMB will provide the above Scope of Services for a not-to-exceed fee of $12,000. The fee includes all time, materials, overhead, and expenses for the proposed Scope of Services and will be invoiced monthly based on the actual work completed. Any unused fee will not be invoiced to the County.



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

☒ **Workers' Compensation Insurance**: The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

☒ **Commercial General Liability Insurance**: The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.

☒ **Motor Vehicle Liability**: The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

☒ **Additional Insured**: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:
Lori Parent, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463
Email: lparent@stclaircounty.org

COUNTY OF ST.CLAIR



Memo

To: Nancy Winzer, Director
From: Dennis C. Delor
RE: Lantern Room/Watch Room Restoration Recommendation
Date: November 22, 2021
Cc: Parks Commission, Board of Commissioners

The following bids were solicited and received for the Fort Gratiot Lighthouse Lantern Room/Watch Room restoration project-

Contractor	**Estimate**
Arisco Contracting Group	$42,200*
(add-on, if necessary)	$1,400
National Restoration	$59,000

A MLAP Grant was awarded by MSHDA in the spring of 2021. When the MLAP grant was written in 2020, the estimated cost for restoring the Lantern/Watch Room portion of the Fort Gratiot Lighthouse was around $25,000. Rising material and mobilization costs led to a higher bid estimate, as shown. The MLAP grant is in the amount of $16,667, which the Friends of the Fort Gratiot Light will provide our local match of $8,333. The remaining $18,600 will come from the St. Clair County Park millage.

The Lantern Room/Watch Room restoration project includes the following-

Lantern Room-
Glass installation, windows (7)
Metal work, repairs, material, labor
Painting, scraping and caulk

Watch Room-
Custom woodwork, repairs and replacement doors
(Inner Gallery door repairs, Gallery cabinet, clock weight doors)
Cast iron floor and ceiling repairs
Masonry repairs
Painting, scraping and caulk
Metal floor repair and paint
Glass floor (material and installation)

Optional Add-On Missing Elements
Brass Handles (ARISCO quote $400)
Window Stiles (ARISCO quote $1,000)

We recommend **Aristo Contracting Group** be awarded the base contract for $42,200 and ask for the approval of the additional $1,400 for optional add-ons, if necessary. With the add-ons, the total amount for the contract would be **$43,600.00.**

COUNTY OF ST.CLAIR
Purchasing Division

CONTRACT APPROVAL REQUEST

☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☒ BIDS REQUIRED ☐ NO BIDS REQUIRED
☒ BIDS RECEIVED ☐ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD

VENDOR: Arisco Contracting Group Inc.

VALUE: Not to exceed $42,200

TERM: Expires 4/1/22

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: Restoration of Fort Gratiot Lighthouse Lantern Room

DEPARTMENT(S): Parks and Recreation

COMMENTS: RFP-PR-0821-420 was posted to MITN in July and two proposals were received. Partial funding for this project will be provided by a $16,667 grant from Michigan Lighthouse Assistance Program (MLAP) through the Michigan State Historic Preservation Office (SHPO).

RFP- PR-0821-420 Fort Gratiot Light Station Lantern Room Restoration

VENDOR	DATE,TIME RECD	TOTAL BID AMT	COMMENTS
National Restoration Inc.	10/29/21 1:50 PM	*$59,000.00*	Alternate T&M Oakland County contract #6325
Arisco Contracting Group Inc.	10/29/21 1:39 PM	*$42,200.00*	Optional Add On: Brass Handles $400 Optional Add On: Window Stiles $1,000

COUNTY OF ST.CLAIR

COUNTY OF ST. CLAIR, MICHIGAN

Parks and Recreation Department

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: April 1, 2022

Contract – NOT TO EXCEED $42,200

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This "Contract" is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	ARISCO CONTRACTING GROUP INC. 31485 Groesbeck, Suite B Fraser, MI 48026 (herein, the "Contractor")

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

1.1. **"**Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor's supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.2. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. "County" means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.

1.4. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.5. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.6. "Contract Documents" This contract includes and fully incorporates herein all of the following documents:

1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be December 17, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. SCOPE OF CONTRACTOR'S SERVICES

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES



4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.

4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.

4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.

4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____.**

4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.

5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.

5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.

5.7. Contractor Employees.

5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.

5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and

any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.

5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.

6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.

6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.

7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.

7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.

7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.

7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.11.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.

7.12. Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements. **This project is funded in part by a Michigan Lighthouse Assistance Program (MLAP) grant through the State Historic Preservation Office (SHPO)**.

7.13. Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.

7.13.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

7.13.2 Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.

7.13.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.

7.13.4 Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

7.13.5 This Contract cannot be sold.

7.13.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

7.14. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

7.15. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights

with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:

Arisco Contracting Group Inc.
31485 Groesbeck
Suite B
Fraser, MI 48026

7.18.2. If notice is sent to the County, it shall be addressed to:

County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060

7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who

signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____
Authorized Signer

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller

ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES

Specific work to be completed:

Lantern Room - The failing, non-historic wood window stiles and damaged Plexiglas windows (10) will be removed. All interior and exterior lantern surfaces currently covered in wood to be removed will be cleaned, repaired, and repainted. New 3/8" tempered glass panels will be installed in the original openings. The non-historic plywood ceiling will be removed to expose the original tin ceiling and vent that was critical to the correct operation of the Fresnel lens. Tin ceiling surfaces will be cleaned, repaired, and repainted. The non-historic flooring will be removed, and a transparent, weight bearing glass floor will be installed.

Watch Room – The interior brick walls will be repaired, filling cracks with the correct mortar. Ventilation ports will be cleaned out and the historic louvers restored to function properly, which are critical to air circulation. The iron flooring, ceiling and the ladder to the Lantern Room will be stabilized and repaired as needed. They will be repainted to restore their 1930's appearance. Modern wiring will be re-routed and streamlined to improve historic appearances. Interior walls will be recoated with the approved masonry coating, which is Sherwin Williams Loxon XP.

Landing 3- On landing number three in the stairwell, a unique built-in storage cabinet will be repaired and repainted. Replica wood doors will be made to match the original openings. This cabinet will securely hold artifacts/replicas to enhance interpretation of the keeper's duties. Missing doors on the clock weight cavities (2) will also be replicated to match the original appearance. The missing weight slot shelf will be replicated (based on images provided by SHPO).

The Fort Gratiot Lighthouse is an historic structure; all work shall comply with the Secretary of the Interior's "Standards for the Treatment of Historic Properties".

ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

CONTRACTING GROUP INC.
ARISCO

31485 Groesbeck, Suite B
Fraser, MI 48026
P (313) 432-2220
F (313) 432-2192
www.arisco.co

CUSTOMER: Dennis Delor ddelor@stclaircounty.org
ESTIMATORS: David Schwark dschwark@arisco.co 586-709-5041

DATE: October 29, 2021
PROPOSAL NUMBER: 2021-063

Fort Gratiot Lighthouse
2802 Omar St, Port Huron MI 48060

Arisco Contracting Group Inc.is pleased to submit a competitive proposal on the above captioned project to your firm including labor, materials, equipment and insurance, per email provided by the Owner, except as noted below, for bid divisions(s)

INCLUDED ITEMS: **Based on open access to work areas**

Windows and Glass Floor: $11,051.00 (Port Huron Glass)

Lighthouse Repair Work: $31,149.00

EXCLUDED ITEMS:
- **Work Not Specifically Included (see left)**
- **Multiple Mobilizations (unless specified otherwise at left)**
- **Project Labor Agreement**
- Overtime / Shift Work
- Permits / Testing / Inspections
- Temporary Protection
- 'Delay-Of-Job' Cost(s) /Special (Tax) Assessments
- Changes in The Work
- Dumpster(s)
- Lintels / Lintel Sealants

Work Scope- Landing 3
-Repair/Repaint storage cabinet
-Replicate wood doors on cabinet and weight cavities
-Replicate missing weight shelf

Work Scope- Watch Room
-Repair brick wall with mortar
-Repair ventilation ports and louvres
-Repair and paint flooring, ceiling, and ladder
-Recoat walls with Sherwin Williams Loxon XP

Work Scope- Lantern Room
-Install new Plexiglass windows (7)
-Clean/Repair/Repaint interior/exterior surfaces covered in wood
-Tin ceiling surfaces cleaned and repainted
-Install 1 ¼" thick weight bearing plexiglass floor with 3" lip, 7 ½" hole center and hatch opening
-Lift for installing glass floor
-Windows and Floor installed by Port Huron Glass



Optional Add On: Brass Handles $400.00

Optional Add On: Window Stiles $1,000.00

We propose to complete the work as outlined above for a sum of:

*** $42,200.00****

Forty-Two Thousand Two Hundred and 00/100 Dollars

We anticipate duration of **(TBD) WORKING DAYS** on this project; please note that this estimated duration does not include delays of any kind. These delays could include, but are not limited to: weather conditions, delays caused by other contractors, and/or permitting issues. Payments are to be made NET THIRTY (30) DAYS, or be subjected to finance charges of 18% per annum.

ACCEPTED BY:

Print Name:_____ **Signature:**_____ **Date:**_____

ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

☒ **Workers' Compensation Insurance**: The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

☒ **Commercial General Liability Insurance**: The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.

☒ **Motor Vehicle Liability**: The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

☒ **Additional Insured**: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:
Lori Parent, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463
Email: lparent@stclaircounty.org

Friends of the St. Clair River - Gypsy Moth Program Phase II Proposal

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Phase II	12/6/2021	Cover Memo

St. Clair County Gypsy Moth/*Lymantria dispar* Program Proposal – Phase II

Organization Name	Friends of the St. Clair River
Address	P.O. Box 611496, Port Huron, MI 48061
Contact Info	W: www.scriver.org, E: info@scriver.org
Tax ID #	77-0670838

PURPOSE

Friends of the St. Clair River (Friends) will develop and execute a Phase II Gypsy Moth/*Lymantria dispar* (GM/LD) Program on behalf of St. Clair County (SCC) that builds off success from Phase I. This proposal will remain cost effective, science-based, and protective of quality of life and natural resources.

SUMMARY

St. Clair County has rich and diverse natural resources that shall be protected to maximize its environmental, recreational, social and economic services. This proposal will provide assistance to SCC and its communities to protect quality of life for residents while balancing ecosystem health.

BACKGROUND

Our work utilizes a multi-jurisdictional, landscape-level strategy to engage multiple stakeholders while managing and stewarding the county's natural resources. Our expertise in land stewardship, environmental monitoring and educational programming allows us to advance and advocate on behalf of quality of life initiatives for St. Clair County. Since 2007, Friends has been inspiring citizen action through stewardship, monitoring and education to restore, protect and enhance the St. Clair River and its watersheds.

SERVICES

This proposal shall be effective from January 3, 2022 and through July 31, 2022. Friends will communicate and meet regularly with designated personnel to provide updates, review progress and evaluate performance. The following services shall be provided in a competent and professional manner

ACTIVITIES

January - March 2022

- Data management, thresholds and field verifications
  - Continue to compile, organize and map complaints in SCC's centralized database; perform ground-truth and electronic field verifications and data cleanup as needed to prepare for treatment recommendations, assist SCC in establishing treatment thresholds
- Prepare for treatment
  - Develop RFP with SCC to select aerial spray vendor(s), follow up with municipalities and residents about costs, finalize spray block areas and GIS spray block maps; set aerial spray dates; assist SCC with permitting, and placement of legal and other notices; provide information to assist SCC with developing billing procedures
  - Develop list of qualified ground spray and treatment contractors to share with residents not participating in aerial suppression program
- Education & outreach
  - Provide two community workshops to advise stakeholders about spring program activities and what to expect during aerial sprays; continue with outreach across a diversity of streams, respond to resident inquiries about GM/LD spray program
  - Recruit and train volunteers to assist with spring field work
- With County's assistance create, print and mail notifications to each parcel within spray block areas that allow residents to opt out of treatment; Assist the County and municipal officials in contacting schools, sheriff, fire, police in each community

March - May 2022

- Perform spring field work
  - Monitor egg mass hatch & dispersal, tree canopy development in select sample areas; Focus on select treatment areas, include areas adjacent; work with SCC GIS to complete digital GIS spray zone maps and submit to vendor(s); Friends shall be responsible for verifying and clean-up of the survey data prior to submitting to SCC GIS for final mapping.
- Education and Outreach
  - Assist SCC with legal notices and issue a media release as treatment date(s) approaches; legal notices and media releases will be reviewed and approved by St. Clair County Corp Counsel and be reviewed/approved by SCC Administration
  - Provide two community workshops to advise stakeholders about spring program activities and what to expect during aerial sprays; continue with outreach across a diversity of streams, respond to resident inquiries about GM/LD and spray program
- Oversee performance of treatment by vendor(s)
  - Involve stakeholders at treatment areas to observe & document; coordinate with local law enforcement & first responders & media; collect treatment information; on behalf of the County, Friends will be the point of contact for the vendor(s) and administer the contract(s) including validating the survey/spray block map, providing SCC GIS maps of opt out parcels, and providing information needed for invoicing. Friends shall keep full and accurate records relating to this contract and the vendor contract(s). All data collected shall remain the sole ownership of St. Clair County.

June - July 2022

- Work with County GIS Dept for analysis and mapping of new complaints received after Dec 10, 2021
  - Provide two workshops to advise stakeholders about gypsy moth program updates; continue with outreach across a diversity of streams, respond to resident inquiries about GM/LD and spray program
- Prepare Reports
  - Summarize field work, pest development, treatment process, municipal and resident feedback, forecasts for next cycle, lessons learned
  - Renew agreement cycle, adjust practices, incorporate lessons learned; some systems & processes will be streamlined & pest severity may decline; succeeding years may be at decreased cost due to these efficiencies

ST CLAIR COUNTY RESPONSIBLITIES

- Maintain gypsy moth complaint database and email domain to collect resident's contact information, incorporate suggestions for improvement from Friends and GIS planners
- Provide GIS mapping to support aerial suppression recommendations and cost assignments based on information provided by Friends
- Apportion and invoice municipalities for spray costs
- Collect opt out notifications and adjust spray block maps for residents who opt out of treatment
- Contact and coordinate with municipal officials, schools, first responders in communities where treatments will occur
- Review, approve and hold the contract with the aerial treatment vendor(s), hold all associated permits and issue legal notices
- Pay the aerial treatment vendor(s) for spray costs for county-owned property (parks, trails, right-of-ways, etc.), if St. Clair County chooses to spray the respective areas
- Review and approve legal notices, media releases, and communication plans as prepared by Friends

SCHEDULE

This proposal will begin on the effective date signed below and end on July 31, 2022.

COMPENSATION

Friends will be compensated for these services of a flat amount of $20,200.00. This covers all expenses including wages, printing, hardware and software, mailings, supplies and mileage.
Friends will prepare invoices according to the payment schedule below.

- Seven equal monthly payments of $2885.71 for January – July 2022

DELIVERABLES

- Monthly progress reports submitted with invoices; additional reports or updates as requested
- Copies of marketing materials, legal notices, presentations, data reports, photos, maps
- Record of staff and volunteer hours
- Friends' Certificates of Insurance

TERMINATION

The obligation to provide services under this proposal may be terminated for cause, by either party upon 30 days written notice, in the event of failure by either party to perform in accordance with the terms through no fault of the terminating party. St. Clair County shall have no liability to Friends on account of such termination.

EXCLUDED SERVICES

Costs for services for GIS mapping and treatment spraying are not included in this proposal.

2022 St. Clair County Gypsy Moth Program Phase II Proposal

Agency Name	Friends of the St. Clair River
Contact	Kirsten Lyons, Stewardship Director
Address	P.O. Box 611496, Port Huron, MI 48061; info@scriver.org
EIN #	77-0670838

FRIENDS OF THE ST CLAIR RIVER

Printed Name: Kirsten Lyons

Signature: Kirsten Lyons

Title: Stewardship Director

Effective Date Signed: 12/2/2021

Address for giving notices:
Friends of the St. Clair River
P.O. Box 611496
Port Huron, MI 48061

ST. CLAIR COUNTY

Printed Name:_____

Signature: _____

Title: _____

Effective Date Signed: _____

Address for giving notices:
St. Clair County Administrator/Controller Department
200 Grand River Ave. Suite 203
Port Huron, MI 48060

COUNTY OF ST. CLAIR

HUMAN RESOURCES DEPARTMENT

DIANE BARBOUR
HR Director
dbarbour@stclaircounty.org
Ext. 6340

TINA DELIA
Sr. HR Specialist
tdelia@stclaircounty.org
Ext. 6221

TAMI RUMSEY
Sr. HR Specialist
trumsey@stclaircounty.org
Ext. 6390

SAMANTHA DAMON
HR Specialist
sdamon@stclaircounty.org
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To: **St. Clair County Board of Commissioners**

From: **Tina Delia, Sr. HR Specialist**

Date: **November 19, 2021**

Subject: **Blue Cross Blue Shield & Delta Dental 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 2022 plan year. The administrative fee is increasing by 3% and the stop loss fee is increasing by 9.3%. However, this increase in fees will be offset by favorable claims experience and the 2022 prescription drug rebates estimated at $679,000. All of these changes have been factored into the employee premium share calculation for 2022, resulting in a minimal increase of less than 0.3% for employees.

The stop loss level for 2022 will remain at $160,000 and includes coverage for medical and prescription drug claims.

The attached Delta Dental renewal includes a three year rate hold at our current administrative fee of $4.07 per month per contract for employees and retirees.

RECOMMENDATION: Human Resources recommends that the Board of Commissioners approve the Blue Cross Blue Shield and Delta Dental 2022 renewal documents as presented.

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Blue Cross Blue Shield of Michigan
SCHEDULE A – Renewal Term (Effective 01/01/2022 thru 12/31/2022)
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. 2022 Base Admin Fee	$73.02	663	$48,412.26	01/01/2022	12/31/2022

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 Mgmt: Livongo Classic	PPPM	$0.00	--	--	01/01/2022	12/31/2022
Diabetes Prevention: Omada	PPPM	$0.00	--	--	01/01/2022	12/31/2022
Online Visits	PCPM	$0.20	663	$132.60	01/01/2022	12/31/2022

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 twenty five percent (25.00%) ("Program Fee") 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. The Program Fee will be billed to Group as a 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 member management 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.

BCBSM Quality Programs may also include risk sharing arrangements with certain provider entities ("PE"), e.g., physician organizations, facilities, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside risk for a performance year. The PE's performance will be measured by comparing its total cost of care trend for attributed members to BCBSM's statewide total cost of care trend which may be equated to a per member per month amount. BCBSM will calculate each PE's performance approximately 11 months after the end of a performance year.

If the PE's performance results in a payment of additional reimbursement, Group may be invoiced an additional amount based on its attributed membership to that PE. If the PE's performance results in a return of reimbursement, Group may receive a credit based on its attributed membership to that PE. BCBSM will provide Group with supporting documentation for such amounts. Invoice or credit to Group may occur in conjunction with BCBSM's customer savings refund process as set forth in the administrative services contract.

Notwithstanding the above, in the first three years of the program (2020-2022), BCBSM will not invoice Group for any additional reimbursement earned by a PE. Moreover, reimbursement returned to BCBSM may be used to offset any additional reimbursement earned by a PE in the following year. BCBSM will not retain any amounts resulting from such risk sharing arrangements.

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, for example, Pay-for-Performance (PFP) rates and Value Based Contracting (VBK) rates earned by hospitals, Per Attributed Per Member Per Month ("PaMPM") Provider Delivered Care Management, and Patient Centered Medical Home (PCMH) rates earned by physicians. Provider reimbursement rates also capture provider commitments to BCBSM Quality Program, such as participation and performance in 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.

Providers may also receive reward and incentive payments from BCBSM Quality Programs funded through an allocation from provider reimbursement or collected from Group's Customer Savings Refund. Such allocations may be to a pooled fund from which value-based payments to providers are made. For example, pursuant to the Physician Group Incentive Program (PGIP), physicians agree to allocate a percentage of each Claim to a PGIP fund. The PGIP fund makes reward payments to eligible physician organizations demonstrating particular quality, pays physician organizations for participation in collaborative initiatives, and funds CQIs. An additional portion of a provider's contractual reimbursement (the "Risk Allocation") of most claims may be allocated to a Risk Pool for payments to organized systems of care based on cost/quality performance.

BCBSM Quality Programs may also include risk sharing arrangements with certain provider entities ("PE"), e.g., physician organizations, facilities, health systems, or any combination thereof, that have contracted with BCBSM for upside and downside risk for a performance year. The PE's performance will be measured by comparing its total cost of care trend for attributed members to BCBSM's statewide total cost of care trend which may be equated to a per member per month amount. BCBSM will calculate each PE's performance approximately 11 months after the end of a performance year.

If the PE's performance results in a payment of additional reimbursement, Group may be invoiced an additional amount based on its attributed membership to that PE. If the PE's performance results in a return of reimbursement, Group may receive a credit based on its attributed membership to that PE. BCBSM will provide Group with supporting documentation for such amounts. Invoice or credit to Group may occur in conjunction with BCBSM's custom savings refund process as set forth in the administrative services contract.

Notwithstanding the above, in the first three years of the program (2020-2022), BCBSM will not invoice Group for any additional reimbursement earned by a PE. Moreover, reimbursement returned to BCBSM may be used to offset any additional reimbursement earned by a PE in the following year. BCBSM will not retain any amounts resulting from such risk sharing arrangements.

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.

Value-based reimbursement includes other obligations and entitlements pursuant to other BCBSM Quality Programs funded in a similar manner to those described in this Exhibit. 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 1/1/2022 – 12/31/2022

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

This Exhibit 2 to Schedule A modifies and/or supplements the 2022 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 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.

b. Section 11 is modified to add the following:

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 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 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 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 2022 are:

1. 3.79% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 2.11% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 1.96% 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 coverage or existing 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 coverage, incurred on or after the Original Effective Date of Policy and paid during the Policy Period, as specified on the Exhibit.

   (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 Contract), 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 Contract. 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:	01/01/2022	through	12/31/2022

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)	$143.79
6.	Number of Coverage Units	663
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:	01/01/2023
through	12/31/2023

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: St. Clair County RESA

VALUE: $31,500

TERM: 1 year, 1/1/22 – 12/31/22

CONTRACT TYPE: Service Agreement

SERVICE DESCRIPTION: Payroll Services

DEPARTMENT(S): All County Departments

COMMENTS: St. Clair County RESA will continue to provide payroll support as detailed in Attachment A. There is a 3% increase in cost from 2021.

Please contact the Purchasing Department at (810) 989-6375 with any questions.

COUNTY OF ST. CLAIR
HUMAN RESOURCES DEPARTMENT

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

From: **Diane Barbour, HR Director**

Date: **November 12, 2021**

Subject: Renewal of the St. Clair County Regional Educational Service Agency (RESA) and County of St. Clair Service Agreement

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Dear Board of Commissioners,

I would like to request the renewal of the RESA agreement for payroll services for 2022. In this agreement, payroll services will continue same as the 2021 contract.

In 2019 the County's Finance and Payroll software switched to Central Square when it bought One Solution, the former software system. The challenges and problems with Central Square, coupled with poor customer service, have increased the time and number of staff members it takes to complete a payroll cycle.

RESA has proven extremely helpful. RESA's knowledge of the software and the ability to resolve an issue quickly has served us very well during this challenging time. As a result, I am proposing that we utilize their knowledge to continue to resolve issues and their processing services which will allow HR staff to return to normal processing time. In addition and from an audit viewpoint, this will allow an additional check and balance when processing payroll.

This contract has increased slightly for 2022. The cost is $31,500 for the year which is a 3% increase from 2021.

St. Clair County Regional Educational Service Agency
St. Clair County

Human Resource and Payroll Services
2022

This Service Agreement is made as of the ____ day of _____ 2021, by the St. Clair County Regional Educational Service Agency ("RESA") an intermediate service agency and St. Clair County ("County"), a governmental unit recognized by the State of Michigan.

Whereas, the RESA is an intermediate school district as defined by the Revised School Code of 1976, MCL 380.601a and is authorized to enter into agreements or participate in cooperative programs with other entities, public or private, as part of performing the functions of the intermediate school district and in a manner considered by the RESA Board of Education.

Whereas, the County is a governmental subdivision within the State of Michigan and is authorized to participate in cooperative programs with other institutions, public and private, in order to deliver services to its constituent communities and resident; and

Whereas, the County and the RESA have several agreement currently in place covering cooperative projects as well as the provision of services; and

Whereas, the RESA has developed a highly trained and experienced workforce that provides such services to other government units, public school districts, and several non-profit entities at a cost effective level; and

Whereas, the County has determined that utilizing human resources and payroll services from the RESA under this Agreement will be more cost effective and efficient that other options available to the County; and

Whereas, the County desires to secure services in the area of payroll processing and certain human resource services:

Now, and therefore, in consideration of the mutual promises contained in this Service Agreement, the RESA and the County agree as follows:

1. RESA Responsibilities.

The RESA shall be responsible for providing the services as outlined in Attachment A.

2. County Responsibilities.

   a. Provide the necessary payroll information that serves as the basis for the services to be provided by RESA.

   b. Provide to the RESA any and all information relating to the classification, wage scales and benefit packages as well as any collective bargaining agreements with the County's employees that may be required in order for the RESA to perform the Human Resources services.

   c. The County will provide RESA access to the County Central Square database housed at the County Offices, in order to complete the requested services.

3. Term of the Agreement.

    a. It is understood and agreed that the term of this agreement is intended to cover that period necessary to complete the payroll and human resource services for the 2022 payroll year, (January 1, 2022 through December 31, 2022).

    b. In the event the parties desire to extend the term of this agreement, notice of such intent must be transmitted in writing to the other party, no later than November 1, 2022. Any modifications to the terms and conditions will be mutually agreed upon.

4. Compensation.

    a. The County agrees to pay RESA $31,500.00 for the services provided for the 2022 payroll year.

    b. The services outlined in this in this agreement are expected to be completed within 350 hours over the course of the year. If it appears that the County requires significantly more than this level, it will be notified in advance so that either an adjustment can be made in the level of services provided or the payment amount can be adjusted accordingly.

    c. The County may engage the RESA for additional services outside the scope of this Agreement. The County will be charged at a rate of $80.00 per hour.

    d. The RESA will invoice the County on a monthly basis for all services. Payment is expected net 30.

5. Termination.

Either party may terminate this Agreement for any reason with sixty (60) days prior written notice to the other party.

6. No Assignment.

This Agreement or the rights and obligations of either party to this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the other party hereto.

7. Insurance and Indemnification.

    a. The RESA will be covered at all times during the term of this Agreement by such insurance s it deems adequate in its reasonable judgement.

    b. To the extent permitted by law and subject to paragraph 8, each party agrees to hold harmless and defend the other form any liability, claim or injury, related to or caused by, the fault or negligence of such party's employees or equipment.

8. Limitation of Liability.

In the event the services or system access provided pursuant to this Agreement are delayed or interrupted, for whatever reason, the RESA shall employ reasonable commercial efforts to provide the contracted services as outlined in this agreement. However, notwithstanding, anything contained in this Agreement to the contrary, IN NO EVENT SHALL THE RESA BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL,

INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES AS A RESULT OF ANY DELAY OR INTERRUPTION IN THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT. The RESA shall be limited in its liability to the County any insurable direct damages for which it is responsible and to the extent, that such damage or injury is compensated, by the RESA's insurance coverage.

9. Notices.

All notices to the RESA shall be sent by certified or registered mail addressed to:

St. Clair County Regional Educational Service Agency
Attention: Superintendent
499 Range Road, PO Box 1500
Marysville, Michigan 48040

or at such other address as the RESA may in writing, from time to time, designate by written notice to the County.

The County shall be sent by certified or registered mail addressed to:

County of St. Clair
Attention: Administrator
200 Grand River Avenue, Suite 203
Port Huron, Michigan 48060

or to such other address as the County may from, time to time, designate by written notice to the RESA.

10. Representations.

Each of the parties represents that, to the best of its knowledge, after due inquiry and investigation, it has the authority to enter into and to perform the responsibilities required by this Agreement and that the representative signing this Agreement has been duly authorized to do so by his/her governing body.

11. Governing Law and Severability.

This Agreement is made under the applicable laws of the State of Michigan and if any term, clause, provision, part of portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.

12. Amendments.

This agreement may be altered, modified or amended when mutually agreed to by written instrument signed by RESA and the County.

IN WITNESS OF, the St. Clair County RESA and County have executed this Agreement as of the date first above written.

St. Clair County Regional Educational Service Agency	St. Clair County
_____	_____
Dr. Kevin D. Miller, Superintendent	Karry Hepting, Administrator/Controller
_____	_____
Date	Date

.

St. Clair County Regional Educational Service Agency
St. Clair County

Attachment A

RESA Payroll Duties

Process year-end 1099's and W-2s – create file, templates, balances and prints.
Set up annual pay schedules and pay periods for retiree and regular employ pays.
Process annual salary table, payroll assignment and benefit utility.
Prepare updates to existing calculation codes.
Update and create new benefit tables (active only).
Payroll CDH codes: Add new and update existing codes.
Quarterly 941's – Balance, Complete and Return to County for submission.
Complete Pay Assignment approvals for payroll activities.
Run payroll re-compute of accumulators bi-weekly.
Balance salary employees each payroll.
Balancing and Processing of bi-weekly regular payrolls as well as supplemental checks.
Create new tax year payroll accumulator screens.
Process void checks for retiree and regular employee checks.
Troubleshoot and correct payroll issues, provide consultation for payroll issues/processes.
Provide support with reports (CDD report creation/support is not included in this agreement).
Software upgrade testing of payroll system (limited to 15 hours).
Processing of Open Enrollment forms in software system.

County Payroll Duties

Payroll communications to department delegates.
Payroll communications with County employees.
Create payroll calendars each fiscal year
Complete and enter payroll activities in software system.
Calculation of retro payments.
Calculation of regular employee garnishments.
Processing of employee reimbursement and adjustment time card batch.
Enter employee tax requests, direct deposits and miscellaneous deductions.
Collection of payroll timecard batches and review.
Completion of timecard batch balancing spreadsheet.
Responsible for processing payroll EFT file with bank.
Terminate and inactivate employee records.

COUNTY OF ST. CLAIR

St. Clair County Clerk/Register of Deeds **Jay M. DeBoyer**
St. Clair County Clerk, Chief Deputy **Angie Waters**
201 McMorran Blvd. Room 1100 Phone: 810-985-2200
Port Huron, MI 48060 Fax: 810-985-2241

St Clair County Board of Commissioners 11/08/2021
200 Grand River Ave
Port Huron, MI 48060

Commissioners

I am requesting two changes to the manning table of the County Clerk's office.

1. Currently I have a Court Clerk II position that I would like to change to a Court Clerk III position as the current individual is executing the duties of a Court Clerk III. I would like to make this effective immediately.
2. I am requesting the addition of one, full-time Court Clerk III position add to the County Clerks manning table effective at the beginning of the 2022 year.

I have provided this information to Human Resources and to Administration. Administration has provided the financial impact of these two requests to you. Should you have any further questions of concerns please contact me.

Sincerely

Jay M. DeBoyer
St Clair County Clerk/Register of Deeds

COUNTY OF ST.CLAIR

Office of the Administrator/Controller

KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director

Date: November 18, 2021

Re: County Clerk Manning Table Change/Addition

The County Clerk is asking the Board to approve a manning table change that would convert a full time Deputy Clerk II to a Deputy Clerk III. This change will cost an additional $10,981 annually at the top step with full fringe benefits.

The County Clerk is also asking to add one full time Clerk III position to their manning table starting 1/1/2022. The total cost of the position with full fringe benefits and top step of the pay scale is $72,187. However, 80% of this position would be paid from the Clerk's Concealed Pistol License (CPL) fund and the other 20% would come from the General fund.

In order to cover the cost in the general fund, the Clerk will be eliminating one of the vacant part time Deputy Clerk I positions. The CPL fund has sufficient funds to pay 80% of the position as well.

	General Fund	CPL Fund
Deputy Clerk II to Deputy Clerk III	$10,981	
Add 1 FT Deputy Clerk III	$14,437	$57,750
Remove 1 PT Deputy Clerk I	($25,418)	
Total change	$0	$57,750

The above mentioned changes will be budget neutral and no additional appropriation will be needed from the general fund.

We recommend the Board approve the manning table changes at the December 9, 2021 board meeting.

COUNTY OF ST. CLAIR

MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: June 17, 2021

Subject: Reclassification Request-County Clerk Department

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES

Background:

The County Clerk/Register of Deeds, Jay Deboyer, is requesting a reclassification from a Deputy Clerk II to a Deputy Clerk III within the County Clerk's department. The position has increased in responsibilities and skill set through turnover and the assumption of additional, more advance duties. The current level of performance includes training new staff, assisting with election activities, attending court hearings and processing jury system items. These responsibilities are typically a more advanced level and classified within the Clerk III job framework.
For this reason, I support the reclassification of the Deputy Clerk II to a Deputy Clerk III at a wage range of I-F as requested.

Thank you,

Diane Barbour
Director-Human Resources

COUNTY OF ST. CLAIR

HUMAN RESOURCES DEPARTMENT

DIANE BARBOUR
HR Director
dbarbour@stclaircounty.org
Ext. 6340

TINA DELIA
Sr. HR Specialist
tdelia@stclaircounty.org
Ext. 6221

TAMI RUMSEY
Sr. HR Specialist
trumsey@stclaircounty.org
Ext. 6390

SAMANTHA DAMON
HR Specialist
sdamon@stclaircounty.org
Ext 6242

JILL DUNSMORE
HR Generalist
jdunsmore@stclaircounty.org
Ext 6218

STEPHANIE FRIZZLE
HR Generalist
sfrizzle@stclaircounty.org
Ext 6202

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

From: **Tina Delia, Sr. HR Specialist**

Date: **November 19, 2021**

Subject: **Blue Cross Blue Shield & Delta Dental 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 2022 plan year. The administrative fee is increasing by 3% and the stop loss fee is increasing by 9.3%. However, this increase in fees will be offset by favorable claims experience and the 2022 prescription drug rebates estimated at $679,000. All of these changes have been factored into the employee premium share calculation for 2022, resulting in a minimal increase of less than 0.3% for employees.

The stop loss level for 2022 will remain at $160,000 and includes coverage for medical and prescription drug claims.

The attached Delta Dental renewal includes a three year rate hold at our current administrative fee of $4.07 per month per contract for employees and retirees.

RECOMMENDATION: Human Resources recommends that the Board of Commissioners approve the Blue Cross Blue Shield and Delta Dental 2022 renewal documents as presented.

OFFICE ADDRESS:
200 Grand River Ave.
Suite 206
Port Huron, MI 48060
Phone: 810-989-6910
Fax: 810-985-3493
www.stclaircounty.org

DELTA DENTAL®

Delta Dental Service Contract
For
St. Clair County

This Service Contract ("Contract") is entered into by and between St. Clair County (the "Contractor") and Delta Dental Plan of Michigan, Inc., a Michigan non-profit corporation ("Delta Dental"). Delta Dental agrees to perform claims administration services for the Contractor's self-funded dental benefit plan. Contractor and Delta Dental may be singularly referred to herein as "Party" and collectively referred to herein as the "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2022, the ("Effective Date").

SECTION I - DECLARATIONS

The benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2022

B. **First Renewal Date:** January 1, 2025

C. **Client Number:** 3636-0099, 1000

D. **Rate(s):**

See Addendum

E. **Performance Guarantee(s):** See Addendum

DELTA DENTAL PLAN OF MICHIGAN, INC.

BY: _____
President and CEO

DATE: October 8, 2021

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

BY: _____
(Witnessed By)

_____
(Title)

DATE: _____

ADDENDUM

St. Clair County
3636-0099, 1000
January 1, 2022

D. Rate(s):

Administrative Service Fee: Composite - $4.07 per month per Enrollee

This rate is contingent upon the enrollment of a minimum of 75 percent of the eligible members of the defined group and their eligible dependents. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for Cost of Claims for the preceding month on the first (1st) of each month. Payment shall be due on or before the twentieth (20th) of that month. Rates do not include any applicable claims taxes.

The total deposit held by Delta Dental for this Contractor will be $57,000.00.

E. Performance Guarantee(s): The following Performance Guarantees have been agreed to by both parties.

In the event this Agreement is terminated by either party before its First Renewal Date, these Performance Guarantees are null and void. These Performance Guarantees will only be tracked, reported, and paid on a calendar-year basis for each full calendar year that this Agreement is in effect. In addition, if Delta Dental's performance meets or exceeds the guaranteed performance for three consecutive years, Delta Dental will have no further liability for tracking, reporting, or refunding administration costs for Performance Guarantees.

The total refund in any calendar year will not exceed 50 percent of Contractor's total annual administration costs. Total annual administration costs equal the annual exposure multiplied by the per Subscriber administration cost, excluding commissions, if payable.

1. Turnaround Time Guarantee

Delta Dental guarantees to process 95 percent of all dental claims for all Contractors within ten business days (measured from the date a completed claim is received to the date it is adjudicated in the claim system or denied).

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent below the 95 percent goal.

2. No Balance Billing Guarantee

When Dentists sign contracts to participate with Delta Dental, they agree to accept Delta Dental's determination of payment as the full fee for covered services. If a Participating Dentist's Submitted Fee is higher than the amount that Delta Dental approves, they agree not to charge the difference to Subscribers (or "balance bill" Subscribers). Delta Dental guarantees Subscribers will never have to pay that difference.

If a Subscriber is balance billed by a Participating Dentist, Delta Dental guarantees to investigate each occurrence and, when appropriate, to make the Subscriber whole.

3. Telephone Average Speed of Answer Guarantee

Delta Dental guarantees that the annual average speed of answer of all calls to Delta Dental's customer service department will be 25 seconds or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each second above 25 seconds.

4. Telephone Abandonment Rate Guarantee

Delta Dental guarantees that the annual call abandonment rate for Delta Dental's customer service department (or the rate of callers who hang up before their call is answered) will be five percent or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the call abandonment rate exceeds the five percent goal.

5. Claims Financial Accuracy Guarantee

Delta Dental guarantees that the financial accuracy rate, measured as the total claim dollars paid correctly divided by the total claim dollars audited in a statistically valid sample from all claims paid from all groups, with errors including the absolute value of all overpayments and underpayments, will be at least 99 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 99 percent goal.

6. Claims Payment Accuracy Guarantee

Delta Dental guarantees that the payment accuracy rate, measured as the number of claims paid correctly divided by the number of claims audited in a statistically valid sample from all claims paid from all groups, with errors including all overpayments, underpayments, and dollars paid to the wrong payee, will be at least 98 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

7. Claims Processing Accuracy Guarantee

Delta Dental guarantees that the processing accuracy rate, measured as the number of correctly processed paid claims divided by the total number of claims audited in a statistically valid sample from all claims paid from all groups, will be at least 98 percent. The processing accuracy rate measures all types of errors, not just financial errors.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

8. Satisfactory Account Management Guarantee

Delta Dental guarantees that the Contractor will be satisfied with the management of the account.

If the Contractor is not completely satisfied with its account management each calendar year as indicated by a grade of B or above on Delta Dental's annual account management report card, Delta Dental will refund five percent of the Contractor's total annual administration costs.

9. Member Satisfaction Guarantee

Delta Dental guarantees that at least 95 percent of respondents to Delta Dental's standard member satisfaction survey will be satisfied with us as a whole.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the overall member satisfaction rate is below the 95 percent goal.

10. Panel Savings Guarantee

Delta Dental guarantees that the Contractor's annual savings from fee and policy reductions, as reported on the Contractor's annual Treatment Savings report, will be at least 13 percent.

This percentage will be calculated by dividing (a) the sum of Fees not Allowed Due to Processing Policies, Fee Reduction (both Member and Non-member Dentists), and Savings from Dental Consultant Review by (b) total charges less Invalid Claims and All Other Savings.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund any deficit where the Contractor's actual annual percentage as defined above is not at least 13 percent, up to a maximum of 25 percent of the Contractor's total annual administration costs.

SECTION II - DEFINITIONS

The following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. Capitalized words and terms not defined below are defined in the Certificate.

ADMINISTRATIVE SERVICE FEE means the fee charged by Delta Dental® for the administrative services performed under this Contract.

BENEFIT MANAGER TOOLKIT means Delta Dental's online portal used for eligibility updates and Dental Plan information.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

CONTRACT means this document, including the Certificate and applicable Summary(ies) of Dental Plan Benefits (the terms of which are incorporated herein), the materials submitted by the Contractor in applying for coverage, and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

COST OF CLAIMS means the total amount of Claims payments made by Delta Dental for Covered Services for which the Contractor must reimburse Delta Dental.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

SECTION III - ERISA

Contractor, or a person designated by Contractor (other than Delta Dental), shall be the Named Fiduciary of the Contractor's Dental Plan as that term is defined by ERISA §402(a)(2). To the extent Contractor has delegated to Delta Dental the responsibility and discretionary authority to make final claims determinations, Delta Dental shall be the named fiduciary with respect to such determinations. Any determination or interpretation made by Delta Dental pursuant to this authority is binding on the Member and the Contractor unless it is demonstrated that the determination was arbitrary and capricious. In the event final claims determinations are made by any other entity, Delta Dental shall not be a fiduciary with respect to such determinations. Furthermore, to the extent that Delta Dental is deemed to possess any plan assets of the Dental Plan, Delta Dental will be a fiduciary with respect to such assets to the extent that Delta Dental exercises discretion and control over such assets. Except as otherwise stated herein, Delta Dental shall not have any further discretionary authority or control respecting the management of the Dental Plan or the Dental Plan's assets, if any, and the Contractor retains all responsibility and authority, including all other fiduciary responsibilities, as defined in ERISA, for operation of the Dental Plan.

SECTION IV - ELIGIBILITY AND ENROLLMENT

A. Contractor shall have sole responsibility for determining the eligibility of, and shall manage the enrollment, disenrollment, and contribution obligations of all Members.

B. As a condition of enrollment, the Contractor shall require all Members to provide Delta Dental with all information needed to process claims and administer Benefits. Such information may include, but not be limited to, the Member's dental records. In the event a Member fails and/or refuses to provide Delta Dental with requested information, Delta Dental may place the Member's coverage on hold.

C. Contractor shall provide Delta Dental with an initial eligibility upload of all Members. Such eligibility upload shall be in a form and format acceptable to Delta Dental. Thereafter, Contractor shall provide Delta Dental with eligibility updates on an as needed basis, which in no event shall be less than monthly. Contractor shall promptly respond to any requests for information made by Delta Dental concerning the eligibility of a Member.

D. Contractor shall be solely responsible for the accuracy and delivery of all eligibility information submitted to Delta Dental. Delta Dental shall not be liable for any losses or damages resulting from eligibility information provided by Contractor and/or any other third party.

E. Unless otherwise stated in the Declarations Section of this Contract, no retroactive eligibility updates will be accepted for an effective date more than six months from the date of notification. If the Contractor requests that a Enrollee's eligibility be terminated retroactively and a claim was incurred for that Enrollee or that Enrollee's Dependent after the requested termination date, the Enrollee's eligibility will continue until the end of the month in which the claim occurred, and Contractor shall be responsible for all Cost of Claims and applicable Administrative Service fees for services that were rendered to the Enrollee or Dependent up until the effective termination date. In addition, in the event that an Enrollee or Dependent is retroactively added, Contractor shall be responsible for all Cost of Claims and applicable Administrative Service fees for services that were rendered to the Enrollee or Dependent from the effective addition date forward.

F. Upon reasonable prior written notice, Delta Dental shall have the right to audit the accuracy of Contractor's eligibility information. Contractor's refusal to permit such audit shall be deemed a material breach of this Contract.

G. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation benefits. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating a Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Claim paid during that period if the Member ultimately does not elect COBRA coverage.

H. In the event that a Member undergoes a change in eligibility, Contractor must notify Delta Dental of such change. Any failure by Contractor to provide timely notice of eligibility changes may result in Benefits being improperly administered. Contractor shall be solely responsible for such failures. Contractor must notify Delta Dental immediately for any change in a Member's eligibility. In the event Contractor does not notify Delta Dental immediately, Contractor shall be responsible for any paid Claims.

I. If the Contractor elects to transmit eligibility information via the Benefit Manager Toolkit, Contractor shall execute all proper authorization forms prior to accessing Delta Dental's systems.

J. Delta Dental will deliver to the Contractor an electronic copy of the Certificate for distribution to each Enrollee, unless otherwise agreed to in writing by the Parties.

K. The Contractor will timely distribute to each of its Enrollees the Certificates and other information provided by Delta Dental regarding the Benefits available under this Contract, unless otherwise agreed to in writing by the Parties.

L. Delta Dental shall furnish the Contractor with enrollment forms and related informational materials necessary and appropriate to enroll the Contractor's Members. Delta Dental shall provide reasonable assistance to Contractor on an as needed basis during the enrollment process.

M. In the event of any material changes in enrollment or composition of Members or if invoices are not paid as billed, unless otherwise agreed to in writing, Delta Dental shall have the right in its sole discretion to either:

1. Terminate this Contract pursuant to Section IX; or
2. Propose an adjustment to the Administrative Service Fee. If the proposed adjustment to the Administrative Service Fee is not accepted by Contractor within 30 days of receipt of the proposed adjustment, Delta Dental reserves the right to terminate this Contract.

SECTION V – COVERED SERVICES

A. Delta Dental shall administer and make payment for Covered Services in accordance with this Contract and the Certificate attached hereto. Contractor may request changes to the Covered Services available to Members by submitting the request in writing to Delta Dental. Changes to Covered Services are subject to Delta Dental's approval and may cause an increase to the Administrative Service Fee. Any changes to Covered Services must be agreed to in writing by Delta Dental prior to implementation. Contractor shall be responsible for determining all potential tax consequences relating to the covered benefits it selects.

SECTION VI - DELTA DENTAL NETWORK

A. Delta Dental shall provide Members with an established network of dentists ("Participating Dentists") who have agreed to accept Delta Dental's Maximum Approved Fees for Covered Services. Delta Dental has complete discretion when setting the Maximum Approved Fees. For a detailed description of how payment is made, see Section VI of the applicable Certificate.

B. Delta Dental shall ensure that there are an adequate number of qualified and credentialed Participating Dentists.

C. Delta Dental is under no obligation to contract with any particular dentist and/or maintain any particular Participating Dentist in its network. In addition, Delta Dental is under no obligation to recommend or refer any dentist to a Member.

D. Contractor acknowledges and agrees that:

1. Delta Dental does not provide, direct, or control the provision of dental services to Members.
2. All decisions regarding dental services are made solely by the Member and his or her dentist; and
3. Delta Dental does not warrant or guarantee that the dental services received by a Member from his or her dentist will be rendered in accordance with generally accepted standards or procedures.

SECTION VII - CLAIMS AND APPEALS

A. Delta Dental will adjudicate and process all clean Claims submitted for Contractor's Dental Plan, in accordance with this Contract, the Certificate and Delta Dental's standard operating procedures. Clean Claims are those Claims that contain all information necessary for Delta Dental to process the Claim. In the event that Delta Dental does not receive a clean Claim, the Claim will be denied and will not be chargeable to the Member if the services were rendered by a Participating Dentist.

B. Subject to the terms of this Contract and unless otherwise stated in the Declarations Section of this Contract, Delta Dental has complete discretion to process Claims received under Contractor's Dental Plan. As such, Delta Dental shall, without limitation, make determinations regarding:

1. Coordination of benefits;
2. The applicability of Benefit waiting periods, limitations and exclusions; and
3. The quality of care provided to Members by a treating dentist.

C. Delta Dental shall provide Pre-Treatment Estimates to Members and Participating Dentists upon request as set forth in the Certificate. A Pre-Treatment Estimate is a voluntary and optional process where Delta Dental issues a written estimate of Benefits that may be available under the Dental Plan. A Pre-Treatment Estimate is not a prerequisite or condition for approval of future Benefits payment. Receipt of a Pre-Treatment Estimate does not guarantee payment or coverage, and is not a formal adjudication of a Claim. Pre-Treatment Estimates do not assess whether a Member is specifically eligible for a Covered Service or whether he or she has reached any applicable annual or lifetime maximum payments under the Dental Plan.

D. Delta Dental will follow established procedures for resolving all adverse Claims determination questions asserted by a dentist or Member as set forth in the Certificate ("Claims Appeal Procedure"). The Claims Appeal Procedure shall contain processes for appealing initial adverse determinations made by Delta Dental. To the extent the Dental Plan is governed by ERISA, Delta Dental's procedures shall comply with ERISA and any regulations or guidelines thereunder. All determinations made according to the Claims Appeal Procedure will be final and binding on the Participating Dentist and the Member, unless otherwise stated in the Declarations Section of this Contract; provided, however, that the Member may exercise any additional legal rights he or she may have.

E. Payments made directly to a Member as reimbursement for Covered Services under the Dental Plan are for the personal benefit of such Member and cannot be transferred or assigned unless otherwise stated in the Declarations Section of this Contract. Delta Dental shall not honor attempts to assign Benefits unless required by law.

F. Delta Dental shall use reasonable efforts to recover any overpayments on Contractor's behalf. Delta Dental is under no obligation to engage in litigation in an attempt to recover such payments. Any funds recovered by Delta Dental will be properly credited to Contractor. Notwithstanding the foregoing, Delta Dental will be responsible for any overpayments made due to Delta Dental's negligence or breach of this Contract.

G. Delta Dental does not insure or underwrite risk for Claims submitted on behalf of Members. The Contractor retains sole responsibility for all Claims properly paid by Delta Dental under this Contract.

SECTION VIII - PAYMENT

A. The Contractor agrees to reimburse Delta Dental for the actual Cost of Claims and the invoiced Administrative Service Fee as set forth in the Declarations Section of this Contract. Delta Dental shall not be obligated to accept partial or late payments and acceptance of a partial or late payment will not waive Delta Dental's remedies under this Contract, or otherwise modify the terms herein.

B. The Contractor shall maintain funds necessary to satisfy its obligations under this Contract.

C. Unless otherwise stated in the Declarations Section of this Contract, payment for Administrative Service Fees shall be due on the fifth of each month. An invoice for the current month's Administrative Service Fees shall be sent on or about the third week of the preceding month.

D. The Contractor is responsible for the full amount of all invoices regardless of any contribution owed by the Members to the Contractor. Delta Dental shall not be responsible for collecting any contributions from Members.

E. If required by Delta Dental, Contractor shall deposit an amount specified in the Declarations Section of this Contract ("Prefund") with Delta Dental. The Prefund shall serve as a deposit to offset against any untimely or partial payments from Contractor. In the event Delta Dental uses any of the Prefund to offset untimely or partial payments, Delta Dental shall submit an invoice to the Contractor in the amount necessary to replenish the Prefund. If the Contractor fails to timely replenish the Prefund, Delta Dental shall be entitled to all remedies set forth in Section XI.

SECTION IX - TERM AND TERMINATION

A. This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

B. In the event of a Party's material breach, the non-breaching Party may terminate this Contract by sending written notice to the breaching Party explaining in detail the nature of the breach and providing an opportunity to cure, which in no event shall be less than 30 days. In the event the material breach is not cured within the notice period, the non-breaching party may immediately terminate this Contract.

C. Unless otherwise stated in the Declarations Section of this Contract, this Contract may be terminated by either Party without cause upon 60 days written notice to the other Party.

D. There shall be a twelve month run-out period for all Claims incurred prior to the termination date, except in cases where Delta Dental has terminated this Contract for cause. All Claims paid by Delta Dental during this run-out period shall be invoiced to the Contractor in accordance with Section VIII of this Contract. Any Claims for services rendered after the termination date shall be denied. After the conclusion of the twelve month run out period, Claims shall be denied and Delta Dental shall not have any further obligations to the Contractor.

E. Following the Claims run-out period, Delta Dental shall prepare a final settlement statement and invoice for Contractor. Such settlement statement and invoice shall detail the final amounts due and owing between the Parties including, to the extent applicable, any remaining Prefund deposited by the Contractor, all outstanding Administrative Service Fees and all remaining Claims payments made during the run-out period.

F. Any false or misleading statements made by either Party shall be considered a material breach of this Contract.

SECTION X - CONFIDENTIALITY AND DISCLOSURE

A. The Parties have entered into a Business Associate Agreement regarding the permissible use and disclosure of Member's protected health information as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all subsequent amendments thereto. The Business Associate Agreement is attached as an Addendum hereto.

B. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.

C. Confidential Information shall not include any information that:

1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).

D. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.

E. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.

F. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

SECTION XI - RIGHTS AND REMEDIES

A. In addition to the right of termination described in Section IX, Delta Dental shall have the following rights and remedies in the event Contractor fails to timely pay in full the Administrative Service Fees or reimburse Delta Dental for the Cost of Claims, subject to Contractors right to cure pursuant to Section IX.B.:

1. Delta Dental may retroactively terminate this Contract to the date it last received payment; and

2. Delta Dental may initiate proceedings to recover and collect all payments due and owing, as well as all costs associated with the collection proceedings including, but not limited to, attorneys' fees.

3. Notwithstanding the foregoing, Delta Dental may immediately suspend payment of all Claims in the event that it does not receive timely payment of the Administrative Service Fees or reimbursement for the Cost of Claims.

B. No claim, lawsuit or action, may be brought more than three years after the claim first arose.

C. Either Party's failure to exercise any right or remedy contained herein shall not constitute a waiver of any future rights or remedies available to that Party.

SECTION XII - GENERAL PROVISIONS

A. **Subrogation.** Delta Dental shall be subrogated to all of Contractor's rights with respect to any Claim(s). However, Delta Dental is not obligated to institute or become involved in any litigation concerning such Claim(s). If after six (6) months Delta Dental is unable recover through reasonable efforts, using its standard overpayment recovery processes, any amounts due and owing to Contractor, Delta Dental will provide Contractor with notice of any such unrecovered Claims. The decision to further pursue recovery of such Claims shall be within the sole discretion of Contractor and at Contractor's sole expense. Delta Dental will provide reasonable assistance to Contractor in any such recovery efforts, but in no event will Delta Dental be obligated to undertake any recovery litigation unless mutually agreed to by Delta Dental and Contractor. Delta Dental will remit to Contractor any applicable funds recovered from third parties, less any expenses it has incurred in its recovery efforts. Such funds shall be applied as a credit to Contractor's invoice(s). Contractor will assist Delta Dental as will be reasonably necessary for Delta Dental to carry out its duties under this provision. Delta Dental may assign or subcontract a portion of its duties under this provision of the Contract to others.

B. **Right to Review Published Materials.** Contractor agrees not to publish or distribute any materials containing the logo, trademark, or business mark of Delta Dental, or containing a change in the benefits to be administered under this Contract, until Delta Dental reviews and, with respect to the use of Delta Dental's logo, trademark, or business mark, approves the materials. This provision does not apply to materials that Delta Dental has provided to Contractor for distribution.

C. **Cooperation.** The Contractor shall provide Delta Dental with any information it may reasonably require to administer the Dental Plan or otherwise discharge its duties under this Contract.

D. **Indemnification.**

1. Each Party agrees to defend, indemnify, and hold harmless the other Party and its directors, officers, affiliates, agents, and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) ("Losses") resulting from or arising out of or in connection with the indemnifying Party's breach of this Contract, or any negligent act or omission of any of the indemnifying Party's directors, officers, agents or employees, unless liability for such act or omission is expressly assigned elsewhere in this Contract.

2. The indemnifying Party shall provide prompt written notice of relevant information concerning any Losses to the indemnified Party. Reasonable assistance (at the indemnifying Party's expense) may be requested by the indemnified Party in connection with the defense of any Losses. Notwithstanding the foregoing:

   a. The indemnified party shall permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding at the indemnifying party's expense;

   b. The indemnified Party shall have the right to provide for its separate defense at its own expense;

   c. Neither Party shall settle any Losses without the consent of the other Party, which consent shall not be unreasonably withheld. Any release obtained as a result of settlement must contain a release of all claims against the indemnified Party as well as its officers, directors and employees, and

   d. The indemnification obligations of indemnifying Party hereunder shall not extend to Losses attributable to the negligence, intentional misconduct, or willful malfeasance of the indemnified Party.

E. **Notice.** Any notice required or permitted to be given under this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the other Party at its last address of record.

F. **Survival.** The following Sections shall survive expiration or early termination of this Contract: Section VIII. Payment; Section X. Confidentiality & Disclosure; Section XI. Rights and Remedies; and Section XII. General Provisions.

G. **Internal Policies and Procedures.** Delta Dental has the right to amend its internal policies and procedures periodically and without notice to the Contractor to the extent the amendment does not affect the delivery of

benefits to Members. Delta Dental will provide advance written notice, to the extent possible, to Contractor of any amendment to Delta Dental's policies or procedures that affect the delivery of benefits to Members; if advance notice is not possible, Delta Dental will provide written notice as soon as possible after the amendment is adopted.

H. **Third Party Beneficiaries.** This Contract will not confer any rights or remedies on any third-party, other than the Parties to this Contract and their respective successors and permitted assigns.

I. **Assignment and Subcontracting.** Unless it has first obtained the written consent of the other Party, neither Party may assign this Contract or any of its rights or obligations under this Contract to any other person, except that Delta Dental may make assignments to its subsidiaries and affiliates without the prior written consent of the Contractor.

J. **Integration.** This Contract constitutes the entire understanding between the Parties with respect to the subject matter of this Contract and supersedes any prior discussions, negotiations, agreements and understandings.

K. **Force Majeure.** Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default under or grounds for termination of this Contract.

L. **Applicable Law.** This Contract and the obligations of the Parties under this Contract will be governed by and construed in accordance with ERISA to the extent applicable. If it is determined by a court of competent jurisdiction that ERISA does not apply, the law of the State of Michigan will control.

M. **Venue.** The Parties submit to the jurisdiction and venue of the Circuit Court of Ingham County, State of Michigan, or if original jurisdiction can be established in the United States District Court of Western Michigan.

N. **Severability.** If any part of this Contract or an amendment of it is found by an arbitrator, court, or other authority to be illegal, void or not enforceable, all other portions of this Contract shall remain in full force and effect.

O. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. Electronic and/or fax signatures shall be accepted as original signatures.

P. **Audits.** The Contractor shall have the right to audit Delta Dental's files, books, and records (both paper and electronic) pertaining to the administrative services provided under this Agreement. The Contractor will bear the entire cost of any such audits. The Contractor may assign this right to audit to an agent, provided the agent is a licensed firm and the audit is led by an individual who holds a nationally recognized audit accreditation. Delta Dental will allow the Contractor or the Contractor's agent to audit the work areas at which services under this Contract are performed, within 14 business days of receipt of a fully-signed confidentiality agreement. Where applicable, Delta Dental agrees to segregate the Contractor's records from third-party records in order to allow accurate assessment of Contractor-specific processes. Such audits will take place no more than once in a 12-month period, unless both the Contractor and Delta Dental mutually agree that there is reasonable cause to conduct an audit more frequently, in which case the Contractor will give 14 business days' written notice before such audit. The scope of any audit conducted under this provision must be mutually agreed upon, in writing, by both parties prior to the start of the audit. Notwithstanding the foregoing, Contractor shall not have the right to audit any information which Delta Dental, in its sole discretion, determines is proprietary. During the audit, if claims samples are selected using a financially stratified methodology, the results shall be extrapolated to the entire population of claims during the audit period using a weighted average method for each category.

Q. **Other Goods and Services.** From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

DELTA DENTAL®

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 3636-0099, 1000
St. Clair County

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Michigan

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Radiographs – X-rays	50%	50%	50%
Minor Restorative Services – fillings and crown repair	50%	50%	50%
Endodontic Services – root canals	50%	50%	50%
Periodontic Services – to treat gum disease	50%	50%	50%
Oral Surgery Services – extractions and dental surgery	50%	50%	50%
Major Restorative Services – crowns	50%	50%	50%
Other Basic Services – misc. services	50%	50%	50%
Relines and Repairs – to prosthetic appliances	50%	50%	50%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable with no limitations.
- Space maintainers are payable once per area per lifetime for people age 15 and under.

- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per five-year period for first and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,000 per person total per Benefit Year on all services except orthodontic services. $1,500 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – None.

Waiting Period – Enrollees who are eligible for dental benefits are covered 30 days from date of hire.

Eligible People – All full-time employees of the county working at least 37.5 hours per week who choose the dental plan (1000) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (0099).

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled. Also eligible is your domestic partner, as defined by the contractor.

Enrollees and dependents choosing this dental plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the date of termination.

DELTA DENTAL®

Delta Dental PPO™
Our national PPO program

Welcome!

Your dental program is administered by Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation doing business as Delta Dental of Michigan. Delta Dental of Michigan is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalMI.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalMI.com and selecting the link for our Consumer Toolkit®. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

I. Delta Dental PPO Certificate

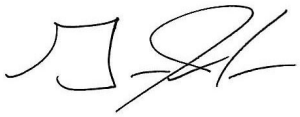
Delta Dental Plan of Michigan, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Michigan, Inc.

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- For dentures and partial dentures, on the delivery dates;
- For crowns and bridgework, on the permanent cementation date;
- For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- **Delta Dental Premier Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **"Non-PPO Dentists."**

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- The Submitted Amount
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to a qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
c. Newborn: Your newborn will be eligible to enroll on the date of birth.
d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.
e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
g. All others will be permitted on the date that Delta Dental approves in

writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalMI.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
    a. The Enrollee's full name and address
    b. The Enrollee's Member ID number
    c. The name and date of birth of the person receiving dental care
    d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-

524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified on your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one (1) visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.

7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Caries preventive medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
21. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
22. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
23. Veneers.
24. Prefabricated crowns used as final restorations on permanent teeth.
25. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
26. Implant/abutment supported interim fixed denture for edentulous arch.
27. Soft occlusal guard appliances.
28. Paste-type root canal fillings on permanent teeth.
29. Replacement, repair, relines, or adjustments of occlusal guards.
30. Chemical curettage.
31. Services associated with overdentures.
32. Metal bases on removable prostheses.
33. The replacement of teeth beyond the normal complement of teeth.
34. Personalization or characterization of any service or appliance.
35. Temporary crowns used for temporization during crown or bridge fabrication.
36. Posterior bridges in conjunction with partial dentures in the same arch.
37. Precision abutments, attachments and stress breakers.
38. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
42. Myofunctional therapy.
43. Mounted case analyses.
44. Antigen or antibody testing for a public health related pathogen.
45. Any and all taxes applicable to the services.

46. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Scaling and debridement in the presence of inflammation or mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery or debridement of a peri-implant defect.
27. Full mouth debridement, when done on the same day as comprehensive evaluation.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
29. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
30. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.

31. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
32. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
33. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
34. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
35. Capture only images which are not associated with any interpretation or reporting.
36. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
37. Implant removal when performed within three (3) months of an implant/mini-implant on the same tooth by the same dentist or dental office.
38. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the actual date (i.e. to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which include bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age 8 and under.
10. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth. Subsequent minor restoration on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five year period.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people age 11 and under.
14. Hard full or partial arch occlusal guards are payable once in a lifetime.
15. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
16. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36 month period.
17. Prosthodontic Services limitations:
    a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
    b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
    c. A removable unilateral partial denture is payable once per quadrant in any 5 year period unless the loss of additional teeth requires the construction of a new appliance.

d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.

e. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.

f. Implant removal is payable once per lifetime per tooth or area.

g. Implant maintenance is payable once per any twelve (12) month period.

h. Removal of a broken implant retaining screw is payable once in a 5 year period.

18. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:

    a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.

    b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

    c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

19. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.

20. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.

21. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.

22. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

    Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

    a. Resin, porcelain fused to metal, and porcelain crowns (including implant crowns), bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.

    b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

    c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.

    d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.

    e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.

    f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

    g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

    h. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

23. Maximum Payment:

    a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.

24. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

25. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
26. Assessments of salivary flow by measurement are payable once in any 36-month period.
27. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface.
29. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five (5) applications per day.
30. Sealants are covered once per tooth per lifetime on first permanent molars for Members age 9 and under.
31. Sealants are covered once per lifetime on second permanent molars for members age 14 and under.
32. One cone beam CT is allowed within a twelve (12) month period except when performed for TMD treatment.
33. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the actual date (i.e. to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
12. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
13. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.
14. One caries risk assessment is allowed on the same date of service.
15. One caries risk assessment is allowed within a twelve (12) month period when done by the same dentist/dental office.
16. One assessment of salivary flow by measurement is allowed within a twelve (12) month period when done by the same dentist/dental office.
17. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Member has dental benefits under more than one plan. The objective of COB is to make sure the combined payments of the plans are no more than your actual dental bills. COB rules establish whether This Plan's Benefits are determined before or after another plan's benefits.

You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your Claim or does not pay the full bill, you may then submit the remainder of the bill to the secondary plan.

Which Plan is Primary?

To decide which plan is primary, Delta Dental will consider both the COB provisions of the other plan and the relationship of the Member to This Plan's Enrollee, as well as other factors. The primary plan is determined by the first of the following rules that applies:

1. Non-coordinating Plan

   If you have another plan that does not coordinate benefits, it will always be primary.

2. Enrollee v. Dependent Coverage

   The plan that covers the Member as an Enrollee will be primary over a plan that covers the Member as a dependent. However, please note that if the Member is a Medicare beneficiary, federal law may reverse this order.

3. Children (Parents Divorced or Separated)

   If a court decree makes one parent responsible for health care expenses, that parent's plan is primary.

   If a court decree states that the parents have joint custody without stating that one of the parents is responsible for the Child's health care expenses, Delta Dental follows the birthday rule (see rule 4 below).

   If neither of these rules applies, the order will be determined as follows:

   a. First, the plan of the parent with custody of the Child will be primary;

   b. Then, the plan of the spouse of the parent with custody of the Child will be primary;

   c. Next, the plan of the parent without custody of the Child will be primary; and

   d. Last, the plan of the spouse of the parent without custody of the Child will be primary.

4. Children and the Birthday Rule

   The plan of the parent whose birthday is earliest in the calendar year is always primary for Children. For example, if your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your Children. If both parents have the same birthday, the plan that has covered the parent for the longer period will be primary.

5. Laid Off or Retired Employees

   The plan that covers the Member as a laid off or retired employee or as a dependent of a laid off or retired employee will be primary.

6. COBRA Coverage

   The plan that is provided under a right of continuation pursuant to federal law or a similar state law (that is, COBRA) will be primary.

7. Other Plans

   If none of the rules above determines the order of benefits, the plan that has covered the Member for the longer period will be primary.

If the other plan does not have rule 5 and/or rule 6 (above) and decides the order of benefits differently from This Plan, This Plan may ignore either of those rules.

In the event that these rules do not determine how Delta Dental should coordinate benefits with another plan, Delta Dental will follow its internal policies and procedures for determining which plan is primary, unless prohibited by applicable law.

How Delta Dental Pays as Primary Plan

When Delta Dental is the primary plan, it will pay for Covered Services as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

When Delta Dental is the secondary plan, it will pay for Covered Services based on the amount left after the primary plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of This Plan.

Right to Receive and Release Needed Information

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person regarding the Claim being coordinated. Delta Dental need not tell or get the consent of any person to do this. Each person claiming Benefits

under This Plan must give Delta Dental any facts it needs to pay the Claim.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a Benefit paid under This Plan, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, Delta Dental may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Member.

Payment includes the reasonable cash value of any benefits provided in the form of services.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but you must file your request for review within 180 days of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

The Adverse Benefit Determination notice will inform you of your right to a managerial-level conference to complete the formal grievance procedure.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When the Contractor advises Delta Dental to terminate your coverage.
- On the first day of the month for which the Contractor has failed to pay Delta Dental.
- For fraud or misrepresentation in the submission of any Claim.
- For your Dependent, when they no longer qualify as a Dependent.
- For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If theContractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide

payments or benefits for the Covered Services that were paid for by Delta Dental,

2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Michigan.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any

payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

DELTA DENTAL®

Delta Dental Service Contract
For
St. Clair County

This Service Contract ("Contract") is entered into by and between St. Clair County (the "Contractor") and Delta Dental Plan of Michigan, Inc., a Michigan non-profit corporation ("Delta Dental"). Delta Dental agrees to perform claims administration services for the Contractor's self-funded dental benefit plan. Contractor and Delta Dental may be singularly referred to herein as "Party" and collectively referred to herein as the "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2022, the ("Effective Date").

SECTION I - DECLARATIONS

The benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2022

B. **First Renewal Date:** January 1, 2025

C. **Client Number:** 3636-2000, 2001, 2002

D. **Rate(s):**

Administrative Service Fee: Composite - $4.07 per month per Enrollee

This rate is contingent upon the enrollment of a minimum of 75 percent of the eligible members of the defined group and their eligible dependents. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for Cost of Claims for the preceding month on the first (1st) of each month. Payment shall be due on or before the twentieth (20th) of that month. Rates do not include any applicable claims taxes.

E. **Performance Guarantee(s):** See Addendum

DELTA DENTAL PLAN OF MICHIGAN, INC.

BY: _____
President and CEO

DATE: October 8, 2021

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

BY: _____
(Witnessed By)

_____
(Title)

DATE: _____

E. **Performance Guarantee(s):** The following Performance Guarantees have been agreed to by both parties.

In the event this Agreement is terminated by either party before its First Renewal Date, these Performance Guarantees are null and void. These Performance Guarantees will only be tracked, reported, and paid on a calendar-year basis for each full calendar year that this Agreement is in effect. In addition, if Delta Dental's performance meets or exceeds the guaranteed performance for three consecutive years, Delta Dental will have no further liability for tracking, reporting, or refunding administration costs for Performance Guarantees.

The total refund in any calendar year will not exceed 50 percent of Contractor's total annual administration costs. Total annual administration costs equal the annual exposure multiplied by the per Subscriber administration cost, excluding commissions, if payable.

1. Turnaround Time Guarantee

Delta Dental guarantees to process 95 percent of all dental claims for all Contractors within ten business days (measured from the date a completed claim is received to the date it is adjudicated in the claim system or denied).

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent below the 95 percent goal.

2. No Balance Billing Guarantee

When Dentists sign contracts to participate with Delta Dental, they agree to accept Delta Dental's determination of payment as the full fee for covered services. If a Participating Dentist's Submitted Fee is higher than the amount that Delta Dental approves, they agree not to charge the difference to Subscribers (or "balance bill" Subscribers). Delta Dental guarantees Subscribers will never have to pay that difference.

If a Subscriber is balance billed by a Participating Dentist, Delta Dental guarantees to investigate each occurrence and, when appropriate, to make the Subscriber whole.

3. Telephone Average Speed of Answer Guarantee

Delta Dental guarantees that the annual average speed of answer of all calls to Delta Dental's customer service department will be 25 seconds or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each second above 25 seconds.

4. Telephone Abandonment Rate Guarantee

Delta Dental guarantees that the annual call abandonment rate for Delta Dental's customer service department (or the rate of callers who hang up before their call is answered) will be five percent or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the call abandonment rate exceeds the five percent goal.

5. Claims Financial Accuracy Guarantee

Delta Dental guarantees that the financial accuracy rate, measured as the total claim dollars paid correctly divided by the total claim dollars audited in a statistically valid sample from all claims paid from all groups, with errors including the absolute value of all overpayments and underpayments, will be at least 99 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 99 percent goal.

6. Claims Payment Accuracy Guarantee

Delta Dental guarantees that the payment accuracy rate, measured as the number of claims paid correctly divided by the number of claims audited in a statistically valid sample from all claims paid from all groups, with errors including all overpayments, underpayments, and dollars paid to the wrong payee, will be at least 98 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

7. Claims Processing Accuracy Guarantee

Delta Dental guarantees that the processing accuracy rate, measured as the number of correctly processed paid claims divided by the total number of claims audited in a statistically valid sample from all claims paid from all groups, will be at least 98 percent. The processing accuracy rate measures all types of errors, not just financial errors.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

8. Satisfactory Account Management Guarantee

Delta Dental guarantees that the Contractor will be satisfied with the management of the account.

If the Contractor is not completely satisfied with its account management each calendar year as indicated by a grade of B or above on Delta Dental's annual account management report card, Delta Dental will refund five percent of the Contractor's total annual administration costs.

9. Member Satisfaction Guarantee

Delta Dental guarantees that at least 95 percent of respondents to Delta Dental's standard member satisfaction survey will be satisfied with us as a whole.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the overall member satisfaction rate is below the 95 percent goal.

10. Panel Savings Guarantee

Delta Dental guarantees that the Contractor's annual savings from fee and policy reductions, as reported on the Contractor's annual Treatment Savings report, will be at least 13 percent.

This percentage will be calculated by dividing (a) the sum of Fees not Allowed Due to Processing Policies, Fee Reduction (both Member and Non-member Dentists), and Savings from Dental Consultant Review by (b) total charges less Invalid Claims and All Other Savings.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund any deficit where the Contractor's actual annual percentage as defined above is not at least 13 percent, up to a maximum of 25 percent of the Contractor's total annual administration costs.

SECTION II - DEFINITIONS

The following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. Capitalized words and terms not defined below are defined in the Certificate.

ADMINISTRATIVE SERVICE FEE means the fee charged by Delta Dental® for the administrative services performed under this Contract.

BENEFIT MANAGER TOOLKIT means Delta Dental's online portal used for eligibility updates and Dental Plan information.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

CONTRACT means this document, including the Certificate and applicable Summary(ies) of Dental Plan Benefits (the terms of which are incorporated herein), the materials submitted by the Contractor in applying for coverage, and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

COST OF CLAIMS means the total amount of Claims payments made by Delta Dental for Covered Services for which the Contractor must reimburse Delta Dental.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

SECTION III - ERISA

Contractor, or a person designated by Contractor (other than Delta Dental), shall be the Named Fiduciary of the Contractor's Dental Plan as that term is defined by ERISA §402(a)(2). To the extent Contractor has delegated to Delta Dental the responsibility and discretionary authority to make final claims determinations, Delta Dental shall be the named fiduciary with respect to such determinations. Any determination or interpretation made by Delta Dental pursuant to this authority is binding on the Member and the Contractor unless it is demonstrated that the determination was arbitrary and capricious. In the event final claims determinations are made by any other entity, Delta Dental shall not be a fiduciary with respect to such determinations. Furthermore, to the extent that Delta Dental is deemed to possess any plan assets of the Dental Plan, Delta Dental will be a fiduciary with respect to such assets to the extent that Delta Dental exercises discretion and control over such assets. Except as otherwise stated herein, Delta Dental shall not have any further discretionary authority or control respecting the management of the Dental Plan or the Dental Plan's assets, if any, and the Contractor retains all responsibility and authority, including all other fiduciary responsibilities, as defined in ERISA, for operation of the Dental Plan.

SECTION IV - ELIGIBILITY AND ENROLLMENT

A. Contractor shall have sole responsibility for determining the eligibility of, and shall manage the enrollment, disenrollment, and contribution obligations of all Members.

B. As a condition of enrollment, the Contractor shall require all Members to provide Delta Dental with all information needed to process claims and administer Benefits. Such information may include, but not be limited to, the Member's dental records. In the event a Member fails and/or refuses to provide Delta Dental with requested information, Delta Dental may place the Member's coverage on hold.

C. Contractor shall provide Delta Dental with an initial eligibility upload of all Members. Such eligibility upload shall be in a form and format acceptable to Delta Dental. Thereafter, Contractor shall provide Delta Dental with eligibility updates on an as needed basis, which in no event shall be less than monthly. Contractor shall promptly respond to any requests for information made by Delta Dental concerning the eligibility of a Member.

D. Contractor shall be solely responsible for the accuracy and delivery of all eligibility information submitted to Delta Dental. Delta Dental shall not be liable for any losses or damages resulting from eligibility information provided by Contractor and/or any other third party.

E. Unless otherwise stated in the Declarations Section of this Contract, no retroactive eligibility updates will be accepted for an effective date more than six months from the date of notification. If the Contractor requests that a Enrollee's eligibility be terminated retroactively and a claim was incurred for that Enrollee or that Enrollee's Dependent after the requested termination date, the Enrollee's eligibility will continue until the end of the month in which the claim occurred, and Contractor shall be responsible for all Cost of Claims and applicable Administrative Service fees for services that were rendered to the Enrollee or Dependent up until the effective termination date. In addition, in the event that an Enrollee or Dependent is retroactively added, Contractor shall be responsible for all Cost of Claims and applicable Administrative Service fees for services that were rendered to the Enrollee or Dependent from the effective addition date forward.

F. Upon reasonable prior written notice, Delta Dental shall have the right to audit the accuracy of Contractor's eligibility information. Contractor's refusal to permit such audit shall be deemed a material breach of this Contract.

G. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation benefits. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating a Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Claim paid during that period if the Member ultimately does not elect COBRA coverage.

H. In the event that a Member undergoes a change in eligibility, Contractor must notify Delta Dental of such change. Any failure by Contractor to provide timely notice of eligibility changes may result in Benefits being improperly administered. Contractor shall be solely responsible for such failures. Contractor must notify Delta Dental immediately for any change in a Member's eligibility. In the event Contractor does not notify Delta Dental immediately, Contractor shall be responsible for any paid Claims.

I. If the Contractor elects to transmit eligibility information via the Benefit Manager Toolkit, Contractor shall execute all proper authorization forms prior to accessing Delta Dental's systems.

J. Delta Dental will deliver to the Contractor an electronic copy of the Certificate for distribution to each Enrollee, unless otherwise agreed to in writing by the Parties.

K. The Contractor will timely distribute to each of its Enrollees the Certificates and other information provided by Delta Dental regarding the Benefits available under this Contract, unless otherwise agreed to in writing by the Parties.

L. Delta Dental shall furnish the Contractor with enrollment forms and related informational materials necessary and appropriate to enroll the Contractor's Members. Delta Dental shall provide reasonable assistance to Contractor on an as needed basis during the enrollment process.

M. In the event of any material changes in enrollment or composition of Members or if invoices are not paid as billed, unless otherwise agreed to in writing, Delta Dental shall have the right in its sole discretion to either:

1. Terminate this Contract pursuant to Section IX; or
2. Propose an adjustment to the Administrative Service Fee. If the proposed adjustment to the Administrative Service Fee is not accepted by Contractor within 30 days of receipt of the proposed adjustment, Delta Dental reserves the right to terminate this Contract.

SECTION V – COVERED SERVICES

A. Delta Dental shall administer and make payment for Covered Services in accordance with this Contract and the Certificate attached hereto. Contractor may request changes to the Covered Services available to Members by submitting the request in writing to Delta Dental. Changes to Covered Services are subject to Delta Dental's approval and may cause an increase to the Administrative Service Fee. Any changes to Covered Services must be agreed to in writing by Delta Dental prior to implementation. Contractor shall be responsible for determining all potential tax consequences relating to the covered benefits it selects.

SECTION VI - DELTA DENTAL NETWORK

A. Delta Dental shall provide Members with an established network of dentists ("Participating Dentists") who have agreed to accept Delta Dental's Maximum Approved Fees for Covered Services. Delta Dental has complete discretion when setting the Maximum Approved Fees. For a detailed description of how payment is made, see Section VI of the applicable Certificate.

B. Delta Dental shall ensure that there are an adequate number of qualified and credentialed Participating Dentists.

C. Delta Dental is under no obligation to contract with any particular dentist and/or maintain any particular Participating Dentist in its network. In addition, Delta Dental is under no obligation to recommend or refer any dentist to a Member.

D. Contractor acknowledges and agrees that:

1. Delta Dental does not provide, direct, or control the provision of dental services to Members.
2. All decisions regarding dental services are made solely by the Member and his or her dentist; and
3. Delta Dental does not warrant or guarantee that the dental services received by a Member from his or her dentist will be rendered in accordance with generally accepted standards or procedures.

SECTION VII - CLAIMS AND APPEALS

A. Delta Dental will adjudicate and process all clean Claims submitted for Contractor's Dental Plan, in accordance with this Contract, the Certificate and Delta Dental's standard operating procedures. Clean Claims are those Claims that contain all information necessary for Delta Dental to process the Claim. In the event that Delta Dental does not receive a clean Claim, the Claim will be denied and will not be chargeable to the Member if the services were rendered by a Participating Dentist.

B. Subject to the terms of this Contract and unless otherwise stated in the Declarations Section of this Contract, Delta Dental has complete discretion to process Claims received under Contractor's Dental Plan. As such, Delta Dental shall, without limitation, make determinations regarding:

1. Coordination of benefits;
2. The applicability of Benefit waiting periods, limitations and exclusions; and
3. The quality of care provided to Members by a treating dentist.

C. Delta Dental shall provide Pre-Treatment Estimates to Members and Participating Dentists upon request as set forth in the Certificate. A Pre-Treatment Estimate is a voluntary and optional process where Delta Dental issues a written estimate of Benefits that may be available under the Dental Plan. A Pre-Treatment Estimate is not a prerequisite or condition for approval of future Benefits payment. Receipt of a Pre-Treatment Estimate does not guarantee payment or coverage, and is not a formal adjudication of a Claim. Pre-Treatment Estimates do not assess whether a Member is specifically eligible for a Covered Service or whether he or she has reached any applicable annual or lifetime maximum payments under the Dental Plan.

D. Delta Dental will follow established procedures for resolving all adverse Claims determination questions asserted by a dentist or Member as set forth in the Certificate ("Claims Appeal Procedure"). The Claims Appeal Procedure shall contain processes for appealing initial adverse determinations made by Delta Dental. To the extent the Dental Plan is governed by ERISA, Delta Dental's procedures shall comply with ERISA and any regulations or guidelines thereunder. All determinations made according to the Claims Appeal Procedure will be final and binding on the Participating Dentist and the Member, unless otherwise stated in the Declarations Section of this Contract; provided, however, that the Member may exercise any additional legal rights he or she may have.

E. Payments made directly to a Member as reimbursement for Covered Services under the Dental Plan are for the personal benefit of such Member and cannot be transferred or assigned unless otherwise stated in the Declarations Section of this Contract. Delta Dental shall not honor attempts to assign Benefits unless required by law.

F. Delta Dental shall use reasonable efforts to recover any overpayments on Contractor's behalf. Delta Dental is under no obligation to engage in litigation in an attempt to recover such payments. Any funds recovered by Delta Dental will be properly credited to Contractor. Notwithstanding the foregoing, Delta Dental will be responsible for any overpayments made due to Delta Dental's negligence or breach of this Contract.

G. Delta Dental does not insure or underwrite risk for Claims submitted on behalf of Members. The Contractor retains sole responsibility for all Claims properly paid by Delta Dental under this Contract.

SECTION VIII - PAYMENT

A. The Contractor agrees to reimburse Delta Dental for the actual Cost of Claims and the invoiced Administrative Service Fee as set forth in the Declarations Section of this Contract. Delta Dental shall not be obligated to accept partial or late payments and acceptance of a partial or late payment will not waive Delta Dental's remedies under this Contract, or otherwise modify the terms herein.

B. The Contractor shall maintain funds necessary to satisfy its obligations under this Contract.

C. Unless otherwise stated in the Declarations Section of this Contract, payment for Administrative Service Fees shall be due on the fifth of each month. An invoice for the current month's Administrative Service Fees shall be sent on or about the third week of the preceding month.

D. The Contractor is responsible for the full amount of all invoices regardless of any contribution owed by the Members to the Contractor. Delta Dental shall not be responsible for collecting any contributions from Members.

E. If required by Delta Dental, Contractor shall deposit an amount specified in the Declarations Section of this Contract ("Prefund") with Delta Dental. The Prefund shall serve as a deposit to offset against any untimely or partial payments from Contractor. In the event Delta Dental uses any of the Prefund to offset untimely or partial payments, Delta Dental shall submit an invoice to the Contractor in the amount necessary to replenish the Prefund. If the Contractor fails to timely replenish the Prefund, Delta Dental shall be entitled to all remedies set forth in Section XI.

SECTION IX - TERM AND TERMINATION

A. This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

B. In the event of a Party's material breach, the non-breaching Party may terminate this Contract by sending written notice to the breaching Party explaining in detail the nature of the breach and providing an opportunity to cure, which in no event shall be less than 30 days. In the event the material breach is not cured within the notice period, the non-breaching party may immediately terminate this Contract.

C. Unless otherwise stated in the Declarations Section of this Contract, this Contract may be terminated by either Party without cause upon 60 days written notice to the other Party.

D. There shall be a twelve month run-out period for all Claims incurred prior to the termination date, except in cases where Delta Dental has terminated this Contract for cause. All Claims paid by Delta Dental during this run-out period shall be invoiced to the Contractor in accordance with Section VIII of this Contract. Any Claims for services rendered after the termination date shall be denied. After the conclusion of the twelve month run out period, Claims shall be denied and Delta Dental shall not have any further obligations to the Contractor.

E. Following the Claims run-out period, Delta Dental shall prepare a final settlement statement and invoice for Contractor. Such settlement statement and invoice shall detail the final amounts due and owing between the Parties including, to the extent applicable, any remaining Prefund deposited by the Contractor, all outstanding Administrative Service Fees and all remaining Claims payments made during the run-out period.

F. Any false or misleading statements made by either Party shall be considered a material breach of this Contract.

SECTION X - CONFIDENTIALITY AND DISCLOSURE

A. The Parties have entered into a Business Associate Agreement regarding the permissible use and disclosure of Member's protected health information as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all subsequent amendments thereto. The Business Associate Agreement is attached as an Addendum hereto.

B. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.

C. Confidential Information shall not include any information that:

1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).

D. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.

E. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.

F. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

SECTION XI - RIGHTS AND REMEDIES

A. In addition to the right of termination described in Section IX, Delta Dental shall have the following rights and remedies in the event Contractor fails to timely pay in full the Administrative Service Fees or reimburse Delta Dental for the Cost of Claims, subject to Contractors right to cure pursuant to Section IX.B.:

1. Delta Dental may retroactively terminate this Contract to the date it last received payment; and

2. Delta Dental may initiate proceedings to recover and collect all payments due and owing, as well as all costs associated with the collection proceedings including, but not limited to, attorneys' fees.

3. Notwithstanding the foregoing, Delta Dental may immediately suspend payment of all Claims in the event that it does not receive timely payment of the Administrative Service Fees or reimbursement for the Cost of Claims.

B. No claim, lawsuit or action, may be brought more than three years after the claim first arose.

C. Either Party's failure to exercise any right or remedy contained herein shall not constitute a waiver of any future rights or remedies available to that Party.

SECTION XII - GENERAL PROVISIONS

A. **Subrogation.** Delta Dental shall be subrogated to all of Contractor's rights with respect to any Claim(s). However, Delta Dental is not obligated to institute or become involved in any litigation concerning such Claim(s). If after six (6) months Delta Dental is unable recover through reasonable efforts, using its standard overpayment recovery processes, any amounts due and owing to Contractor, Delta Dental will provide Contractor with notice of any such unrecovered Claims. The decision to further pursue recovery of such Claims shall be within the sole discretion of Contractor and at Contractor's sole expense. Delta Dental will provide reasonable assistance to Contractor in any such recovery efforts, but in no event will Delta Dental be obligated to undertake any recovery litigation unless mutually agreed to by Delta Dental and Contractor. Delta Dental will remit to Contractor any applicable funds recovered from third parties, less any expenses it has incurred in its recovery efforts. Such funds shall be applied as a credit to Contractor's invoice(s). Contractor will assist Delta Dental as will be reasonably necessary for Delta Dental to carry out its duties under this provision. Delta Dental may assign or subcontract a portion of its duties under this provision of the Contract to others.

B. **Right to Review Published Materials.** Contractor agrees not to publish or distribute any materials containing the logo, trademark, or business mark of Delta Dental, or containing a change in the benefits to be administered under this Contract, until Delta Dental reviews and, with respect to the use of Delta Dental's logo, trademark, or business mark, approves the materials. This provision does not apply to materials that Delta Dental has provided to Contractor for distribution.

C. **Cooperation.** The Contractor shall provide Delta Dental with any information it may reasonably require to administer the Dental Plan or otherwise discharge its duties under this Contract.

D. **Indemnification.**

1. Each Party agrees to defend, indemnify, and hold harmless the other Party and its directors, officers, affiliates, agents, and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) ("Losses") resulting from or arising out of or in connection with the indemnifying Party's breach of this Contract, or any negligent act or omission of any of the indemnifying Party's directors, officers, agents or employees, unless liability for such act or omission is expressly assigned elsewhere in this Contract.

2. The indemnifying Party shall provide prompt written notice of relevant information concerning any Losses to the indemnified Party. Reasonable assistance (at the indemnifying Party's expense) may be requested by the indemnified Party in connection with the defense of any Losses. Notwithstanding the foregoing:

   a. The indemnified party shall permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding at the indemnifying party's expense;

   b. The indemnified Party shall have the right to provide for its separate defense at its own expense;

   c. Neither Party shall settle any Losses without the consent of the other Party, which consent shall not be unreasonably withheld. Any release obtained as a result of settlement must contain a release of all claims against the indemnified Party as well as its officers, directors and employees, and

   d. The indemnification obligations of indemnifying Party hereunder shall not extend to Losses attributable to the negligence, intentional misconduct, or willful malfeasance of the indemnified Party.

E. **Notice.** Any notice required or permitted to be given under this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the other Party at its last address of record.

F. **Survival.** The following Sections shall survive expiration or early termination of this Contract: Section VIII. Payment; Section X. Confidentiality & Disclosure; Section XI. Rights and Remedies; and Section XII. General Provisions.

G. **Internal Policies and Procedures.** Delta Dental has the right to amend its internal policies and procedures periodically and without notice to the Contractor to the extent the amendment does not affect the delivery of

benefits to Members. Delta Dental will provide advance written notice, to the extent possible, to Contractor of any amendment to Delta Dental's policies or procedures that affect the delivery of benefits to Members; if advance notice is not possible, Delta Dental will provide written notice as soon as possible after the amendment is adopted.

H. **Third Party Beneficiaries.** This Contract will not confer any rights or remedies on any third-party, other than the Parties to this Contract and their respective successors and permitted assigns.

I. **Assignment and Subcontracting.** Unless it has first obtained the written consent of the other Party, neither Party may assign this Contract or any of its rights or obligations under this Contract to any other person, except that Delta Dental may make assignments to its subsidiaries and affiliates without the prior written consent of the Contractor.

J. **Integration.** This Contract constitutes the entire understanding between the Parties with respect to the subject matter of this Contract and supersedes any prior discussions, negotiations, agreements and understandings.

K. **Force Majeure.** Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default under or grounds for termination of this Contract.

L. **Applicable Law.** This Contract and the obligations of the Parties under this Contract will be governed by and construed in accordance with ERISA to the extent applicable. If it is determined by a court of competent jurisdiction that ERISA does not apply, the law of the State of Michigan will control.

M. **Venue.** The Parties submit to the jurisdiction and venue of the Circuit Court of Ingham County, State of Michigan, or if original jurisdiction can be established in the United States District Court of Western Michigan.

N. **Severability.** If any part of this Contract or an amendment of it is found by an arbitrator, court, or other authority to be illegal, void or not enforceable, all other portions of this Contract shall remain in full force and effect.

O. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. Electronic and/or fax signatures shall be accepted as original signatures.

P. **Audits.** The Contractor shall have the right to audit Delta Dental's files, books, and records (both paper and electronic) pertaining to the administrative services provided under this Agreement. The Contractor will bear the entire cost of any such audits. The Contractor may assign this right to audit to an agent, provided the agent is a licensed firm and the audit is led by an individual who holds a nationally recognized audit accreditation. Delta Dental will allow the Contractor or the Contractor's agent to audit the work areas at which services under this Contract are performed, within 14 business days of receipt of a fully-signed confidentiality agreement. Where applicable, Delta Dental agrees to segregate the Contractor's records from third-party records in order to allow accurate assessment of Contractor-specific processes. Such audits will take place no more than once in a 12-month period, unless both the Contractor and Delta Dental mutually agree that there is reasonable cause to conduct an audit more frequently, in which case the Contractor will give 14 business days' written notice before such audit. The scope of any audit conducted under this provision must be mutually agreed upon, in writing, by both parties prior to the start of the audit. Notwithstanding the foregoing, Contractor shall not have the right to audit any information which Delta Dental, in its sole discretion, determines is proprietary. During the audit, if claims samples are selected using a financially stratified methodology, the results shall be extrapolated to the entire population of claims during the audit period using a weighted average method for each category.

Q. **Other Goods and Services.** From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

DELTA DENTAL®

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 3636-2000, 2001, 2002
St. Clair County

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Michigan

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	50%	50%	50%
Emergency Palliative Treatment – to temporarily relieve pain	50%	50%	50%
Sealants – to prevent decay of permanent teeth	50%	50%	50%
Brush Biopsy – to detect oral cancer	50%	50%	50%
Radiographs – X-rays	50%	50%	50%
Basic Services			
Minor Restorative Services – fillings and crown repair	50%	50%	50%
Endodontic Services – root canals	50%	50%	50%
Periodontic Services – to treat gum disease	50%	50%	50%
Oral Surgery Services – extractions and dental surgery	50%	50%	50%
Major Restorative Services – crowns	50%	50%	50%
Other Basic Services – misc. services	50%	50%	50%
Relines and Repairs – to prosthetic appliances	50%	50%	50%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	50%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable with no limitations.
- Space maintainers are payable once per area per lifetime for people age 15 and under.
- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per five-year period for first and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.

- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,000 per person total per Benefit Year on all services.

Deductible – None.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the date of enrollment.

Eligible People – Any retiree of the county eligible for benefits in accordance with the 'Retiree Ordinances': SCC Retirees (2000), SCC Road Commission Retirees (2001), SCC-CMH Retirees (2002) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible at your option are your legal spouse and your dependent unmarried children under age 22 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. Also eligible is your domestic partner, as defined by the Contractor.

Enrollees and dependents choosing this dental plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the date of termination.

DELTA DENTAL®

Delta Dental PPO™
Our national PPO program

Welcome!

Your dental program is administered by Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation doing business as Delta Dental of Michigan. Delta Dental of Michigan is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalMI.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalMI.com and selecting the link for our Consumer Toolkit®. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

I. Delta Dental PPO Certificate

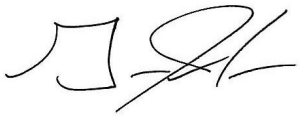
Delta Dental Plan of Michigan, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Michigan, Inc.

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- For dentures and partial dentures, on the delivery dates;
- For crowns and bridgework, on the permanent cementation date;
- For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- **Delta Dental Premier Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **"Non-PPO Dentists."**

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- The Submitted Amount
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to a qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
c. Newborn: Your newborn will be eligible to enroll on the date of birth.
d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.
e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
g. All others will be permitted on the date that Delta Dental approves in

writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalMI.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
    a. The Enrollee's full name and address
    b. The Enrollee's Member ID number
    c. The name and date of birth of the person receiving dental care
    d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-

524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified on your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one (1) visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.

7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Caries preventive medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
21. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
22. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
23. Veneers.
24. Prefabricated crowns used as final restorations on permanent teeth.
25. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
26. Implant/abutment supported interim fixed denture for edentulous arch.
27. Soft occlusal guard appliances.
28. Paste-type root canal fillings on permanent teeth.
29. Replacement, repair, relines, or adjustments of occlusal guards.
30. Chemical curettage.
31. Services associated with overdentures.
32. Metal bases on removable prostheses.
33. The replacement of teeth beyond the normal complement of teeth.
34. Personalization or characterization of any service or appliance.
35. Temporary crowns used for temporization during crown or bridge fabrication.
36. Posterior bridges in conjunction with partial dentures in the same arch.
37. Precision abutments, attachments and stress breakers.
38. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
42. Myofunctional therapy.
43. Mounted case analyses.
44. Antigen or antibody testing for a public health related pathogen.
45. Any and all taxes applicable to the services.

46. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Scaling and debridement in the presence of inflammation or mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery or debridement of a peri-implant defect.
27. Full mouth debridement, when done on the same day as comprehensive evaluation.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
29. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
30. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.

31. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
32. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
33. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
34. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
35. Capture only images which are not associated with any interpretation or reporting.
36. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
37. Implant removal when performed within three (3) months of an implant/mini-implant on the same tooth by the same dentist or dental office.
38. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the actual date (i.e. to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which include bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age 8 and under.
10. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth. Subsequent minor restoration on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five year period.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people age 11 and under.
14. Hard full or partial arch occlusal guards are payable once in a lifetime.
15. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
16. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36 month period.
17. Prosthodontic Services limitations:
    a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
    b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
    c. A removable unilateral partial denture is payable once per quadrant in any 5 year period unless the loss of additional teeth requires the construction of a new appliance.

d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.

e. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.

f. Implant removal is payable once per lifetime per tooth or area.

g. Implant maintenance is payable once per any twelve (12) month period.

h. Removal of a broken implant retaining screw is payable once in a 5 year period.

18. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:

    a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.

    b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

    c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

19. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.

20. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.

21. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.

22. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

    Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

    a. Resin, porcelain fused to metal, and porcelain crowns (including implant crowns), bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.

    b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

    c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.

    d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.

    e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.

    f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

    g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

    h. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

23. Maximum Payment:

    a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.

24. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

25. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
26. Assessments of salivary flow by measurement are payable once in any 36-month period.
27. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface.
29. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five (5) applications per day.
30. Sealants are covered once per tooth per lifetime on first permanent molars for Members age 9 and under.
31. Sealants are covered once per lifetime on second permanent molars for members age 14 and under.
32. One cone beam CT is allowed within a twelve (12) month period except when performed for TMD treatment.
33. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the actual date (i.e. to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
12. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
13. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.
14. One caries risk assessment is allowed on the same date of service.
15. One caries risk assessment is allowed within a twelve (12) month period when done by the same dentist/dental office.
16. One assessment of salivary flow by measurement is allowed within a twelve (12) month period when done by the same dentist/dental office.
17. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Member has dental benefits under more than one plan. The objective of COB is to make sure the combined payments of the plans are no more than your actual dental bills. COB rules establish whether This Plan's Benefits are determined before or after another plan's benefits.

You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your Claim or does not pay the full bill, you may then submit the remainder of the bill to the secondary plan.

Which Plan is Primary?

To decide which plan is primary, Delta Dental will consider both the COB provisions of the other plan and the relationship of the Member to This Plan's Enrollee, as well as other factors. The primary plan is determined by the first of the following rules that applies:

1. Non-coordinating Plan

   If you have another plan that does not coordinate benefits, it will always be primary.

2. Enrollee v. Dependent Coverage

   The plan that covers the Member as an Enrollee will be primary over a plan that covers the Member as a dependent. However, please note that if the Member is a Medicare beneficiary, federal law may reverse this order.

3. Children (Parents Divorced or Separated)

   If a court decree makes one parent responsible for health care expenses, that parent's plan is primary.

   If a court decree states that the parents have joint custody without stating that one of the parents is responsible for the Child's health care expenses, Delta Dental follows the birthday rule (see rule 4 below).

   If neither of these rules applies, the order will be determined as follows:

   a. First, the plan of the parent with custody of the Child will be primary;

   b. Then, the plan of the spouse of the parent with custody of the Child will be primary;

   c. Next, the plan of the parent without custody of the Child will be primary; and

   d. Last, the plan of the spouse of the parent without custody of the Child will be primary.

4. Children and the Birthday Rule

   The plan of the parent whose birthday is earliest in the calendar year is always primary for Children. For example, if your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your Children. If both parents have the same birthday, the plan that has covered the parent for the longer period will be primary.

5. Laid Off or Retired Employees

   The plan that covers the Member as a laid off or retired employee or as a dependent of a laid off or retired employee will be primary.

6. COBRA Coverage

   The plan that is provided under a right of continuation pursuant to federal law or a similar state law (that is, COBRA) will be primary.

7. Other Plans

   If none of the rules above determines the order of benefits, the plan that has covered the Member for the longer period will be primary.

If the other plan does not have rule 5 and/or rule 6 (above) and decides the order of benefits differently from This Plan, This Plan may ignore either of those rules.

In the event that these rules do not determine how Delta Dental should coordinate benefits with another plan, Delta Dental will follow its internal policies and procedures for determining which plan is primary, unless prohibited by applicable law.

How Delta Dental Pays as Primary Plan

When Delta Dental is the primary plan, it will pay for Covered Services as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

When Delta Dental is the secondary plan, it will pay for Covered Services based on the amount left after the primary plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of This Plan.

Right to Receive and Release Needed Information

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person regarding the Claim being coordinated. Delta Dental need not tell or get the consent of any person to do this. Each person claiming Benefits

under This Plan must give Delta Dental any facts it needs to pay the Claim.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a Benefit paid under This Plan, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, Delta Dental may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Member.

Payment includes the reasonable cash value of any benefits provided in the form of services.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but you must file your request for review within 180 days of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

The Adverse Benefit Determination notice will inform you of your right to a managerial-level conference to complete the formal grievance procedure.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When the Contractor advises Delta Dental to terminate your coverage.
- On the first day of the month for which the Contractor has failed to pay Delta Dental.
- For fraud or misrepresentation in the submission of any Claim.
- For your Dependent, when they no longer qualify as a Dependent.
- For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If theContractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide

payments or benefits for the Covered Services that were paid for by Delta Dental,

2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Michigan.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any

payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

DELTA DENTAL®

Delta Dental Service Contract
For
St. Clair County

This Service Contract ("Contract") is entered into by and between St. Clair County (the "Contractor") and Delta Dental Plan of Michigan, Inc., a Michigan non-profit corporation ("Delta Dental"). Delta Dental agrees to perform claims administration services for the Contractor's self-funded dental benefit plan. Contractor and Delta Dental may be singularly referred to herein as "Party" and collectively referred to herein as the "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2022, the ("Effective Date").

SECTION I - DECLARATIONS

The benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2022

B. **First Renewal Date:** January 1, 2025

C. **Client Number:** 3636-3000, 3099

D. **Rate(s):**

Administrative Service Fee: Composite - $4.07 per month per Enrollee

This rate is contingent upon the enrollment of a minimum of 75 percent of the eligible members of the defined group and their eligible dependents. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for Cost of Claims for the preceding month on the first (1st) of each month. Payment shall be due on or before the twentieth (20th) of that month. Rates do not include any applicable claims taxes.

E. **Performance Guarantee(s):** See Addendum

DELTA DENTAL PLAN OF MICHIGAN, INC.

BY: _____
President and CEO

DATE: October 8, 2021

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

BY: _____
(Witnessed By)

_____
(Title)

DATE: _____

ADDENDUM

St. Clair County
3636-3000, 3099
January 1, 2022

E. **Performance Guarantee(s):** The following Performance Guarantees have been agreed to by both parties.

In the event this Agreement is terminated by either party before its First Renewal Date, these Performance Guarantees are null and void. These Performance Guarantees will only be tracked, reported, and paid on a calendar-year basis for each full calendar year that this Agreement is in effect. In addition, if Delta Dental's performance meets or exceeds the guaranteed performance for three consecutive years, Delta Dental will have no further liability for tracking, reporting, or refunding administration costs for Performance Guarantees.

The total refund in any calendar year will not exceed 50 percent of Contractor's total annual administration costs. Total annual administration costs equal the annual exposure multiplied by the per Subscriber administration cost, excluding commissions, if payable.

1. Turnaround Time Guarantee

Delta Dental guarantees to process 95 percent of all dental claims for all Contractors within ten business days (measured from the date a completed claim is received to the date it is adjudicated in the claim system or denied).

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent below the 95 percent goal.

2. No Balance Billing Guarantee

When Dentists sign contracts to participate with Delta Dental, they agree to accept Delta Dental's determination of payment as the full fee for covered services. If a Participating Dentist's Submitted Fee is higher than the amount that Delta Dental approves, they agree not to charge the difference to Subscribers (or "balance bill" Subscribers). Delta Dental guarantees Subscribers will never have to pay that difference.

If a Subscriber is balance billed by a Participating Dentist, Delta Dental guarantees to investigate each occurrence and, when appropriate, to make the Subscriber whole.

3. Telephone Average Speed of Answer Guarantee

Delta Dental guarantees that the annual average speed of answer of all calls to Delta Dental's customer service department will be 25 seconds or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each second above 25 seconds.

4. Telephone Abandonment Rate Guarantee

Delta Dental guarantees that the annual call abandonment rate for Delta Dental's customer service department (or the rate of callers who hang up before their call is answered) will be five percent or less.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the call abandonment rate exceeds the five percent goal.

5. Claims Financial Accuracy Guarantee

Delta Dental guarantees that the financial accuracy rate, measured as the total claim dollars paid correctly divided by the total claim dollars audited in a statistically valid sample from all claims paid from all groups, with errors including the absolute value of all overpayments and underpayments, will be at least 99 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 99 percent goal.

6. Claims Payment Accuracy Guarantee

Delta Dental guarantees that the payment accuracy rate, measured as the number of claims paid correctly divided by the number of claims audited in a statistically valid sample from all claims paid from all groups, with errors including all overpayments, underpayments, and dollars paid to the wrong payee, will be at least 98 percent.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

7. Claims Processing Accuracy Guarantee

Delta Dental guarantees that the processing accuracy rate, measured as the number of correctly processed paid claims divided by the total number of claims audited in a statistically valid sample from all claims paid from all groups, will be at least 98 percent. The processing accuracy rate measures all types of errors, not just financial errors.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent of claims paid below the 98 percent goal.

8. Satisfactory Account Management Guarantee

Delta Dental guarantees that the Contractor will be satisfied with the management of the account.

If the Contractor is not completely satisfied with its account management each calendar year as indicated by a grade of B or above on Delta Dental's annual account management report card, Delta Dental will refund five percent of the Contractor's total annual administration costs.

9. Member Satisfaction Guarantee

Delta Dental guarantees that at least 95 percent of respondents to Delta Dental's standard member satisfaction survey will be satisfied with us as a whole.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund one percent of the Contractor's total annual administration costs for each one percent that the overall member satisfaction rate is below the 95 percent goal.

10. Panel Savings Guarantee

Delta Dental guarantees that the Contractor's annual savings from fee and policy reductions, as reported on the Contractor's annual Treatment Savings report, will be at least 13 percent.

This percentage will be calculated by dividing (a) the sum of Fees not Allowed Due to Processing Policies, Fee Reduction (both Member and Non-member Dentists), and Savings from Dental Consultant Review by (b) total charges less Invalid Claims and All Other Savings.

If Delta Dental does not meet this guarantee each calendar year, Delta Dental will refund any deficit where the Contractor's actual annual percentage as defined above is not at least 13 percent, up to a maximum of 25 percent of the Contractor's total annual administration costs.

SECTION II - DEFINITIONS

The following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. Capitalized words and terms not defined below are defined in the Certificate.

ADMINISTRATIVE SERVICE FEE means the fee charged by Delta Dental® for the administrative services performed under this Contract.

BENEFIT MANAGER TOOLKIT means Delta Dental's online portal used for eligibility updates and Dental Plan information.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

CONTRACT means this document, including the Certificate and applicable Summary(ies) of Dental Plan Benefits (the terms of which are incorporated herein), the materials submitted by the Contractor in applying for coverage, and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

COST OF CLAIMS means the total amount of Claims payments made by Delta Dental for Covered Services for which the Contractor must reimburse Delta Dental.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

SECTION III - ERISA

Contractor, or a person designated by Contractor (other than Delta Dental), shall be the Named Fiduciary of the Contractor's Dental Plan as that term is defined by ERISA §402(a)(2). To the extent Contractor has delegated to Delta Dental the responsibility and discretionary authority to make final claims determinations, Delta Dental shall be the named fiduciary with respect to such determinations. Any determination or interpretation made by Delta Dental pursuant to this authority is binding on the Member and the Contractor unless it is demonstrated that the determination was arbitrary and capricious. In the event final claims determinations are made by any other entity, Delta Dental shall not be a fiduciary with respect to such determinations. Furthermore, to the extent that Delta Dental is deemed to possess any plan assets of the Dental Plan, Delta Dental will be a fiduciary with respect to such assets to the extent that Delta Dental exercises discretion and control over such assets. Except as otherwise stated herein, Delta Dental shall not have any further discretionary authority or control respecting the management of the Dental Plan or the Dental Plan's assets, if any, and the Contractor retains all responsibility and authority, including all other fiduciary responsibilities, as defined in ERISA, for operation of the Dental Plan.

SECTION IV - ELIGIBILITY AND ENROLLMENT

A. Contractor shall have sole responsibility for determining the eligibility of, and shall manage the enrollment, disenrollment, and contribution obligations of all Members.

B. As a condition of enrollment, the Contractor shall require all Members to provide Delta Dental with all information needed to process claims and administer Benefits. Such information may include, but not be limited to, the Member's dental records. In the event a Member fails and/or refuses to provide Delta Dental with requested information, Delta Dental may place the Member's coverage on hold.

C. Contractor shall provide Delta Dental with an initial eligibility upload of all Members. Such eligibility upload shall be in a form and format acceptable to Delta Dental. Thereafter, Contractor shall provide Delta Dental with eligibility updates on an as needed basis, which in no event shall be less than monthly. Contractor shall promptly respond to any requests for information made by Delta Dental concerning the eligibility of a Member.

D. Contractor shall be solely responsible for the accuracy and delivery of all eligibility information submitted to Delta Dental. Delta Dental shall not be liable for any losses or damages resulting from eligibility information provided by Contractor and/or any other third party.

E. Unless otherwise stated in the Declarations Section of this Contract, no retroactive eligibility updates will be accepted for an effective date more than six months from the date of notification. If the Contractor requests that a Enrollee's eligibility be terminated retroactively and a claim was incurred for that Enrollee or that Enrollee's Dependent after the requested termination date, the Enrollee's eligibility will continue until the end of the month in which the claim occurred, and Contractor shall be responsible for all Cost of Claims and applicable Administrative Service fees for services that were rendered to the Enrollee or Dependent up until the effective termination date. In addition, in the event that an Enrollee or Dependent is retroactively added, Contractor shall be responsible for all Cost of Claims and applicable Administrative Service fees for services that were rendered to the Enrollee or Dependent from the effective addition date forward.

F. Upon reasonable prior written notice, Delta Dental shall have the right to audit the accuracy of Contractor's eligibility information. Contractor's refusal to permit such audit shall be deemed a material breach of this Contract.

G. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation benefits. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating a Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Claim paid during that period if the Member ultimately does not elect COBRA coverage.

H. In the event that a Member undergoes a change in eligibility, Contractor must notify Delta Dental of such change. Any failure by Contractor to provide timely notice of eligibility changes may result in Benefits being improperly administered. Contractor shall be solely responsible for such failures. Contractor must notify Delta Dental immediately for any change in a Member's eligibility. In the event Contractor does not notify Delta Dental immediately, Contractor shall be responsible for any paid Claims.

I. If the Contractor elects to transmit eligibility information via the Benefit Manager Toolkit, Contractor shall execute all proper authorization forms prior to accessing Delta Dental's systems.

J. Delta Dental will deliver to the Contractor an electronic copy of the Certificate for distribution to each Enrollee, unless otherwise agreed to in writing by the Parties.

K. The Contractor will timely distribute to each of its Enrollees the Certificates and other information provided by Delta Dental regarding the Benefits available under this Contract, unless otherwise agreed to in writing by the Parties.

L. Delta Dental shall furnish the Contractor with enrollment forms and related informational materials necessary and appropriate to enroll the Contractor's Members. Delta Dental shall provide reasonable assistance to Contractor on an as needed basis during the enrollment process.

M. In the event of any material changes in enrollment or composition of Members or if invoices are not paid as billed, unless otherwise agreed to in writing, Delta Dental shall have the right in its sole discretion to either:

1. Terminate this Contract pursuant to Section IX; or
2. Propose an adjustment to the Administrative Service Fee. If the proposed adjustment to the Administrative Service Fee is not accepted by Contractor within 30 days of receipt of the proposed adjustment, Delta Dental reserves the right to terminate this Contract.

SECTION V – COVERED SERVICES

A. Delta Dental shall administer and make payment for Covered Services in accordance with this Contract and the Certificate attached hereto. Contractor may request changes to the Covered Services available to Members by submitting the request in writing to Delta Dental. Changes to Covered Services are subject to Delta Dental's approval and may cause an increase to the Administrative Service Fee. Any changes to Covered Services must be agreed to in writing by Delta Dental prior to implementation. Contractor shall be responsible for determining all potential tax consequences relating to the covered benefits it selects.

SECTION VI - DELTA DENTAL NETWORK

A. Delta Dental shall provide Members with an established network of dentists ("Participating Dentists") who have agreed to accept Delta Dental's Maximum Approved Fees for Covered Services. Delta Dental has complete discretion when setting the Maximum Approved Fees. For a detailed description of how payment is made, see Section VI of the applicable Certificate.

B. Delta Dental shall ensure that there are an adequate number of qualified and credentialed Participating Dentists.

C. Delta Dental is under no obligation to contract with any particular dentist and/or maintain any particular Participating Dentist in its network. In addition, Delta Dental is under no obligation to recommend or refer any dentist to a Member.

D. Contractor acknowledges and agrees that:

1. Delta Dental does not provide, direct, or control the provision of dental services to Members.
2. All decisions regarding dental services are made solely by the Member and his or her dentist; and
3. Delta Dental does not warrant or guarantee that the dental services received by a Member from his or her dentist will be rendered in accordance with generally accepted standards or procedures.

SECTION VII - CLAIMS AND APPEALS

A. Delta Dental will adjudicate and process all clean Claims submitted for Contractor's Dental Plan, in accordance with this Contract, the Certificate and Delta Dental's standard operating procedures. Clean Claims are those Claims that contain all information necessary for Delta Dental to process the Claim. In the event that Delta Dental does not receive a clean Claim, the Claim will be denied and will not be chargeable to the Member if the services were rendered by a Participating Dentist.

B. Subject to the terms of this Contract and unless otherwise stated in the Declarations Section of this Contract, Delta Dental has complete discretion to process Claims received under Contractor's Dental Plan. As such, Delta Dental shall, without limitation, make determinations regarding:

1. Coordination of benefits;
2. The applicability of Benefit waiting periods, limitations and exclusions; and
3. The quality of care provided to Members by a treating dentist.

C. Delta Dental shall provide Pre-Treatment Estimates to Members and Participating Dentists upon request as set forth in the Certificate. A Pre-Treatment Estimate is a voluntary and optional process where Delta Dental issues a written estimate of Benefits that may be available under the Dental Plan. A Pre-Treatment Estimate is not a prerequisite or condition for approval of future Benefits payment. Receipt of a Pre-Treatment Estimate does not guarantee payment or coverage, and is not a formal adjudication of a Claim. Pre-Treatment Estimates do not assess whether a Member is specifically eligible for a Covered Service or whether he or she has reached any applicable annual or lifetime maximum payments under the Dental Plan.

D. Delta Dental will follow established procedures for resolving all adverse Claims determination questions asserted by a dentist or Member as set forth in the Certificate ("Claims Appeal Procedure"). The Claims Appeal Procedure shall contain processes for appealing initial adverse determinations made by Delta Dental. To the extent the Dental Plan is governed by ERISA, Delta Dental's procedures shall comply with ERISA and any regulations or guidelines thereunder. All determinations made according to the Claims Appeal Procedure will be final and binding on the Participating Dentist and the Member, unless otherwise stated in the Declarations Section of this Contract; provided, however, that the Member may exercise any additional legal rights he or she may have.

E. Payments made directly to a Member as reimbursement for Covered Services under the Dental Plan are for the personal benefit of such Member and cannot be transferred or assigned unless otherwise stated in the Declarations Section of this Contract. Delta Dental shall not honor attempts to assign Benefits unless required by law.

F. Delta Dental shall use reasonable efforts to recover any overpayments on Contractor's behalf. Delta Dental is under no obligation to engage in litigation in an attempt to recover such payments. Any funds recovered by Delta Dental will be properly credited to Contractor. Notwithstanding the foregoing, Delta Dental will be responsible for any overpayments made due to Delta Dental's negligence or breach of this Contract.

G. Delta Dental does not insure or underwrite risk for Claims submitted on behalf of Members. The Contractor retains sole responsibility for all Claims properly paid by Delta Dental under this Contract.

SECTION VIII - PAYMENT

A. The Contractor agrees to reimburse Delta Dental for the actual Cost of Claims and the invoiced Administrative Service Fee as set forth in the Declarations Section of this Contract. Delta Dental shall not be obligated to accept partial or late payments and acceptance of a partial or late payment will not waive Delta Dental's remedies under this Contract, or otherwise modify the terms herein.

B. The Contractor shall maintain funds necessary to satisfy its obligations under this Contract.

C. Unless otherwise stated in the Declarations Section of this Contract, payment for Administrative Service Fees shall be due on the fifth of each month. An invoice for the current month's Administrative Service Fees shall be sent on or about the third week of the preceding month.

D. The Contractor is responsible for the full amount of all invoices regardless of any contribution owed by the Members to the Contractor. Delta Dental shall not be responsible for collecting any contributions from Members.

E. If required by Delta Dental, Contractor shall deposit an amount specified in the Declarations Section of this Contract ("Prefund") with Delta Dental. The Prefund shall serve as a deposit to offset against any untimely or partial payments from Contractor. In the event Delta Dental uses any of the Prefund to offset untimely or partial payments, Delta Dental shall submit an invoice to the Contractor in the amount necessary to replenish the Prefund. If the Contractor fails to timely replenish the Prefund, Delta Dental shall be entitled to all remedies set forth in Section XI.

SECTION IX - TERM AND TERMINATION

A. This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

B. In the event of a Party's material breach, the non-breaching Party may terminate this Contract by sending written notice to the breaching Party explaining in detail the nature of the breach and providing an opportunity to cure, which in no event shall be less than 30 days. In the event the material breach is not cured within the notice period, the non-breaching party may immediately terminate this Contract.

C. Unless otherwise stated in the Declarations Section of this Contract, this Contract may be terminated by either Party without cause upon 60 days written notice to the other Party.

D. There shall be a twelve month run-out period for all Claims incurred prior to the termination date, except in cases where Delta Dental has terminated this Contract for cause. All Claims paid by Delta Dental during this run-out period shall be invoiced to the Contractor in accordance with Section VIII of this Contract. Any Claims for services rendered after the termination date shall be denied. After the conclusion of the twelve month run out period, Claims shall be denied and Delta Dental shall not have any further obligations to the Contractor.

E. Following the Claims run-out period, Delta Dental shall prepare a final settlement statement and invoice for Contractor. Such settlement statement and invoice shall detail the final amounts due and owing between the Parties including, to the extent applicable, any remaining Prefund deposited by the Contractor, all outstanding Administrative Service Fees and all remaining Claims payments made during the run-out period.

F. Any false or misleading statements made by either Party shall be considered a material breach of this Contract.

SECTION X - CONFIDENTIALITY AND DISCLOSURE

A. The Parties have entered into a Business Associate Agreement regarding the permissible use and disclosure of Member's protected health information as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all subsequent amendments thereto. The Business Associate Agreement is attached as an Addendum hereto.

B. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.

C. Confidential Information shall not include any information that:

1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).

D. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.

E. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.

F. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

SECTION XI - RIGHTS AND REMEDIES

A. In addition to the right of termination described in Section IX, Delta Dental shall have the following rights and remedies in the event Contractor fails to timely pay in full the Administrative Service Fees or reimburse Delta Dental for the Cost of Claims, subject to Contractors right to cure pursuant to Section IX.B.:

1. Delta Dental may retroactively terminate this Contract to the date it last received payment; and

2. Delta Dental may initiate proceedings to recover and collect all payments due and owing, as well as all costs associated with the collection proceedings including, but not limited to, attorneys' fees.

3. Notwithstanding the foregoing, Delta Dental may immediately suspend payment of all Claims in the event that it does not receive timely payment of the Administrative Service Fees or reimbursement for the Cost of Claims.

B. No claim, lawsuit or action, may be brought more than three years after the claim first arose.

C. Either Party's failure to exercise any right or remedy contained herein shall not constitute a waiver of any future rights or remedies available to that Party.

SECTION XII - GENERAL PROVISIONS

A. **Subrogation.** Delta Dental shall be subrogated to all of Contractor's rights with respect to any Claim(s). However, Delta Dental is not obligated to institute or become involved in any litigation concerning such Claim(s). If after six (6) months Delta Dental is unable recover through reasonable efforts, using its standard overpayment recovery processes, any amounts due and owing to Contractor, Delta Dental will provide Contractor with notice of any such unrecovered Claims. The decision to further pursue recovery of such Claims shall be within the sole discretion of Contractor and at Contractor's sole expense. Delta Dental will provide reasonable assistance to Contractor in any such recovery efforts, but in no event will Delta Dental be obligated to undertake any recovery litigation unless mutually agreed to by Delta Dental and Contractor. Delta Dental will remit to Contractor any applicable funds recovered from third parties, less any expenses it has incurred in its recovery efforts. Such funds shall be applied as a credit to Contractor's invoice(s). Contractor will assist Delta Dental as will be reasonably necessary for Delta Dental to carry out its duties under this provision. Delta Dental may assign or subcontract a portion of its duties under this provision of the Contract to others.

B. **Right to Review Published Materials.** Contractor agrees not to publish or distribute any materials containing the logo, trademark, or business mark of Delta Dental, or containing a change in the benefits to be administered under this Contract, until Delta Dental reviews and, with respect to the use of Delta Dental's logo, trademark, or business mark, approves the materials. This provision does not apply to materials that Delta Dental has provided to Contractor for distribution.

C. **Cooperation.** The Contractor shall provide Delta Dental with any information it may reasonably require to administer the Dental Plan or otherwise discharge its duties under this Contract.

D. **Indemnification.**

1. Each Party agrees to defend, indemnify, and hold harmless the other Party and its directors, officers, affiliates, agents, and employees (who are acting in the course of their employment, but not as claimants) from any loss, cost, or expense (including reasonable attorney fees and court costs) ("Losses") resulting from or arising out of or in connection with the indemnifying Party's breach of this Contract, or any negligent act or omission of any of the indemnifying Party's directors, officers, agents or employees, unless liability for such act or omission is expressly assigned elsewhere in this Contract.

2. The indemnifying Party shall provide prompt written notice of relevant information concerning any Losses to the indemnified Party. Reasonable assistance (at the indemnifying Party's expense) may be requested by the indemnified Party in connection with the defense of any Losses. Notwithstanding the foregoing:

   a. The indemnified party shall permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding at the indemnifying party's expense;

   b. The indemnified Party shall have the right to provide for its separate defense at its own expense;

   c. Neither Party shall settle any Losses without the consent of the other Party, which consent shall not be unreasonably withheld. Any release obtained as a result of settlement must contain a release of all claims against the indemnified Party as well as its officers, directors and employees, and

   d. The indemnification obligations of indemnifying Party hereunder shall not extend to Losses attributable to the negligence, intentional misconduct, or willful malfeasance of the indemnified Party.

E. **Notice.** Any notice required or permitted to be given under this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the other Party at its last address of record.

F. **Survival.** The following Sections shall survive expiration or early termination of this Contract: Section VIII. Payment; Section X. Confidentiality & Disclosure; Section XI. Rights and Remedies; and Section XII. General Provisions.

G. **Internal Policies and Procedures.** Delta Dental has the right to amend its internal policies and procedures periodically and without notice to the Contractor to the extent the amendment does not affect the delivery of

benefits to Members. Delta Dental will provide advance written notice, to the extent possible, to Contractor of any amendment to Delta Dental's policies or procedures that affect the delivery of benefits to Members; if advance notice is not possible, Delta Dental will provide written notice as soon as possible after the amendment is adopted.

H. **Third Party Beneficiaries.** This Contract will not confer any rights or remedies on any third-party, other than the Parties to this Contract and their respective successors and permitted assigns.

I. **Assignment and Subcontracting.** Unless it has first obtained the written consent of the other Party, neither Party may assign this Contract or any of its rights or obligations under this Contract to any other person, except that Delta Dental may make assignments to its subsidiaries and affiliates without the prior written consent of the Contractor.

J. **Integration.** This Contract constitutes the entire understanding between the Parties with respect to the subject matter of this Contract and supersedes any prior discussions, negotiations, agreements and understandings.

K. **Force Majeure.** Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default under or grounds for termination of this Contract.

L. **Applicable Law.** This Contract and the obligations of the Parties under this Contract will be governed by and construed in accordance with ERISA to the extent applicable. If it is determined by a court of competent jurisdiction that ERISA does not apply, the law of the State of Michigan will control.

M. **Venue.** The Parties submit to the jurisdiction and venue of the Circuit Court of Ingham County, State of Michigan, or if original jurisdiction can be established in the United States District Court of Western Michigan.

N. **Severability.** If any part of this Contract or an amendment of it is found by an arbitrator, court, or other authority to be illegal, void or not enforceable, all other portions of this Contract shall remain in full force and effect.

O. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. Electronic and/or fax signatures shall be accepted as original signatures.

P. **Audits.** The Contractor shall have the right to audit Delta Dental's files, books, and records (both paper and electronic) pertaining to the administrative services provided under this Agreement. The Contractor will bear the entire cost of any such audits. The Contractor may assign this right to audit to an agent, provided the agent is a licensed firm and the audit is led by an individual who holds a nationally recognized audit accreditation. Delta Dental will allow the Contractor or the Contractor's agent to audit the work areas at which services under this Contract are performed, within 14 business days of receipt of a fully-signed confidentiality agreement. Where applicable, Delta Dental agrees to segregate the Contractor's records from third-party records in order to allow accurate assessment of Contractor-specific processes. Such audits will take place no more than once in a 12-month period, unless both the Contractor and Delta Dental mutually agree that there is reasonable cause to conduct an audit more frequently, in which case the Contractor will give 14 business days' written notice before such audit. The scope of any audit conducted under this provision must be mutually agreed upon, in writing, by both parties prior to the start of the audit. Notwithstanding the foregoing, Contractor shall not have the right to audit any information which Delta Dental, in its sole discretion, determines is proprietary. During the audit, if claims samples are selected using a financially stratified methodology, the results shall be extrapolated to the entire population of claims during the audit period using a weighted average method for each category.

Q. **Other Goods and Services.** From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

DELTA DENTAL®

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 3636-3000, 3099
St. Clair County

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Michigan

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Radiographs – X-rays	50%	50%	50%
Minor Restorative Services – fillings and crown repair	50%	50%	50%
Endodontic Services – root canals	50%	50%	50%
Periodontic Services – to treat gum disease	50%	50%	50%
Oral Surgery Services – extractions and dental surgery	50%	50%	50%
Major Restorative Services – crowns	50%	50%	50%
Other Basic Services – misc. services	50%	50%	50%
Relines and Repairs – to prosthetic appliances	50%	50%	50%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable with no limitations.
- Space maintainers are payable once per area per lifetime for people age 15 and under.

- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per five-year period for first and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $1,000 per person total per Benefit Year on all services except orthodontic services. $1,500 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – None.

Waiting Period – Enrollees who are eligible for dental benefits are covered 30 days from date of hire.

Eligible People – All full-time employees of the county working at least 37.5 hours per week (in a CBA that allows for Int & Ext COB) who choose the dental plan (3000) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (3099).

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and dependents choosing this dental plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the date of termination.

DELTA DENTAL®

Delta Dental PPO™
Our national PPO program

Welcome!

Your dental program is administered by Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation doing business as Delta Dental of Michigan. Delta Dental of Michigan is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalMI.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalMI.com and selecting the link for our Consumer Toolkit®. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

I. Delta Dental PPO Certificate

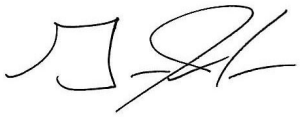
Delta Dental Plan of Michigan, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Michigan, Inc.

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- For dentures and partial dentures, on the delivery dates;
- For crowns and bridgework, on the permanent cementation date;
- For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- **Delta Dental Premier Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **"Non-PPO Dentists."**

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- The Submitted Amount
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to a qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
c. Newborn: Your newborn will be eligible to enroll on the date of birth.
d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.
e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
g. All others will be permitted on the date that Delta Dental approves in

writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalMI.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
    a. The Enrollee's full name and address
    b. The Enrollee's Member ID number
    c. The name and date of birth of the person receiving dental care
    d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-

524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified on your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one (1) visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.

7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Caries preventive medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
21. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
22. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
23. Veneers.
24. Prefabricated crowns used as final restorations on permanent teeth.
25. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
26. Implant/abutment supported interim fixed denture for edentulous arch.
27. Soft occlusal guard appliances.
28. Paste-type root canal fillings on permanent teeth.
29. Replacement, repair, relines, or adjustments of occlusal guards.
30. Chemical curettage.
31. Services associated with overdentures.
32. Metal bases on removable prostheses.
33. The replacement of teeth beyond the normal complement of teeth.
34. Personalization or characterization of any service or appliance.
35. Temporary crowns used for temporization during crown or bridge fabrication.
36. Posterior bridges in conjunction with partial dentures in the same arch.
37. Precision abutments, attachments and stress breakers.
38. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
42. Myofunctional therapy.
43. Mounted case analyses.
44. Antigen or antibody testing for a public health related pathogen.
45. Any and all taxes applicable to the services.

46. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Scaling and debridement in the presence of inflammation or mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery or debridement of a peri-implant defect.
27. Full mouth debridement, when done on the same day as comprehensive evaluation.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
29. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
30. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.

31. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
32. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
33. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
34. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
35. Capture only images which are not associated with any interpretation or reporting.
36. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
37. Implant removal when performed within three (3) months of an implant/mini-implant on the same tooth by the same dentist or dental office.
38. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the actual date (i.e. to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which include bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age 8 and under.
10. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth. Subsequent minor restoration on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five year period.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people age 11 and under.
14. Hard full or partial arch occlusal guards are payable once in a lifetime.
15. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
16. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36 month period.
17. Prosthodontic Services limitations:
    a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
    b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
    c. A removable unilateral partial denture is payable once per quadrant in any 5 year period unless the loss of additional teeth requires the construction of a new appliance.

d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.

e. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.

f. Implant removal is payable once per lifetime per tooth or area.

g. Implant maintenance is payable once per any twelve (12) month period.

h. Removal of a broken implant retaining screw is payable once in a 5 year period.

18. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:

    a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.

    b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

    c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.

19. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.

20. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.

21. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.

22. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

    Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

    a. Resin, porcelain fused to metal, and porcelain crowns (including implant crowns), bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.

    b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

    c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.

    d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.

    e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.

    f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

    g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

    h. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

23. Maximum Payment:

    a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.

24. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

25. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
26. Assessments of salivary flow by measurement are payable once in any 36-month period.
27. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface.
29. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five (5) applications per day.
30. Sealants are covered once per tooth per lifetime on first permanent molars for Members age 9 and under.
31. Sealants are covered once per lifetime on second permanent molars for members age 14 and under.
32. One cone beam CT is allowed within a twelve (12) month period except when performed for TMD treatment.
33. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the actual date (i.e. to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
12. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
13. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.
14. One caries risk assessment is allowed on the same date of service.
15. One caries risk assessment is allowed within a twelve (12) month period when done by the same dentist/dental office.
16. One assessment of salivary flow by measurement is allowed within a twelve (12) month period when done by the same dentist/dental office.
17. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Member has dental benefits under more than one plan. The objective of COB is to make sure the combined payments of the plans are no more than your actual dental bills. COB rules establish whether This Plan's Benefits are determined before or after another plan's benefits.

You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your Claim or does not pay the full bill, you may then submit the remainder of the bill to the secondary plan.

Which Plan is Primary?

To decide which plan is primary, Delta Dental will consider both the COB provisions of the other plan and the relationship of the Member to This Plan's Enrollee, as well as other factors. The primary plan is determined by the first of the following rules that applies:

1. Non-coordinating Plan

   If you have another plan that does not coordinate benefits, it will always be primary.

2. Enrollee v. Dependent Coverage

   The plan that covers the Member as an Enrollee will be primary over a plan that covers the Member as a dependent. However, please note that if the Member is a Medicare beneficiary, federal law may reverse this order.

3. Children (Parents Divorced or Separated)

   If a court decree makes one parent responsible for health care expenses, that parent's plan is primary.

   If a court decree states that the parents have joint custody without stating that one of the parents is responsible for the Child's health care expenses, Delta Dental follows the birthday rule (see rule 4 below).

   If neither of these rules applies, the order will be determined as follows:

   a. First, the plan of the parent with custody of the Child will be primary;

   b. Then, the plan of the spouse of the parent with custody of the Child will be primary;

   c. Next, the plan of the parent without custody of the Child will be primary; and

   d. Last, the plan of the spouse of the parent without custody of the Child will be primary.

4. Children and the Birthday Rule

   The plan of the parent whose birthday is earliest in the calendar year is always primary for Children. For example, if your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your Children. If both parents have the same birthday, the plan that has covered the parent for the longer period will be primary.

5. Laid Off or Retired Employees

   The plan that covers the Member as a laid off or retired employee or as a dependent of a laid off or retired employee will be primary.

6. COBRA Coverage

   The plan that is provided under a right of continuation pursuant to federal law or a similar state law (that is, COBRA) will be primary.

7. Other Plans

   If none of the rules above determines the order of benefits, the plan that has covered the Member for the longer period will be primary.

If the other plan does not have rule 5 and/or rule 6 (above) and decides the order of benefits differently from This Plan, This Plan may ignore either of those rules.

In the event that these rules do not determine how Delta Dental should coordinate benefits with another plan, Delta Dental will follow its internal policies and procedures for determining which plan is primary, unless prohibited by applicable law.

How Delta Dental Pays as Primary Plan

When Delta Dental is the primary plan, it will pay for Covered Services as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

When Delta Dental is the secondary plan, it will pay for Covered Services based on the amount left after the primary plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of This Plan.

Right to Receive and Release Needed Information

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person regarding the Claim being coordinated. Delta Dental need not tell or get the consent of any person to do this. Each person claiming Benefits

under This Plan must give Delta Dental any facts it needs to pay the Claim.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a Benefit paid under This Plan, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, Delta Dental may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Member.

Payment includes the reasonable cash value of any benefits provided in the form of services.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but you must file your request for review within 180 days of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

The Adverse Benefit Determination notice will inform you of your right to a managerial-level conference to complete the formal grievance procedure.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When the Contractor advises Delta Dental to terminate your coverage.
- On the first day of the month for which the Contractor has failed to pay Delta Dental.
- For fraud or misrepresentation in the submission of any Claim.
- For your Dependent, when they no longer qualify as a Dependent.
- For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If theContractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide

payments or benefits for the Covered Services that were paid for by Delta Dental,

2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Michigan.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any

payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147