

FINANCE, PERSONNEL, & RULES COMMITTEE

November 4, 2024

9:00 AM

Meeting will be at the conference room at the Mason County Airport Terminal

A. Roll Call

B. Approval of the Agenda

C. Approval of the Minutes

D. Reading of Correspondence

E. Limited Public Comments

F. Committee Work

1. Consideration of a request to purchase a printer from the Equipment Replacement Fund
2. Consideration of a request to pay for a flight check from the Airport Improvement Fund
3. Consideration of amendments to the Program Guidelines for the Program Income Projects
4. Consideration of the hiring of an inspector for the Housing Grant Projects
5. Consideration of the Blue Cross Blue Shield insurance documents
6. Consideration of Amendment No. 1 to the Master Engagement Agreement with MGT of America
7. Consideration of a budget amendment
8. Consideration of waiving the administration portion of the CHILL grant

G. Limited Public Comments

H. Any other business

I. Adjournment

Finance, Personnel, & Rules Committee Meeting
October 24, 2024
Mason County Airport

Commissioner Andersen called the Finance, Personnel, & Rules Committee Meeting (FPR) to order at 9:00 a.m. in the conference room of the Mason County Airport. Members present: Commissioners: Andersen, Hull and Bacon. Absent: None. Others present: Deputy Administrator Szczypka, Administrator Knizacky, Drain Commissioner Rohde and Clerk Kelly. Public: None.

Motion by Bacon and seconded by Hull to approve the agenda. Motion carried.

Motion by Hull and seconded by Bacon to approve the minutes of the October 8, 2024 meeting. Motion carried.

Correspondence: None.

Limited Public Comment: None.

Committee Work:

Consideration of a request to purchase three (3) radios from the Equipment Replacement Fund: Recommendation coming from Public Safety and Courts Committee to purchase three radios from the Equipment Replacement Fund at a cost of \$16,868.58. Motion by Bacon and seconded by Hull to send the Consideration of a request to purchase three (3) radios at a cost of \$16,868.58 to the full Board. Motion carried.

Consideration of a request to consider prior experience: The Committee reviewed the request from the Sheriff Department to start Deputy Jared Ingle, who started back on September 24, 2024, at the 2-year pay rate of \$25.51 for full time Road Patrol. Motion by Hull and seconded by Bacon to approve the request and retro-pay back to September 24, 2024. Motion carried.

Discussion concerning Veterans Administration supplemental Health care for a retiree: Drain Commissioner Rohde noted that as an honorable discharge from service as a Veteran, he is eligible to receive coverage through the Veteran's Administration. It is noted that this coverage is supplemental coverage, not full coverage. All Committee members agreed that he should not be penalized for this supplemental coverage. Motion by Hull and seconded by Bacon to approve Dan Rohde to receive Mason County retiree health insurance as per County Policy. Motion carried.

Consideration of a budget amendment request: Administrator Knizacky noted that Clerk Kelly was able to obtain a grant from the State of Michigan for Elections to assist with the Early Vote Site Election Inspectors salaries. Budget amendment is needed to be approved by the full Board for \$10,575.00. Motion by Hull and seconded by Bacon to send the Consideration of a budget amendment request to the full Board. Motion carried.

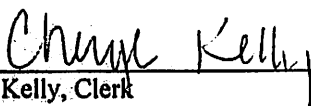
Consideration of allowing employees to use vacation time to pay for health insurance costs: Administrator Knizacky provided historical information to the Committee. This has been a past practice for the last five or so years to allow employees to cash-in vacation time to pay for health insurance costs and/or HSA monies. Motion by Bacon and seconded by Hull to allow County employees to cash-in vacation time to be used to pay for health insurance costs. Motion carried.

Limited Public Comment: Dan Rohde, Drain Commissioner, inquired about an expense bill coming in after his scheduled retirement. He was informed that the County will reimburse the cost as it was a December expense. He will just have to submit the proper paperwork.

Any other business: Chair Andersen discussed the financial information received from the Free Soil Senior Center. Discussion ensued. Further documentation is needed, and Administrator Knizacky was directed to reach out and obtain.

Clerk Kelly informed the Committee that she may need to close the office the Wednesday after the November 5, 2024 General Election depending on how late staff would be required to work. She will email the Board if this takes place.

Meeting adjourned at 9:21 a.m.


Cheryl Kelly, Clerk



INTEGRITY BUSINESS SOLUTIONS

6548 SCHAMBER DR
MUSKEGON MI 49444

QUOTE

QUOTE NUMBER 36718-0

QUOTE DATE 09/18/24

BILL TO ADDRESS		SHIP TO ADDRESS			
COUNTY OF MASON 56881 51ST CIRCUIT COURT 304 E. LUDINGTON AVE LUDINGTON MI 49431 PH# 231-845-0516		MASON COUNTY 304 E. LUDINGTON AVE. 51ST CIRCUIT COURT LUDINGTON MI 49431			
CUSTOMER PURCHASE ORDER		SALESPERSON	TERMS	ROUTE	PAYCODE
QUOTE QUOTE		KEVIN LAWTON	NET 30	9LUD	QUOTE
					ORDER TAKER
					MSSB

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	TAX	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
499Q5F	HEW	PRINTER, LJ MFP 3301FDW Print Copy Scan Fax - 2-sided printing - mobile/wireless/ethernet - fast color printing up to 26 pages minute HP's most reliable wi-fi and HP Wolf Pro security	EA	N	1		1	563.29	563.29

								Subtotal	563.29
								Tax	
								Total	563.29

Kalchik, Joanne M.

From: Kevin Lawton <klawton@e-integritybiz.com>
Sent: Tuesday, September 17, 2024 2:18 PM
To: Kalchik, Joanne M.
Subject: HP Printer Quote

CAUTION: This email originated outside of Mason County's networks. Do not click links, reply or open attachments unless you have verified its authenticity.

Hi Joanne,

Here is your pricing.

HEW 499Q5F (MFP 3301fdw) color laser multi function printer.
\$563.29

Thanks,
Kevin

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**COUNTY OF MASON
LUDINGTON, MI**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **County of Mason** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **County of Mason**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the PAPI on Rwy 08, REIL on Rwy 26 & MIRLS on Rwy 08/26 at Mason County Airport (KLDM) Ludington, MI**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

County of Mason, Ludington, MI

- B. The FAA will perform a commissioning flight inspection of the PAPI on Rwy 08, REIL on Rwy 26 & MIRLS on Rwy 08/26 at Mason County Airport (KLDM) Ludington, MI.
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or Richard.Montgomery@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at richard.montgomery@faa.gov. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Michele Mustin** who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: County of Mason
ATTN: John L. O'Connor
Address: 5300 W. US Highway 10
Ludington, MI, 49431-8704
Phone: 231-843-2049
E-mail: JOCONNOR@MASONCOUNTY.NET

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$13,144.00
Non-Labor Overhead (8%)	\$ 1,051.52
Total Non-Labor	\$14,195.52
TOTAL ESTIMATED COST	\$14,195.52

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Beech Rate \$3,286/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPI Rwy 08				
REIL Rwy 26				
MIRLs Rwys 08/26 at KLDM	Commissioning	4	1	\$13,144.00
	8% Administrative Overhead			\$ 1,051.52
	Total Estimated Cost			\$14,195.52

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

County of Mason
ATTN: Fabian Knizacky
5300 W. US Highway 10
Ludington, MI, 49431-8704
231-843-7999
fknizacky@masoncounty.net

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

COUNTY OF MASON

SIGNATURE _____

NAME Michele Mustin

TITLE Contracting Officer

DATE _____

SIGNATURE _____

NAME Janet S. Andersen

TITLE Chair of the Board

DATE _____

Section 4

Deferred Loans

A. Maximum Amount of Deferred Loans:

A deferred loan, financed with emergency funds from the CDBG budget for the purpose of emergency repairs, shall not exceed \$40,000.00 per property.

B. Security of Emergency Repairs Deferred Loans:

A project cost resulting in a deferred loan of more than \$2,499.00 shall result in a lien/mortgage being placed against the property, recorded with the Register of Deeds, and will require repayment. Placement of the lien/mortgage will require the signature of all owners having an interest in the property on all notes, mortgages, and other documents required by the County.

The rate of interest on the loan to be repaid to the County shall be zero (0) percent. Re-payment of the funds shall be due and payable to the County in full in one lump sum when the property is refinanced, sold, transferred, or ownership is otherwise conveyed, voluntarily or involuntarily.

This amount shall be paid to the County on such terms and conditions, as the County shall prescribe. The possibility of continued loan deferment exists for income eligible heirs intending to use the property as a principal residence. The County reserves the right to demand full repayment if any of the following shall occur:

- Homeowner's insurance is not maintained and kept in place.
- Taxes are not paid current.

It is the policy of the County not to subordinate the CDBG deferred loan position to a new mortgage on a property. Should a homeowner desire to refinance the property, the County's lien must be repaid.

C. Emergency Repairs Deferred Loans for Program Participants Effective November 2024

Effective November 2024 for new program participants:

Projects with a cost of \$10,000 or less will be forgiven and not result in a lien/mortgage. A project cost resulting in a deferred loan of more than \$10,001.00

shall result in a lien/mortgage being placed against the property and will be recorded with the Register of Deeds.

Liens will be required for all single-family homeowner-owned emergency repair activity properties that receive \$10,001.00 or above in CDBG funds and will be in the format of a five (5)-year 100% forgivable lien. The term starts at the date of the owners signing the lien documentation and terminates five (5) years after the signing date. At the end of the term, the County will discharge the lien and record the discharge with the Register of Deeds. The owners will receive a copy of the discharge.

Re-payment of the funds shall be due and payable to the County in full in one lump sum when the property is refinanced, sold, transferred, or ownership is otherwise conveyed, voluntarily or involuntarily before the five (5) year term expires.

Knizacky, Fabian

To: Shaun Reed; Szczypka, Kaitlyn
Subject: RE: CHILL grant Inspector RFP questionnaire.

Good morning Shaun,

Thank you for your questionnaire. We need all services listed in the questionnaire to be provided. Is there someone you can partner with to provide the services that you can't provide? Please let me know if that is possible or if you are withdrawing your application by noon on Monday, November 4th.

Thanks and have a great day!

Fabian L. Knizacky
Mason County Administrator
5300 W. US 10 Highway
Ludington, MI 49431
(P) 231-843-7999
(F) 231-843-1972

This e-mail system is the property of the County of Mason. All data and other electronic messages within this system are the property of the County of Mason. E-mail messages in this system may be considered County Records and therefore may be subject to Freedom of Information Act requests and other legal disclosure.

From: Shaun Reed <makinitreal@hotmail.com>
Sent: Wednesday, October 30, 2024 2:53 PM
To: Knizacky, Fabian <fknizacky@masoncounty.net>; Szczypka, Kaitlyn <kszczypka@masoncounty.net>
Subject: CHILL grant Inspector RFP questionnaire.

CAUTION: This email originated outside of Mason County's networks. Do not click links, reply or open attachments unless you have verified its authenticity.

Hello,

Attached is the questionnaire. I have one statement about the questionnaire. It states that I would be responsible for an estimate for repair costs. As an inspector, I am not allowed to design how buildings are built. I only inspect for code compliance. If I have to provide estimates, I will most likely withdraw my application. Typically, on a rental inspection, I provide a list of deficiencies, and it is up to the owner to figure out who they will hire to fix it or how they will fix it.

Thanks,
Shaun Reed

QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM

1. Firm Name/Business Address: Shawn Reed, 2591 E. Ford St. Custer, MT 59425-3

2. Year Established

Self proprietor

3. Type of Ownership

4. Names of not more than two principals to contact: Title/Telephone Number

1) Shawn Reed, Building Official, 231 S/O 1528

2)

5. Present Offices: City/State/Telephone Number and number of personnel at each office.

LA

Identification/Certification: I certify that the information contained in this questionnaire is true and complete and I agree and understand that any falsification of material facts will result in my forfeiting any rights to consideration for this project.

Signature: 

Type Name and Title: Shawn Reed Building Official Date: 10/29/2014

**QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM**

6. Brief resume of key persons anticipated to be utilized for this project (duplicate this sheet as needed)

a. Title *Shawn Reed, Building Official*

b. Project Assignment:

Currently the Building Official / Zoning Administrator / Permit Inspector for the City of Ludington

c. Education: Degree(s)/Year/Specification

2 years of College

d. Experience and qualifications relevant to the proposed project:

- *Licensed Building Official with the state of Michigan*
- *4 1/2 years of performing Permit Inspections for the City of Ludington*
which includes:
 - *Using a checklist to ensure all areas are inspected*
 - *Coaching work orders with timelines to complete any violations*

**QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM**

7. List at least two projects of similar scope including your firm's experience that best illustrate your MSHDA grant administration experiences. Briefly describe the purpose, and management of each such project; the approximate clients served; and approximate timeline / completion date of project. Indicate the budget for each. Describe your firm's responsibility or role in the projects. Give a reference name and phone number as references for each project described. (If additional space is needed, please use back of this sheet.)

- No real experience dealing directly with MSHDA

QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM

8. Describe current workload and ability to handle this project.

I work 40 hours a week at the City of Ludington. I would be doing these inspection projects on the weekends. Mainly Saturdays.

9. Provide, through narrative discussion, reasons why the firm is especially qualified to undertake this project. Information provided should include, but not be limited to, such data as: Any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc.

47 years of total Inspection experience

- 21 years of construction experience
- 47 years of Building Inspection experience
- 47 years of working for a local government, and interaction with the public representing the government

MASON COUNTY CHILL GRANT CONTRACTOR SERVICES PROPOSAL

The services required for all phases of the Mason County Chill Grant Program Inspector Services are as follows:

<u>Tasks</u>	<u>Bid</u>
Please provide an estimate for the following tasks per one (1) rehabilitation project.	
1. Estimated time to perform initial inspection.	<u>4 hours</u>
2. Estimated time to create work write up, cost estimates, and prepare bid documents.	<u>2 hours</u>
3. Estimated time to conduct final inspection.	<u>2 hours</u>
Hourly rate for services	\$ <u>100</u>
<div style="display: flex; justify-content: space-between;"> <div> <div style="text-align: center;"><u>Shawn Reed</u></div> <div>Print Name</div> <div style="text-align: center;"><u>[Signature]</u></div> <div>Signature</div> <div style="text-align: center;"><u>N/A</u></div> <div>Firm Name</div> </div> <div></div> </div>	

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

R002377

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORIES:

Building Official
Plan Reviewer - Building
Inspector - Building

SHAUN C REED
2591 E. FIRST ST
CUSTER, MI 49405

License No.
INSP00619

Expiration Date:
09/16/2027

This document is duly
issued under the laws of the
State of Michigan

A photograph of the Mason County Courthouse in Michigan, a large red brick building with a prominent clock tower. The building is partially obscured by green trees on the left and right. An American flag flies on a tall pole to the right of the building. The sky is clear blue. A brick wall with the words 'MASON COUNTY' and 'COURT HOUSE' is visible in the lower right foreground.

MASON COUNTY

REQUEST FOR PROPOSALS (RFP)

**CHILL Grant Program: Third Party
Inspector Services**

RESPONSE DUE: August 30, 2024 at 4:00 p.m.



MASON COUNTY
MICHIGAN

304 E. Ludington Ave., Ludington, MI 49431 • 231-843-7999 • masoncounty.net

Purpose:

This questionnaire will be used by Mason County for the purpose of making an evaluation of firms interested in providing inspector services for the Mason County CHILL Grant Program.

Scope:**CHILL Grant Program Administration**

The County has received a \$500,000 CHILL grant from the **Michigan State Housing Development Authority (MSHDA)** to move forward with the home rehabilitation program and has committed a local match of \$50,000 to aid in additional home repairs. Homeowner rehabilitation funds from \$1,000 and up to \$40,000 per household are available for residents of Mason County with incomes at or below 120% of the area medium income.

The Inspector will be expected to fulfill the following duties as well as remain in compliance with all MSHDA and Federal guidelines. Respondents can find those parameters at the following link:

<https://www.michigan.gov/mshda/neighborhoods/community-development-block-grant/cdbg-policy-manual>

1. Initial Inspection

- a. Meet with homeowners to discuss eligible rehabilitation expenses of the program.
- b. Perform thorough inspection room-by-room to determine the work necessary to bring the property into compliance with all local and state building codes, including the HUD guidelines (for rehabilitation) or the State of Michigan Building Code (for reconstruction).
- c. Use a standardized checklist when inspecting housing units for health and safety and generate a written report.
- d. Take photos of current conditions. Before and after pictures are a requirement of the program.
- e. Use notes and photos to document conditions of the property and prepare bid documents.
- f. Perform Tier II environmental inspection with provided checklist.

2. Perform Work Write Ups and Cost Estimates

- a. Create a scope of work that prioritizes critical health and safety items to be addressed.
- b. Based on the inspection report, generate cost estimate in which all of the work that is needed is listed alongside an estimated dollar amount required to complete each item.

3. Final Inspection

- a. Ensure all work meets rehabilitation standards as provided by MSHDA and all local housing codes and occupancy standards for their rehabilitation program.
- b. Take pictures of finished projects.

Firms interested in the project are invited to complete the attached questionnaire. The completed questionnaire shall be returned to the Mason County Administrator Fabian L. Knizacky, 5300 W. US 10 Highway, Ludington, MI 49431 by 4:00 p.m. on August 30, 2024. Please contact Fabian L. Knizacky at (231) 843-7999 if you have any questions.

Mason County Housing Board of Review will evaluate all returned questionnaires. Those firms determined to be the best qualified for the project may be invited to give an oral presentation. The Board will make their selection based on each firm's prior experience, knowledge, and organization. The Board reserves the right to reject any or all questionnaires received.

Qualifications:

Qualifications include:

- Considerable knowledge and/or experience in various aspects of housing construction.
- Considerable inspection experience in:
 - Government-funded rehabilitation programs; or
 - Residential construction management; or
 - Certified in the completion of recognized building codes and/or rehabilitation standards training programs

Instructions for Filing:

Submit one (1) electronic copy of this questionnaire to fkizacky@masoncounty.net AND kszczycka@masoncounty.net.

(Numbers 1 through 9 below correspond to numbers contained in the form):

1. Type complete name, address and zip code of submitting firm.
2. Provide date the firm was established under the name shown in question 1.
3. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, etc.).
4. List not more than two principals from submitting firm who may be contacted. Listed principals must be empowered to speak for the firm on policy and contractual matters.
5. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices that provide professional services. Show total personnel in all offices.
6. Provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include
 - (a) title of each key person and specialist,
 - (b) project assignment or role that person will be expected to fulfill in connection with this project,

(c) highest academic degree achieved and the discipline covered (if more than one discipline, rate highest and list both), the year received and the particular technical/professional discipline which that individual will bring to the project, and

(d) a synopsis of experience, training, or other qualities which reflect the individual's potential contribution to this project. Include such data as: familiarity with State regulatory agency procedures, similar type of work performed in the past, management abilities, familiarity with the general area of the project, etc. Please limit synopsis of experience to relevant information.

7. Describe at least two projects of similar scope including your firm's experience that best illustrate your MSHDA grant administration experiences. Briefly describe the purpose, and management of each such project; the approximate clients served; and approximate timeline/completion date of project. Indicate the budget for each. Describe your firm's responsibility or role in the projects. Give a name and phone number as reference for each project described.
8. Indicate your firm's present workload: projects in design, current projects, and new projects that have not been started.
9. Provide, through narrative discussion, reasons why the firm is especially qualified to undertake this project. Any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc.

The completed questionnaire should be signed by a principal of the firm, preferably the Chief Executive Officer.

Additional data, brochures, etc. should not accompany this form.

Firms responding to this questionnaire shall not seek the identity of or attempt to contact Board members.

Failure to comply with the above instructions may result in disqualification.

**QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM**

1. Firm Name/Business Address:

**Spicer Group Inc
302 River Street, MI 49660**

2. Year Established

1944

3. Type of Ownership

C- Corporation

4. Names of not more than two principals to contact: Title/Telephone Number

- 1) Shawn Middleton, PE – Principal Shareholder, Vice President Spicer Group Inc**
- 2) Darrick Huff, Principal Shareholder, Spicer Group Inc.**
- 3) Mark Niesen, I Inspect, LLC, Owner**

5. Present Offices: City/State/Telephone Number and number of personnel at each office.


Spicer Group Inc Offices

**302 River Street, Manistee, MI 49660
1624 Business Park Dr, Traverse City, MI 49686
2464 Bryon Station Dr, Byron Center, MI 49315
1400 Zeeb Dr, St Johns, MI 48879
1595 W Lake Lansing Rd Suite 200, East Lansing, MI 48823
125 Helle Blvd #2, Dundee, MI 48131
30300 Telegraph Rd Suite 100, Bingham Farms, MI 48025
230 S. Washington, Saginaw, MI 48607
441 S. S Main St Suite #6, Standish, MI 48658
333 West Fort St, Unit 1410, Detroit, MI 48226
514 West Maple St, Suite 1202, Cumming, GA 30040**

I Inspect LLC Offices

Manistee Michigan

Identification/Certification: I certify that the information contained in this questionnaire is true and complete and I agree and understand that any falsification of material facts will result in my forfeiting any rights to consideration for this project.

Signature: 

Type Name and Title: Shawn P. Middleton, P.E., Vice President Date: October 17, 2024

**QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM**

6. Brief resume of key persons anticipated to be utilized for this project (duplicate this sheet as needed)
- a. Title
- a. Project Assignment:
 - b. Education: Degree(s)/Year/Specification
 - c. Experience and qualifications relevant to the proposed project:

Mark Niessen, Lead Home Inspector

Mark will be the lead field inspector in charge of performing pre-assessment inspections of homes, preparing a list of required safety, health, and welfare Improvements to accompany the requested improvements of the property owner. This list will be shared with our project estimator/ designer for the preparation of a project cost estimate and associated specifications. Once construction is complete Mark will perform a post construction inspection to ensure the project has been constructed in conformance with the project scope specifications.

Bachelor of Science, Michigan State University 1994

1985-1999 Licensed Builder, self Employed

1999-2014 City of Manistee Building Inspector. Inspected Residential and MSHDA Housing in accordance with City of Manistee Ordinances.

2014-Present – Self Employed and owner of I, Inspect LLC. Perform inspection of home in accordance with state and local laws/ ordinances.

Aaron Wosek, Mechanical Engineer, Project Engineer/ Project Manager

Aaron will serve as the Project Engineer/ Designer and will assist with preparing estimates of cost based on the scope of work developed by the homeowner, the County and our safety, health and welfare inspection. Additionally, Aaron will help develop a bid form and technical specifications for the project. These documents will be used during the bidding and construction phases of the project.

See Attached Resume for further detail on education and experience

David Marr, AIA NRCB Architect

David will provide architectural specification and cost estimating assistance as needed. Additionally, David will provide Quality Assurance and Quality Control of our specifications and bidding documents. These documents will be used during the bidding and construction phases of the project.

See Attached Resume for further detail on education and experience

Shawn Middleton, PE, CFM, Principal in Charge

Shawn will serve as the principal in charge and will assist with project oversight and Quality Assurance and Quality Control. Shawn can assist with any concerns that arise on the project and help coordinate communication between our project team and the County.

See Attached Resume for further detail on education and experience

**QUESTIONNAIRE FOR INSPECTOR SERVICES
MASON COUNTY CHILL GRANT PROGRAM**

7. List at least two projects of similar scope including your firm's experience that best illustrate your MSHDA grant administration experiences. Briefly describe the purpose, and management of each such project; the approximate clients served; and approximate timeline / completion date of project. Indicate the budget for each. Describe your firm's responsibility or role in the projects. Give a reference name and phone number as references for each project described. (If additional space is needed, please use back of this sheet.)

City of Manistee Rental Inspection Program

Project Budget: The approximate fees for these inspections were \$30-40,000 per year.

Reference Name: Thad Taylor, former City of Manistee Manager (616) 540-8130

Spicer Group Inc and I Inspect, LLC worked with the City of Manistee to administer their rental inspection program from 2016 to 2020. We coordinated the triannual inspection of over 1,000 rental units within the City of Manistee. Spicer Group coordinated scheduling, collection of payment, issuance of violation, issuance of certificates of completion, etc. These units were inspected over a 3-year period with 300+ being completed annually.

I Inspect LLC inspected the Homes in accordance with State and Federal Standards including the uniform residential maintenance code. These inspections were primarily to confirm the health, safety, and welfare of the structures and their occupants. A detailed accounting of these inspections was kept in a database and represented graphically with GIS.

Saginaw Housing Commission 2014-2023 Capital Improvements Projects

Project Budget: \$15 million in construction costs (\$1.5 million design fees)

Reference Name: Lesley Foxx, Executive Director, Saginaw Housing Commission (989) 755-8183

Spicer Group recently worked with the Saginaw Housing Commission on their Capital Improvements Program which included providing inspection, design, reporting, and construction administration for over \$15 million in improvements to various housing sites over the last decade.

Scattered Sites, 61 dwellings (10 duplex and 41 single family) Replaced exterior doors, storm doors, deadbolt hardware.

- Replaced entry steel doors; replaced all storm doors with steel security; replace all entry handle, dead bolt and lock hardware (two per dwelling unit) with interchangeable core type.

Pinewood Manor, 89-unit, 6 story; Rosien Towers, 109-unit, 12 story; Maplewood Manor, 76-unit, 8 story; Elmwood Manor 121 unit, 10 story; Davenport Manor, 61 unit, 7 story; Town & Garden Townhomes, 92-unit neighborhood. Electrical, Replace Exterior Area Site Lighting with LED

- Replaced existing site lighting (poles, wall packs, ceiling recessed) with new LED fixtures. Reviewed lighting coverages and suggested necessary adjustments (add or subtract fixtures) for proper coverages. Energy usage incentives from Consumers Energy should be included in GC contract.

Town & Garden Townhomes, 92 duplex dwellings. Replace interior doors

- Currently Town & Garden duplexes had hollow core interior wood doors that needed to be replaced with a much more durable door at the bathrooms, bedrooms and basement. Replacement included new light commercial hardware.

Pinewood Manor, 89-unit, 6 story; Rosien Towers, 109-unit, 12 story; Maplewood Manor, 76-unit, 8 story; Repair and Reseal Exterior Surfaces

- Reviewed sites and created specifications and drawings for repair of metal lintels on 6th floor, 1st floor windows and if necessary, stairwell windows. Repaired all mortar, replaced caulk control joints; Repaired cracked or spalled concrete exterior; clean surfaces, reseal or weatherproof exterior surfaces at Rosien and Maplewood.

Pinewood Manor, 89-unit, 6 story; Rosien Towers, 109-unit, 12 story; Davenport Manor, 61-unit, 7 story; Replace apartment entry door hardware; add deadbolt locks

- Replaced existing apartment entry door hardware with new interconnecting handle and deadbolt lock. Each site currently has a standard entrance/office lever with a push button lock. The door and frame needed to be modified to accommodate deadbolt locks. Pinewood had steel entry doors that needed repainting and some door slabs were damaged and needed replacing.

Rosen Towers, 109-unit, 12 story; Mechanical HVAC Replace Makeup Air Equipment

- Replaced existing penthouse heating and ventilation makeup air system for the common area corridors with new generation, high efficiency HVAC rooftop unit with energy recovery system.

Security Upgrades

- Designed an administration security camera system at the following SHC high-rise properties.
- Pinewood Manor, 89-unit, 6 story
- Rosien Towers, 109-unit, 12 story
- Maplewood Manor, 76-unit, 8 story
- Davenport Manor, 61-unit, 7 story
- Elmwood Manor, 121-unit, 10 story

Each system had the following features:

- CCTV security camera system at each senior high rise with control server, Ethernet switches, gigabite PoE, a mixed of fixed lensed HD cameras and PTZ HD cameras, backup battery, licensing, CAT 5/6 cabling.
- New cameras strategically placed to capture all public common areas, exterior parking lot and walkways at an estimated 200 camera locations total at the combined high rise sites.
- New system to have a 30-day archive of recordings on site; ability to search, save and transfer recordings. Accessibility of live and archived video via internet and wireless with IOS and Android format tablets or smartphones. Law enforcement authorities will be allowed access to both live and recordings of each development.

Maplewood Manor, Elmwood Manor, Rosien Towers, Pinewood Manor and Davenport Manor, Mechanical Project

- Designed Reduction Pressure Zone Devices (RPZ) as necessary and as per city code on incoming domestic and fire sprinkler water lines. Existing water shut off valves were replaced and additional valves added so meters and RPZs can be replaced in the future.

Elmwood Manor and Davenport Manor Signs

- Designed replacement property identification signs

Elmwood Manor and Scattered Sites, Mechanical Project

- Elmwood Manor: Added high efficiency condensing domestic hot water heater; replace single storage tank with two smaller storage tanks; Removed existing backup domestic water heater.
- Scattered Sites: Replaced approximately 25 furnaces with 95% efficient models. Included energy saving rebates in bid specification.

Town and Garden Townhomes, Electrical Project

- At approximately 92 dwelling units, replaced GE Pushomatic electric service panels with 150 amp Square D models. Replaced frayed exterior electric service wiring from meter. Added ground rods as per code.

8. Describe current workload and ability to handle this project.

Spicer Group is lucky to have a significant workload, and we would describe our workload as heavy but very manageable. Our key people for this project have the capacity to complete the work and we can, if needed, reach out to other parts of our company for assistance. We are a firm of 300+ employees with a variety of backgrounds and skills that we can draw from if required.

9. Provide, through narrative discussion, reasons why the firm is especially qualified to undertake this project. Information provided should include, but not be limited to, such data as: Any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc.

Spicer Group is especially qualified to provide Mason County with professional design and inspection services for all your project needs. We have all required disciplines on staff—licensed architects for design, certified planners, electrical/mechanical engineers, civil engineers, construction inspectors, structural engineers, geotechnical engineers, landscape architects, and even a full survey staff. Furthermore, we are very familiar with U.S. Department of Housing and Urban Development (HUD) project standards as well as the Michigan State Housing Development Authority (MSHDA). We have previously designed HUD apartment complex renovations, new apartment complex designs, single-family homes, as well as duplexes. Spicer Group is one of a select few firms in Michigan to be prequalified in Housing and Planning by MSHDA.

Ability to Respond to Mason County's Needs

Spicer Group has worked with numerous public housing authorities, public institutions, and municipalities, which gives us a complete understanding of meeting federal requirements, whether it's completing environmental reviews or meeting Americans with Disabilities Act (ADA) 504 guidelines.

Timeliness

Spicer Group currently employs more than 320 professionals. Our staff size allows flexibility in scheduling to meet your needs and deadlines. We anticipate regular communication between our team and Mason County to ensure tasks are completed in a timely manner.

Quality of Work

Spicer Group embraces a wide variety of published project management tools to assure a high degree of quality in the work we perform. We utilize published “Project Management Standards” and software such as Microsoft Project and Outlook for scheduling, as well as Vision accounting software for effective billing.

Our quality control program begins by selecting the project team based on the experience of each team member performing the defined work scope. Each team member is personally responsible for performing quality work. To help them accomplish that, we provide team members with guidelines, checklists, and up-to-date reference material. When work is initiated by its originators, they are challenging the reviewer to find any flaw.

Prior to projects being released for plan review or permitting; Spicer Group puts the bidding documents through our QA/QC process. Our QA/QC team brings a fresh set of eyes on the documents to review the designs are documented appropriately, reviewed for errors and omissions, reviewed for typographical error, that information is correct, and that the documents are complete.

Correcting noncompliance/errors

Should a design error be discovered during construction, our team will review the issue immediately, review possible solutions, present our recommendation to the owner along with any change order requirements and promptly execute the decision. Should a construction error be discovered, our team will deploy in a similar fashion. Our team will review the issue immediately, review possible solutions, present our recommendation to the owner along with any change order requirements and promptly execute the decision.

Engineering Professionals

One of the biggest benefits of working with Spicer Group is the many disciplines we employ, and the multiple disciplines of engineers on staff. We have structural, electrical, mechanical, and civil engineers on staff who have experience providing solutions for public housing, commercial, industrial, and residential projects. In addition, our surveying group is able to take on any survey needs your rehabilitation project might need.

Knowledge of HUD

Spicer Group is very familiar with the rules that guide HUD PHA projects including the environmental review, HUD specification and design requirements, DOA labor reporting, Davis-Bacon requirements, business financial reporting, Section 8 requirements, and other record-keeping requirements. We have worked with HUD and MSHDA programs for several years, most recently with the Flint Housing Commission and Saginaw Housing Commission. Our in-depth knowledge of HUD and MSHDA and PHA regulations means that we are able to anticipate problems before they occur and avoid long delays by filing paperwork well in advance of any project deadlines. We have even prepared a number of HUD Environmental Reviews on behalf of our clients.

HUD Program Experience

- RAD Conversion assistance
- Section 202 Construction of Elderly Housing
- Section 221 (d) (4) Construction or Renovations of Rental Housing.
- Section 223 (f) Acquisition or Refinancing of Rental Housing.
- Section 231 Multifamily Housing.
- Section 232 Construction or Renovation of Nursing Home and Intermediate Care Facilities.
- Section 241 Renovations and Additions to Rental Housing.
- Flexible Subsidy Program, Restoration Projects.
- HUD Contractor Providing Design Review and Construction Observation Services.
- Public Housing Comprehensive Grant Program.
- HUD Contractor Providing CNA and Property Inspections.
- Rental Assistance Demonstration.
- HUD Environmental Review.

We have also worked on several MEDC and CDBG-funded projects and are ready to take on projects with multiple funding sources. The U.S. Department of Housing and Urban Development ("HUD") allocates Community Development Block Grant (CDBG) funding to the State of Michigan, through the Michigan Strategic Fund administered by the Michigan Economic Development Corporation (MEDC), for further distribution to eligible Units of General Local Government such as Downtown Development authorities. The federal statutory authority for the CDBG program is the Housing and Community Development Act of 1974, and is subject to the HUD rules for program administration.

State Building Codes

Referencing the Michigan Building Code is the first step in every project Spicer Group undertakes. A thorough code search can reveal unexpected limitations and suggest new options. We take code compliance seriously, not just to get through a plan review, but to protect the health and safety, and welfare of every person that uses a facility we have designed.

Local Building Review

We understand the importance of working with local building departments and building inspectors. We are eager to take each design and drawing to the highest level of quality possible. We know what city and local officials expect because we work with them every day. One benefit of our passion for design is that it helps us get through plan reviews in the most efficient way possible. Our reputation of superior construction documents means that local code officials often look to Spicer Group to review their plans.

Michigan Barrier-Free, 504 Compliance, UFAS and ADA

The ADA has made it possible for people with disabilities to gain access to public buildings, and we are great supporters of the drive to make all buildings accessible. As a company, we go beyond the minimum requirements of the barrier-free codes and continuously create spaces that are considerate to the needs of all building occupants regardless of their abilities and without additional expense.

Energy Codes


We work to find the proper balance of energy efficiency and long-term costs by following the guidelines of Michigan Energy Code, EnergySTAR, NEPA, LEED, and other organizations. Our commitment is to the comfort, health, and welfare of the building occupants as well as to the environment.

Local Zoning and Ordinances

We have many years of experience dealing with local zoning and ordinances. In fact, our planning department has written many of the zoning regulations for communities. Careful review of local zoning will limit surprises.

**MASON COUNTY CHILL GRANT CONTRACTOR SERVICES
PROPOSAL**

The services required for all phases of the Mason County Chill Grant Program Inspector Services are as follows:

<u>Tasks</u>	<u>Bid</u>
Please provide an estimate for the following tasks per one (1) rehabilitation project.	
1. Estimated time to perform initial inspection.	\$500/Home
2. Estimated time to create work write up, cost estimates, and prepare bid documents.	\$1500/ Home
3. Estimated time to conduct final inspection.	\$500*/ Home
Hourly rate for services	\$2,500*/ Home
Shawn P. Middleton, P.E., Vice President	<ul style="list-style-type: none"> Our assumption is that pre and post inspection are only required to perform the necessary field work. If intermittent inspections will be required during construction we can provide this service at an hourly rate.
Print Name	
	
Signature	
Spicer Group Inc.	
Firm Name	

AARON S. WOSEK

ROLE ON THIS PROJECT: MEP Supervisor - Project Manager/ Mechanical HVAC / Plumbing Engineer

YEARS OF EXPERIENCE: Spicer Group – 23 |



GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Wosek has performed architectural and mechanical, electrical, and plumbing (AMEP) project management, HVAC and plumbing design, and construction administration on a variety of municipal, educational, commercial, and healthcare projects. Mr. Wosek is the AMEP Group Supervisor.

SPECIFIC DESIGN EXPERIENCE

Specific design experience for municipal projects includes renovations to city buildings: city halls, courthouses, public safety buildings (police & 911-centers, fire departments), office buildings, public works buildings and garages, and swimming pools, water and wastewater treatment facilities, watershed pumping facilities.

General Architectural and MEP engineering design-development, client management, and construction administration. HVAC and plumbing design experience includes: hot water and chilled water systems; hydronic and steam boiler systems; temperature control systems; geothermal and boiler-tower water-source heat pump systems; variable-air-volume systems; solar hot water heating systems; electrification and net-zero design systems, natatorium and swimming pool systems; variable-refrigerant-flow systems; DX, air-to-air heat pump systems and furnace systems; brewery and winery chilled water systems; commercial kitchen ventilation systems; hazardous exhaust systems; healthcare and operating room HVAC, ventilation, and medical gas systems; and plumbing and sanitary piping and venting systems.

EDUCATION

Bachelor of Science in Mechanical Engineering, Montana State University, Bozeman, MT, 2001

SIMILAR EXPERIENCE	
City of Dearborn Pool Renovation Project Year: 2023-Present Location: Dearborn Vendor Role: Prime	AMEP Project Manager: Responsible for design-development, client services and project management of architectural, site, pool equipment, and MEP renovations to the Lapeer, Summer Stephens, and Ten Eyck swimming pools Project is currently entering construction. Client Contact: Teddy Shasko (313) 719-0474, Jon Golich (313) 671-1868 Construction Budget: \$5.3 Million
City of Saginaw City Hall HVAC Renovation Year: 2023-Present Location: Saginaw Vendor Role: Prime	AMEP Engineering Project Manager: Responsible for design and management of complete HVAC renovation to the existing building, architectural improvements, site improvements, lighting, IT, and security improvements. This project is currently under construction. Client Contact: Phil Karwat, P.E. Public Service Director, (989) 737-5669 Construction Budget: \$11.2 Million
City of Ludington Cartier Park Campground Bathhouse Year: 2022-Present Location: Ludington Vendor Role: Prime	AMEP Project Manager and MEP Engineering Responsible for architectural, site, and MEP project management, Michigan Natural Resource Trust Fund Grant administration, MEP design, budgeting, bidding, and construction management. This project is currently under construction. Client Contact: Mitch Foster, City Manager, (231) 845-6237 Construction Budget: \$1.4 Million

SIMILAR EXPERIENCE	
Grosse Pointe Park Public Safety and City Hall HVAC Renovations Year: 2021-2022 Location: Grosse Pt. Park Vendor Role: Prime	Project Manager and HVAC / Plumbing Engineer responsible for HVAC system renovations for the police department building and adjacent city hall building. Client Contact: Mike Krause, Facilities Manager and Inspector (586) 634-9135 Construction Budget: \$750,000
City of Manistee Wastewater Treatment Plant Year: 2021-2023 Location: Manistee Vendor Role: Prime	HVAC AND Plumbing Project Manager and Engineer responsible for the design of waste water treatment plant HVAC design including specialized 10-state standards and NFPA specialized ventilation and exhaust systems, and specialized plumbing systems. Client Contact: Jeff Mikula, DPW Director (231) 732-7132 Construction Budget: \$23,000,000
Saginaw County Law Enforcement Center Year: 2018 Location: Saginaw County Vendor Role: Project Manager & Engineering	Mechanical Project Manager and HVAC Engineer lead designer of all institutional and business use HVAC systems for specialized law enforcement center. Served as mechanical engineering project manager for design, bidding, and construction of project. Client Contact: Lt. Miguel Gomez, Undersheriff (989) 790-5400 Mech. Construction Budget: Approximately \$4,000,000
Northville Township Police Headquarters HVAC and Roof Renovation Year: 2017-2018 Location: Northville Township Vendor Role: Engineer Project Manager	AMEP Project Manager and HVAC AND Plumbing Engineer responsible for the HVAC system renovation, roof replacement, and miscellaneous building renovations. Client Contact: Tom Casari (retired) Northville Township (248) 348-5800 Construction Budget: \$314,000
Roger City Area Fire Department Authority Fire Station No.1 Year: 2020 Location: Rogers City Vendor Role: Prime	Mechanical HVAC and Plumbing Engineer responsible for various heating hot water and domestic hot water boiler system replacements, indoor air quality ventilation system design, and air-conditioning. Client Contact: Rogers City Area Fire Department Authority (989) 734-2191 Construction Budget: \$1,200,000
City of Alpena - Various HVAC Renovations Year: 2015-2018 Location: City of Alpena Vendor Role: Project Manager & Engineering	Project Manager and HVAC and Plumbing Engineer responsible for multiple HVAC, boiler, and plumbing system renovations for the City of Alpena including Public Safety Building, City Hall, Wastewater Treatment Plant, and Water Treatment Plant. Client Contact: Mike Kieliszewski (retired) (989) 354-1700 Construction Budget: Approximately \$430,000
City of Dearborn 911 Dispatch and EOC Center Year: 2016-2017 Location: City of Dearborn Vendor Role: Mechanical Engineering	Mechanical HVAC and Plumbing Engineer responsible for MEP design and construction administration of the new City of Dearborn 911 Center, and Emergency Operations Center located in the Dearborn Administration Center. Client Contact: City of Dearborn, (313) 943-2118 Construction Budget: N/A

DAVID W. MARR, AIA, NCARB

ROLE ON THIS PROJECT: Project Architect

YEARS OF EXPERIENCE: Spicer Group – 10 | Other Firms - 27



GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Marr is a Project Architect with over 37 years of experience in the architectural, engineering, and construction industries. Mr. Marr started his career at Spicer in 1988 performing CAD work, Survey, and Site Development design work before moving on to working in the construction field and with other architectural firms while advancing his education in Architecture. Within his career, Mr. Marr has been a Site Supervisor for schools, restaurants, retail, and assisted living construction projects. As a Project Manager and Architect, he has also focused on commercial design projects throughout the Midwest. Mr. Marr has served on the Home Builders Association of Saginaw Board of Directors, Michigan Home Builders Association Education Committee, Delta College Construction Curriculum Committee, Cass City Planning Committee, and Frankenlust Township Planning Committee. Mr. Marr is also an Adjunct Professor of Architecture at Delta College, University Center, MI.

EDUCATION

MA. Architecture, Southern Illinois University, 2017

B.S. Architecture, Baker College, 2013;

A.S. Architectural Technology, ITT Technical Institute, 1988

LICENSES/REGISTRATION

Registered Architect: Michigan (1301071152)

SIMILAR EXPERIENCE

Case Funeral Home Storage Barn Year: 2023 Location: Saginaw, MI Vendor Role: Prime	Project Architect responsible for the design of a large storage building for the storage of the funeral homes fleet of vehicles and various consumable supplies. This project required working with the municipality to make the site meet the needs of their storm water management plan. Client Contact: Rebecca Case, W.L. Case & Company, (989) 793-9700 Service Budget: \$38,000 Construction Budget: \$900,000
Bear Lake Township Hall & Fire Station Year: 2023 Location: Bear Lake Township, MI Vendor Role: Prime	Project Architect responsible for the design of a township hall and fire station for the northwestern Michigan town of Bear Lake. The hall features offices, boardroom, and toilet facilities for the township staff. A four bay fire station with toilet facilities, a training room, workout room and other fire department related spaces. Led the design and team to complete the design of the 11,300 square foot building. Client Contact: Jeffrey Harthun, Bear Lake Township Supervisor, (231) 864-3620 Service Budget: \$90,000 Construction Budget: \$2,000,000
STARS Relocation Feasibility Study Year: 2022-2023 Location: Saginaw, MI Vendor Role: Prime	Project Architect responsible for the study of the concept of relocating the STARS services to one of three sites. The project included the historic Potter Street Depot in Downtown Saginaw as a primary site and to find two other sites adequate for the transit facilities potential use. Working with a transportation consultant, the team first identified the needs of the authority for the next thirty years, then analyzed the ability of the existing facility to meet those needs, and then identified several potential sites that could. The sites were narrowed down to three sites including the primary site potter street station. The team presented the three sites and STARS chose the Potter Street Station and surrounding area for their target location. We followed up with a report outlining the due diligence performed as well as an implementation plan to move the project forward. Client Contact: Christine Billeter, Saginaw Transit Authority Regional Services, (989) 753-0144 Service Budget: \$430,000 Construction Budget: N/A

SIMILAR EXPERIENCE	
<p><i>Saginaw Children's Zoo</i></p> <p>Year: 2022-2023 Location: Saginaw, MI Vendor Role: Prime</p>	<p>Project Architect responsible for the design of a new restroom and concessions building, donor park, and addition to the North restrooms to add a family toilet room and a nursing station. The main building had to be a segmented semi-circle in order to fit the site which is bounded by the curve of the zoo's small gauge railroad. The building also has a covered patio area for sheltered seating.</p> <p>Client Contact: Gary Hochthanner, Saginaw Children's Zoo, (989) 759-1408 Service Budget: \$85,000 Construction Budget: \$1,500,000</p>
<p><i>Port Austin Reef Lighthouse Restoration</i></p> <p>Year: 2021-2022 Location: Lake Huron, MI Vendor Role: Prime</p>	<p>Project Architect responsible for the design and construction administration of restoration efforts to a 128-year-old light station located 1 mile offshore from Port Austin, MI in Lake Huron. The light station will undergo new windows, historic masonry cleaning, repair and repointing, restoration of original railings and exterior stairs as well as adding emergency backup power. The project is funded through an 80% Federal Transportation grant and a 20% local match. The grant and bidding are being administered through the Michigan Department of Transportation.</p> <p>Client Contact: Lou Schillinger, Port Austin Reef Light Association, (248) 758-8284 Service Budget: \$80,000 Construction Budget: \$800,000</p>
<p><i>Rogers City Area New Fire Hall Facility</i></p> <p>Year: 2020 Location: Rogers City, MI Vendor Role: Prime</p>	<p>Project Architect responsible for the design for a new 12,00 square foot fire station in the northern community of Rogers City. The new fire station boasts five drive-thru apparatus bays, a training room, and offices. The building is a pre-engineered metal building with additional architectural features.</p> <p>Client Contact: Katie Kuznicki, Rogers City Area Fire Department Authority, (248) 758-8284</p>
<p><i>Vassar Schools (Kingscott Architectural Assistance)</i></p> <p>Year: 2018 Location: Vassar, MI Vendor Role: Sub Prime</p>	<p>Project Designer responsible for the design for elementary, middle, and high school bond improvements for the Vassar school district through a primary Architectural firm. Working closely with this other firm to complete renovation drawings in time for a summer work schedule.</p> <p>Client Contact: Brendon Pollard, Kingscott Associates, (269) 381-4880</p>
<p><i>Jerome Township Fire Station</i></p> <p>Year: 2017 Location: Midland County, MI Vendor Role: Prime</p>	<p>Project Designer responsible for a new 11,00 square foot fire station in the rural community of Sanford, MI. The new fire station boasts four drive-thru apparatus bays, dispatch center, men's and women's locker rooms, training room and offices. The building is a pre-engineered metal building with additional architectural features.</p> <p>Client Contact: Service Budget: Construction Budget: N/A</p>
<p><i>Uptown North Main, LLC</i></p> <p>Year: 2017 Location: Frankenmuth, MI Vendor Role: Prime</p>	<p>Project Designer responsible for a new two-story, 34,000 square foot administrative building with a conference/banquet hall for Uptown North Main, LLC. The project featured seventeen thousand square feet of administrative space, nearly seven thousand square feet of conference and banquet space, and 12,000 square feet of retail space.</p> <p>Client Contact: Service Budget: Construction Budget: N/A</p> <p><small>Note: Completed with previous firm</small></p>

SHAWN P. MIDDLETON, P.E.

ROLE ON THIS PROJECT: Hydraulic Engineer

YEARS OF EXPERIENCE: Spicer Group - 29 | Other Firms - 1



GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Middleton has over 30 years of experience in the civil engineering consulting arena with clients in the municipal infrastructure and water resources fields. Mr. Middleton is the Vice President and a principal owner in the firm and has served as the Principal in Charge or Project Manager on a wide range of project types and complexity involving many different clients, regulatory agencies, and funding sources. These projects include but are not limited to; bridge and culvert hydraulics, scour analyses and countermeasure design, stream restoration projects, street improvement projects, park infrastructure, water distribution projects, water reliability studies, sanitary sewer evaluation studies, , wastewater collection, storage, and treatment projects, , dam inspections, dam repairs, dam removals, , hydrologic / hydraulic modeling, storm sewer collection, storage, and infiltration systems, and stormwater management. He has a B.S. and M.S. degree in civil engineering with a focus in hydraulics, wastewater collection, pump stations, water distribution systems, hydraulic structures, hydrology, water resources, and stormwater management. He is a Licensed Professional Engineer.

EDUCATION

M.S. Civil Engineering, Michigan Technological University, 1994 (Hydraulics Emphasis)

B.S. Civil Engineering, Michigan Technological University, 1992

LICENSES/REGISTRATION

Professional Engineer: Michigan, 1997 (42722)

ADDITIONAL TRAINING

– SESC Comprehensive Cert. #SE/C 00846

– Storm Water Management –
Construction #C-00067

– Certified Floodplain Manager – US-04-
1270

SIMILAR EXPERIENCE	
City of Manistee, Engineer of Record	Engineer of Record / Contract Manager / Project Manager responsible for coordination, oversight, client communication, and quality assurance on multiple projects as the City Engineer. Example projects include: street improvements, park improvements, wastewater collection, wastewater treatment, pump stations, water distribution, sidewalks, boardwalks, Shoreline revetments, parks and beach area improvements, pump stations, site reviews and general engineering services.
Year: 2013 - Current Location: City of Manistee Vendor Role: Sub	Client Contact: Jeff Mikula, Director of Public Works (231) 723-7132 Ed Bradford, Chief Financial Officer (231) 398-2804 Bill Gambill, City Manager (231) 398-2801 Service Budget: \$782,000 Construction Budget: N/A
Clean Water Recovery Facility Improvements	Principal in Charge responsible for overseeing and quality assurance of a headworks facility addition to the City's Clean Water Recovery Facility (CWRP). The facility includes 6 million gallons of equalization storage as well as screening and grit removal. The facility will be capable of pumping 20,000 GPM during wet weather events to prevent future sanitary sewer overflows and comply with EGLE regulatory requirements. Project includes design, permitting, grant writing, grant administration, bidding, construction inspection and administration. Project is funded with USDA Rural Development funds.
Year: 2018 - 2022 Location: City of Manistee Vendor Role: Prime	Client Contact: City of Manistee, Jeff Mikula (231) 723-7132 Service Budget: \$1.2M Construction Budget: \$14.0M

SIMILAR EXPERIENCE	
Wastewater Collection System Improvements Year: 2018 - Ongoing Location: City of Manistee Vendor Role: Prime	Principal in Charge responsible for overseeing and quality assurance for a sewer replacement project through seven blocks of residential streets. A 48-inch sewer will replace an existing 36-inch sewer and will require full utility and road replacement and reconstruction. Project includes design, permitting, bidding, construction inspection and administration. Project is funded with USDA Rural Development funds. Client Contact: City of Manistee, Jeff Mikula (231) 723-7132 Service Budget: \$600,000 Construction Budget: \$4.0M
WCSUA Sanitary System Improvements Year: 2018-Ongoing Location: Newaygo County Vendor Role: Prime	Principal in Charge responsible for overseeing and quality assurance of 16 WCSUA pump stations, recommendations, design for improvements for each station and oversight of bidding and construction phases. Assisted with investigation of funding opportunities for the project. Client Contact: White Cloud Sherman Utilities Authority, Stan Stroven, Jr. (231) 689-6047 Service Budget: \$605,000 Construction Budget: \$5.1M
City of Manistee General Wastewater Improvements, Phase I – Wastewater Collection System Rehabilitation Year: 2018 - 2021 Location: City of Manistee Vendor Role: Prime	Principal in Charge responsible for overseeing, client communication, quality assurance, grant procurement for the design of a cured in place pipe (CIPP) lining project including approximately 5.4 miles of CIPP of existing 8-inch to 30-inch diameter sanitary sewer, sanitary sewer repairs, miscellaneous trenchless sewer spot repairs, viewing and inspecting closed circuit televising (CCTV) of existing sanitary sewer, approximately 90 cured in place manhole lining (CIPM), replacement of approximately 80 manhole castings. Client Contact: City of Manistee, Jeff Mikula (231) 723-7132 Service Budget: \$520,000 Construction Budget: \$2.3M
Carson City Sanitary Sewer Rehabilitation Year: 2018 Location: Carson City Vendor Role: Prime	Principal in Charge responsible for overseeing, client communication, quality assurance of the design, construction inspection, and administration of a cured in place pipe (CIPP) lining project including: approximately 3,000 ft of cured in place pipe lining (CIPP) of existing 6-inch to 12-inch diameter sanitary sewer; cured in place sewer lateral connection lining; conventional sewer spot repairs; miscellaneous normal and heavy cleaning of existing sanitary sewers; closed circuit televising (CCTV) of existing sanitary sewer. Client Contact: City of Carson City, Jean Southward (989) 763-8455 Service Budget: \$96,000 Construction Budget: \$393,000
Clean Water Recovery Facility Improvements Year: 2018 - 2022 Location: City of Manistee Vendor Role: Prime	Principal in Charge responsible for overseeing and quality assurance of a headworks facility addition to the City's Clean Water Recovery Facility (CWRF). The facility includes 6 million gallons of equalization storage as well as screening and grit removal. The facility will be capable of pumping 20,000 GPM during wet weather events to prevent future sanitary sewer overflows and comply with EGLE regulatory requirements. Project includes design, permitting, grant writing, grant administration, bidding, construction inspection and administration. Project is funded with USDA Rural Development funds. Client Contact: City of Manistee, Jeff Mikula (231) 723-7132 Service Budget: \$1.2M Construction Budget: \$14.0M
Stormwater and Wastewater Asset Management Plans Year: 2014 - 2020 Location: MI Vendor Role: Prime	Project Manager / Engineer responsible for managing and preparing Wastewater and Stormwater Asset Management Plans and Programs as part of the EGLE SAW program. Responsibilities included hydraulic modeling, asset inventory, condition assessment, risk analysis, pump station, GIS mapping of utilities, capital improvement plan development, and rate study analysis. Clients included City of Manistee and City, Village of Perrinton, Village of Maple Rapids, Montgomery Drain Drainage District, City of St. Louis, and Village of Bear Lake. Client Contact: Multiple Clients Service Budget: Various Construction Budget: Various



Blue Cross
Blue Shield
Blue Care Network
of Michigan

Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

Cover Sheet for BCBSM 2025 ASC Contractual Documents

COUNTY OF MASON (CID - 189747)

The following documents are included for review and agreement between Group Customer and Blue Cross Blue Shield of Michigan.

Documents Included:

- **ASC Schedules and Exhibits**
 - Schedule A
 - Exhibit 1 to Schedule A
 - Schedule B
 - Exhibit 1 to Schedule B
- **Stop-Loss Coverage**
 - Stop-Loss Policy
 - Stop-Loss Exhibit

Blue Cross Blue Shield of Michigan
SCHEDULE A – Renewal Term (Effective 01/01/2025 thru 12/31/2025)
Administrative Services Contract (ASC)

1. **Group Name** COUNTY OF MASON
2. **Customer ID** 189747
3. **ASC Funding Arrangement** Monthly Wire
4. **Line(s) of Business and Services**

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

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. 2025 Base Admin Fee	\$66.54	89	\$5,922.06	01/01/2025	12/31/2025

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 – Not Applicable

12. Shared Savings Programs

BCBSM has implemented programs to enhance the savings realized by its customers. BCBSM will charge a fee or retain a portion of the recoveries or cost avoidance at the percentages set forth below. BCBSM's administrative compensation obtained through the Shared Savings Program will be available through reports on eBookshelf:

Program:	BCBSM Compensation:	Compensation Methodology:
A. Hospital Bill Review	30%	Cost avoidance of improper hospital billing through line-

		by-line reviews of certain DRG outlier and/or percent-of-charge inpatient claims 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 the BCBSM-managed home infusion therapy ("HIT") network fee schedule and the improved negotiated pricing administered through a third party HIT vendor. BCBSM's HIT network fee schedule pricing is increased each calendar year by 0.77 percent for PPO claims and 2.87 percent for HMO claims.
H. Oncology Site of Care	20%	BCBSM's approved amount for certain oncology drug Claims paid at the professional setting reimbursement rate to direct Enrollees to receive treatment at lower cost sites of care.
I. 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 up to 5.25% of gross rebates for medical benefit drug Claims.
J. 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 two (2) 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 – *Not Applicable*

15. 3rd Party Stop-Loss Vendor Fee

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

16. Agent Fees

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

17. Medicare Contracts

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

18. Compensation Agreement with Providers

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

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

19. Out-of-State Claims

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

20. Credits and Fees – *Not Applicable*

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

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

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

A. Pay-for-Performance.

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

B. Value-Based Contracting.

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

C. Collaborative Quality Initiatives ("CQIs").

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

D. Physician Group Incentive Program.

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

E. Patient-Centered Medical Home ("PCMH").

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

F. Provider-Delivered Care Management.

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

G. Blueprint for Affordability.

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

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

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

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

Schedule B
BlueCard Disclosures
Inter-Plan Arrangements

Out-of-Area Services

Overview

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Enrollees access healthcare services outside the geographic area BCBSM serves, the Claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSM for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSM serves, Enrollees obtain care from Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Enrollees may obtain care from Providers in the Host Blue geographical area that do not have a contractual agreement (“Nonparticipating Providers”) with the Host Blue. BCBSM remains responsible for fulfilling its contractual obligations to you. BCBSM’s payment practices in both instances are described below.

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

A. BlueCard® Program

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

1. Liability Calculation Method Per Claim – In General

a. Enrollee Liability Calculation

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

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

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

b. Group Liability Calculation

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

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

2. Claims Pricing

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

- (i) an actual price. An actual price is a negotiated payment in effect at the time a Claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed charges for covered services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare Providers or a similar classification of its Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

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

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

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

3. BlueCard Program Fees and Compensation

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

B. Negotiated Arrangements

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

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

1. Enrollee Liability Calculation

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

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

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

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

2. Group Liability Calculation

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

3. Claims Pricing

Same as in the BlueCard Program above.

4. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and compensation under applicable Inter-Plan Arrangement may be revised annually as described in **section H** below. In addition, the participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to Group under the Negotiated Arrangements are set forth in Exhibit 1 to this Schedule B.

C. Special Cases: Value-Based Programs

Value-Based Programs Overview

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

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

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

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

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

- (i) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Group via an enhanced Provider fee schedule.
- (ii) **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

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

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

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

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PaMPM billing amount or the reconciliation billing amount for the next measurement period.

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

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

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

Care Coordinator Fees

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

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

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

Value-Based Programs under Negotiated Arrangements

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

D. Return of Overpayments

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

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

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

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

F. Nonparticipating Healthcare Providers Outside BCBSM's Service Area

1. Enrollee Liability Calculation

a. In General

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

b. Exceptions

In some exception cases, BCBSM may pay Claims from Nonparticipating Providers outside of BCBSM's service area based on the Provider's billed charge, such as in situations where an Enrollee did not have reasonable access to a Participating Provider, as determined by BCBSM in BCBSM's sole and absolute discretion or by applicable state law. In other exception cases, BCBSM may pay such Claims based on the payment BCBSM would make if BCBSM were paying a Nonparticipating Provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area Nonparticipating Provider payment. BCBSM may choose to negotiate a payment with such a Provider on an exception basis.

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

2. Fees and Compensation

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

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

1. General Information

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

- **Inpatient Services**

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

- **Outpatient Services**

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

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

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

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

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

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

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

Exhibit 1

BlueCard Program Access Fees may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in BCBSM's administrative fee, unless otherwise agreed to by Group. The BlueCard Access Fee is charged by the Host Blue to BCBSM for making its applicable Provider network available to Group's Enrollees. The BlueCard Access Fee will not apply to Nonparticipating Provider Claims. The BlueCard Access Fee is charged on a per-Claim basis and is charged as a percentage of the discount / differential BCBSM receives from the applicable Host Blue and is capped at \$2,000.00 per Claim. The percentages for 2025 are up to:

1. 3.31% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 1.84% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 1.71% 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.



Blue Cross
Blue Shield
Blue Care Network
of Michigan

Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

2025 ASC Schedules and Exhibits – Signature Page(s)

Effective for 01/01/2025 – 12/31/2025

Between Blue Cross Blue Shield of Michigan and
COUNTY OF MASON (CID - 189747)

Group and Blue Cross Blue Shield of Michigan agree to use electronic signatures (“E-Signature”) to sign the specified documents listed below (“Documents”). Each party’s E-Signature is the legal equivalent of a manual / handwritten signature. Copies of these fully executed documents will be shared with all parties upon completion. By providing their E-Signatures, all parties are legally bound by the terms and conditions in the Document(s) referenced. Group agrees that no certification authority or other third-party verification is necessary to validate Group’s Signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of Group’s Signature or the Documents.

Document(s) Included:

- **ASC Schedules and Exhibits**
 - Schedule A
 - Exhibit 1 to Schedule A
 - Schedule B
 - Exhibit 1 to Schedule B

AGREED AND ACCEPTED.

GROUP CUSTOMER:

By: (Signature)	By: (Signature)
Name: FABIAN KNIZACKY (Print)	Name: (Print)
Title: Mason County Administrator	Title:
Date:	Date:

BLUE CROSS BLUE SHIELD OF MICHIGAN:



STOP-LOSS INSURANCE POLICY

between

BLUE CROSS BLUE SHIELD OF MICHIGAN
a Nonprofit Mutual Insurer

Herein called "the Company"

and

COUNTY OF MASON

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.3. 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 (12) 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 and BlueCard Fees and AAC, if any, and are:
 - (a) In the case of new stop-loss coverage or an existing self-funded customer adding stop-loss coverage: (i) incurred and paid during the Policy Period or (ii) incurred prior to and paid during the Policy Period for which Policyholder is not reimbursed or paid by the prior stop-loss carrier, as specified on the Exhibit.
 - (b) In the case of a renewal of existing stop-loss coverage, incurred on or after the Original Effective Date of Policy and paid during the Policy Period, as specified on the Exhibit. Notwithstanding the prior sentence, Amounts Billed includes Claims incurred on or after the effective date of the most recent Contract and paid during the Policy Period.
 - (c) Paid during the Run-Out Period, where applicable, in accordance with the provisions of this Policy.
 - (d) Incurred during a Run-Out period under a previously issued Company stop-loss policy but paid during the Policy Period.

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;
 - (d) Claims paid during the Run-Out Period of this Policy but covered under a subsequent stop-loss policy issued by Company.

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 Company's service area.
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 ninety percent (90%) 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 twenty-four (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 (12) 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 ten percent (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) Two percent (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 upon advanced written notice and 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 (12) months prior to termination of the Policy), the Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for the final month before termination by the Specific Stop-Loss Premium amount indicated in Item B.5. and shall be payable for the first three (3) months after termination of the Policy. However, if the number of Coverage Units in the final month is less than the number in the month exactly one year earlier, BCBSM shall calculate the Monthly Premium using the higher count from one year earlier.

SECTION IV SETTLEMENTS

1. **SPECIFIC STOP-LOSS SETTLEMENT.** The invoices or payment schedules provided under the Contract shall include the premium due under this Policy as well as any credits to the Policyholder for Specific Stop-Loss Claims existing at that time. To the extent that a true-up is needed to reflect corrections or adjustments based on the actual number of Employees covered at any one-time during Policy Period or for other reasons, including but not limited to recovery of claims, the Company will provide, within one hundred twenty (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 one hundred twenty (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 (12) 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 one hundred twenty (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 thirty (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 five (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 to knowingly 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.



EXHIBIT TO THE STOP-LOSS
COVERAGE POLICY

Policyholder: COUNTY OF MASON
Customer ID: 189747 Policy Period: 01/01/2025 through 12/31/2025

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 end of 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

Attachment Point percentage of the expected Claims for the Policy Period	150%
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 covered by Stop-Loss Policy
3. Attachment Point (per Coverage Unit)	\$12,646.98
4. Minimum Aggregate Attachment Point	\$1,013,023.10
5. Monthly Premium (per Coverage Unit)	\$3.51
6. Number of Coverage Units	89

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 covered by Stop-Loss Policy
3. Specific Attachment Point (per Coverage Unit)	\$50,000.00
4. Aggregating Specific Deductible	[N/A]
5. Monthly Premium (per Coverage Unit)	\$310.76
6. Number of Coverage Units	89
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:	01/01/2026
through	12/31/2026



Blue Cross
Blue Shield
Blue Care Network
of Michigan

Nonprofit corporations and independent licensees
of the Blue Cross and Blue Shield Association

2025 Stop-Loss Coverage – Signature Page(s)

Effective for 01/01/2025 – 12/31/2025

Between Blue Cross Blue Shield of Michigan and
COUNTY OF MASON (CID - 189747)

Group and Blue Cross Blue Shield of Michigan agree to use electronic signatures ("E-Signature") to sign the specified documents listed below ("Documents"). Each party's E-Signature is the legal equivalent of a manual / handwritten signature. Copies of these fully executed documents will be shared with all parties upon completion. By providing their E-Signatures, all parties are legally bound by the terms and conditions in the Document(s) referenced. Group agrees that no certification authority or other third-party verification is necessary to validate Group's Signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of Group's Signature or the Documents.

Document(s) Included:

- **Stop-Loss Coverage**
 - Stop-Loss Policy
 - Stop-Loss Exhibit

Requires Group Selection:

Specific Stop-Loss Run-Out Coverage

Group is electing "Run-Out" Coverage for their Specific Stop-Loss:

AGREED AND ACCEPTED.

GROUP CUSTOMER:

BLUE CROSS BLUE SHIELD OF MICHIGAN:

By: (Signature)	By: (Signature)
Name: FABIAN KNIZACKY (Print)	Name: (Print)
Title: Mason County Administrator	Title:
Date:	Date:

**AMENDMENT NO. 1
DATED OCTOBER 14, 2024
TO THE
MASTER ENGAGEMENT AGREEMENT
DATED MAY 11, 2022**

This **AMENDMENT NO. 1** ("Amendment"), made as of October 14, 2024, ("Amendment Effective Date"), is entered into by and between **Mason County, Michigan** ("Client"), and **MGT Impact Solutions, LLC, formerly known as MGT of America Consulting, LLC**, ("MGT"), and amends Master Engagement Agreement ("Agreement"), dated May 11, 2022. Upon the execution of this Amendment, the terms of this Amendment are incorporated into the Agreement in their entirety by this reference.

WHEREAS, the parties entered into the Agreement whereby MGT would perform services for a term beginning on May 11, 2022, through April 30, 2025. If necessary, the Agreement could be extended for two additional one year terms at the mutual agreement of both parties by the execution of a written Amendment, to be attached and incorporated therein.

WHEREAS, the parties now wish to amend the Agreement to reflect an extension of the term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Term.

The Client desires to exercise the option to extend the Agreement for two additional one year terms, and therefore the Parties hereby agree that the Agreement shall terminate on November 30, 2025, unless terminated or extended as permitted in the Agreement.

2. Project Fee.

The following fees reflect the additional services to be provided:

1	FY 2024 Federal 2 CFR Part 200 Indirect Cost Allocation Plan, prepared in 2025	November 30, 2025	\$7,700.00
2	FY2025 - Federal 2 CFR Part 200 Indirect Cost Allocation Plan, prepared in 2026	November 30, 2026	\$7,700.00

All other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict between any term of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Effective Date, whereupon this Amendment shall become effective as of such Effective Date.

MGT IMPACT SOLUTIONS, LLC

MASON COUNTY, MICHIGAN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____


Date: _____

Date: _____

BUDGET AMENDMENT REQUEST FORM

Date: October 23, 2024

Department: Elections and Canvassers Dept: 262

Signature of Person Requesting 

Reason For Request: To reflect the receipt of a Grant (\$16,169.32) from the State of Michigan for the Early Vote Site expenses from November 2023 EV Site #1 and the purchase of Election Equipment needed for EV Site #2.

Breakout:

City of Ludington Expenses (Payroll-\$6436.11-Equipment \$2252.10) \$8,688.21

County Purchase of EV Site #2 Equipment- \$7,841.11

Expense line-Item Number To Be Decreased: 101-262-811.008 Amount: \$8,700.00

Revenue line-Item Number To be Increased: 101-000-676-016 Amount: \$8,700.00

Administrator Approval _____

Committee Approval (If Applicable) _____

Finance Committee Approval _____

Please fill out request and obtain approval of your committee if applicable, then present to Administrator's Office. The administrator will then take your request to the Finance Committee. When approved by the Finance Committee, the Administrator will forward the request to the Clerk's Office so that the budget adjustment can be made.

MASON COUNTY TREASURER

Receipt: 76037

10/08/24

MASON COUNTY COURTHOUSE
304 EAST LUDINGTON AVE.
LUDINGTON, MI 49431

Cashier: ANDREW
Received Of: STATE OF MICHIGAN

(231) 843-8411

FY24 EARLY VOTE SITE REIMBURSEMENT

The sum of: 16,169.32

101-000-676.016

REIMBURSEMENTS: ELECTIONS

	16,169.32
Total	16,169.32

TENDERED:

ACH DEPOSIT

ACH @ HNB 10-8-24

16,169.32

Notes:

Signature: 

Knizacky, Fabian

From: Chant, Juli (MSHDA) <ChantJ2@michigan.gov>
Sent: Tuesday, October 29, 2024 1:01 PM
To: Szczypka, Kaitlyn
Cc: Knizacky, Fabian
Subject: RE: Mason County Question | Budget - Switch Admin Funds to Rehab

CAUTION: This email originated outside of Mason County's networks. Do not click links, reply or open attachments unless you have verified its authenticity.

Good afternoon – we would be happy to honor this request, but think it may be worth having future discussions. I know you have applied for MIN 2.0 and this may be something that we can incorporate the two, and/or provide additional funds based on available CDBG dollars.

Juli K. Chant
CDBG Specialist | Neighborhood Development Division

Michigan State Housing Development Authority (MSHDA)
Address: 735 E. Michigan Avenue, Lansing, MI 48912
Office: 517-335-7520
Web: [Michigan.gov/MSHDA](https://michigan.gov/MSHDA)
Available M-F 7:30 am to 4:00 pm

Get personalized voter information on early voting and other topics at Michigan.gov/Vote.

From: Szczypka, Kaitlyn <kszczypka@masoncounty.net>
Sent: Tuesday, October 29, 2024 9:02 AM
To: Chant, Juli (MSHDA) <ChantJ2@michigan.gov>
Cc: Knizacky, Fabian <fknizacky@masoncounty.net>
Subject: Mason County Question | Budget - Switch Admin Funds to Rehab

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Mornig Juli!

Due to our overwhelming response of homeowners applying to the CHILL program, we are wondering if we could switch the \$90,000 that we budgeted for admin activities to rehab? Let us know if this would work and how the process would play out.

Thanks for all your help! Have a great day.

Best,

Kaitlyn Szczypka

Mason County Deputy Administrator

3300 W. US 10 Highway
Ludington, MI 49431
517-843-7999