



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, April 05, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. PUBLIC COMMENT
Designated for topics on the agenda only.
- G. EMPLOYEE RECOGNITION
- H. PRESENTATION AND REPORTS
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the March 15, 2023 Regular Meeting Minutes 1
- J. AGENDA ITEMS
 - 1. Purchase Request for Activation of Jail Radios (*Finance 03/22/2023*)..... 4
 - 2. Resolution 23-10 Opiate Litigation Settlement and Agreements (*Finance 03/22/2023*) 8
 - 3. Memorandum of Agreement – School Resource Officer (*HR/PS 03/28/2023*)..... 58
 - 4. Advanced Correctional Healthcare Amended Agreement..... 68
 - 5. Purchase Request for Sheriff’s Office Vehicle 82
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
 - 1. Prosecuting Attorney Monthly Report (*February 2023*) 84
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, March 15, 2023

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Jason Mitchell, Michael Musta, Ben Townsend, Kathy Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- None

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Added – J.3. Amendment to Boon Sports Management Agreement

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda, as amended.

All in Favor.

Public Comment- Carrie Zeigler, a peer recovery coach for CHS. Ms. Zeigler wanted to explain why she feels that the Narcan vending machine is an important, lifesaving resource to have in our community. Drug overdoses do not always happen between the hours of 9 to 5, having the lifesaving drugs available after hours would be very beneficial to our community. Oftentimes it is the drug addicts loved ones who are collecting the Narcan to have available.

Employee Recognition- *None.*

Presentation and Reports- *None.*

Consent Agenda

1. Approval of the March 1, 2023 Regular Meeting Minutes

MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Resolution 23-09 Narcan Vending Machines at DHD #10

MOTION by Comm Musta, seconded by Comm Theobald to approve Resolution 23-09 Narcan Vending Machine at District Health Department #10.

Commissioner Townsend asked for input to better understand the need for the Narcan vending machine as he disagrees that it does enable use of drugs. Commissioner Baughan stated that he has never had to personally administer Narcan, but has been on

different calls in an EMT capacity and has witnessed it being used. He has seen situations where multiple doses had to be administered and stated that some of the patients have been combative when the life saving medicine works. Commissioner Potter is not opposed to Narcan and stated that it helps more people than just the drug addicts or individual who overdosed. Lieutenant McDaniel stocks the Narcan vending machine inside the Sheriff's office. It has been in place for 1 ½ years and has 24-hour access. He estimates that 230 kits have been procured through that one vending machine.

Roll Call: Motion passed 8-1 with Commissioner Townsend voting against the motion.

2. Advanced Correctional Healthcare Agreement

MOTION by Comm Adams, seconded by Comm Theobald to approve the Advanced Correctional Healthcare Inc. Agreement and the corresponding Business Associate Agreement and authorize the Chairman to sign on behalf of the County.

Lieutenant McDaniels stated that our hands are tied as far as the ACH contract. There are no other vendors offering those services in the State of Michigan.

Roll Call: Motion passed 9-0.

3. Amendment to Boon Sports Management Agreement

MOTION by Comm Theobald, seconded by Comm Baughan to approve the presented amendment to the Boon Sports Management Agreement and authorize the Chairman to sign on behalf of the County.

Administrator Bigger stated that the original agreement did not include insurance to cover the phone systems. With this amendment the phone systems will be covered.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Bigger stated that Wexford/Missaukee ISD is working with the Sheriff's office to place a school resource officer. TKS is quoting security cameras to be installed in the elevator at the courthouse.

Correspondence- *None.*

Public Comments- *None*

Liaison Reports-

Commissioner Townsend attended the Friends of the Library board meeting.

Commissioner Theobald received correspondence from DHHS and sent an update via email.

Commissioner Baughan attended the Wexford County School Safety meeting.

Commissioner Potter said to expect complaints regarding the Road Commission. DEQ/EGLE added restrictions, starting in April, to the brining process. Many sections of road will no longer be able to have brine spread as well as not being able to spread any when the temperature goes under 20 degrees. Currently the only replacement is very expensive, and the County does not have the available funds to afford the replacements.

Board Comments- *None.*

Chairman's Comments-

Thanked everyone for attending the meeting.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn.

All in favor.

Gary Taylor, Chairperson

Ashley Hackert, Deputy Clerk



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Monday, March 13, 2023

Mr. Joe Porterfield and Mrs. Jami Bigger

Wexford County Administrator

437 East Division Street

Cadillac, MI 49601

Re: Purchase Order State of Michigan Dept. of Technology, Management, and Budget

Dear Mr. Porterfield and Mrs. Bigger,

The Wexford County Sheriff's Office Jail is requesting a purchase order for the invoice payment of the activation of the 26 new Jail radios purchased from Motorola with PO #23-3097. The activation fee is a separate fee from the State of Michigan to activate the new radios in the State Trunking System and could not be included in the quote from Tele-Rad for the purchase order of the new radios.

26 Motorola APX 900 Radios at \$250.00 per radio Total: \$6500.00

Funds for this purchase will be procured from line item 101.351.802.00

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lt. Micheal McDaniel', is written over the signature line.

Lt. Micheal McDaniel

COUNTY OF WEXFORD

Administration
437 E. Division St.
Cadillac, MI 49601
(231) 779 - 9453

PURCHASE

ORDER

23-3109

PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS, & PACKAGES

Sold By:

State of Michigan
Dept of Technology, Management, and Budget
P.O. Box 30681
Lansing, MI 48909
517-335-7850
parsonsr3@michigan.gov

Requested By:

Wexford County Sheriff Office
Lt. Richard Denison/Lt. Mike McDaniel
971 Lincoln St.
Cadillac, MI 49601

**Requested Purchase Order
Date:03/29/2023**

Account Line Item #:101-351-802.00

**Quote/Invoice Number: 23-
000289**

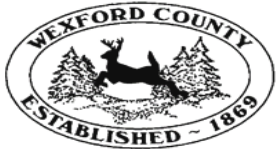
| QTY ORDERED | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------------|------------------|------------|------------|
| 26 | Radio Activation | \$250.00 | \$6,500.00 |
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| Grand Total: | | | \$6,500.00 |

CONDITIONS: GOODS ARE SUBJECT TO INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND FULLY. IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFICATION MUST BE PROMPT.

AUTHORIZING PURCHASING AGENT:

Gary Taylor, Chair - Wexford County Board of Commissioners

Copies:
Requestor
Administration Office
Clerk's Office





STATE OF MICHIGAN
 MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET



Payment of this invoice continues your two-way 800 MHz radio service on Michigan's Public Safety Communications System. Your participation strengthens emergency communication across the state. Together, we provide a strong, reliable communications resource to Michigan's first responders.

Richard Denison
 820 S.Carmel St
 Cadillac, MICHIGAN 49601

Doc. Type:
MPSCS Invoice #:
Account:
Invoice Date:

Invoice
23-000289
83-010
2023-02-16

ACCOUNT SUMMARY

| | |
|--|-------------------|
| Previous Balance: | \$0.00 |
| Less Payments: | \$0.00 |
| Adjustments: | \$0.00 |
| Plus New Charges: | \$6,500.00 |
| Outstanding Balance - PAY THIS AMOUNT | \$6,500.00 |

NEW ACTIVATION FEES

| Service Level | # Radios | Activation Period | Rate | Amount |
|------------------------|----------|-------------------------|--------|------------|
| ACTIVATION | 26 | 02/09/2023 - 02/15/2023 | 250.00 | \$6,500.00 |
| Total Activation Fees: | | | | \$6,500.00 |

Total New Charges: \$6,500.00

For the most secure, convenient, and accurate payment method visit
<https://www.thepayplace.com/mi/dtmb/mpscs> 24 hours a day, 7 days a week.

This secure website allows you to pay your MPSCS invoice using your credit/debit card (MasterCard, Visa or Discover) or e-check.

Or SEND THIS INVOICE PAGE, With Payment To:
 State of Michigan
 Dept. of Technology, Management, and Budget
 P.O. Box 30681 Lansing, MI 48909

Payment is due within 30 days of invoice date. Attached is a detailed list of services provided.
Billing Inquiries: Robert Parsons Phone: 517-335-7850 Email: parsonsr3@michigan.gov
 Add/Change/Discontinue service: Radio Programming Unit Phone: 517.333.2720 Email: MPSCS-RPU@michigan.gov

MPSCS Invoice #: 23-000289

MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM

Activation Detail

Richard Denison
820 S.Carmel St
Cadillac, MICHIGAN 49601

Doc. Type:
MPSCS Invoice #:
Account:
Invoice Date:

Invoice
23-000289
83-010
2023-02-16

| Contract | Activation # | Equip S/N | Start up Date | Rate | Inv Cost |
|-----------------|---------------------|------------------|----------------------|-------------|-----------------|
| 83-010 | 9833232 | MOT-837CZB1515 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833234 | MOT-837CZB1516 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833236 | MOT-837CZB1517 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833240 | MOT-837CZB1518 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833242 | MOT-837CZB1519 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833244 | MOT-837CZB1520 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833246 | MOT-837CZB1521 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833248 | MOT-837CZB1522 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833250 | MOT-837CZB1523 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833430 | MOT-837CZB1524 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833432 | MOT-837CZB1525 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833434 | MOT-837CZB1526 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833436 | MOT-837CZB1527 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833438 | MOT-837CZB1528 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833440 | MOT-837CZB1529 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833442 | MOT-837CZB1530 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833444 | MOT-837CZB1531 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833446 | MOT-837CZB1532 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833448 | MOT-837CZB1533 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833450 | MOT-837CZB1534 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833452 | MOT-837CZB1535 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833454 | MOT-837CZB1536 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833456 | MOT-837CZB1537 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833458 | MOT-837CZB1538 | 02/10/2023 | ACTIVATION | \$250.00 |
| 83-010 | 9833460 | MOT-837CZB1539 | 02/10/2023 | ACTIVATION | \$250.00 |

SUBSCRIBER RATES:

TEMPLATE, ARCHIVE PROGRAMMING RATES:

"ACTIVATION" (Radio Activation) = \$250.00

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan, on the fifth day of April 2023 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 23-10
RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN
PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION
AND ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT
CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS**

WHEREAS, Wexford County filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Teva Pharmaceuticals Industries Ltd. (a prescription opioids manufacturer);
2. Allergan Finance, LLC (a prescription opioids manufacturer);
3. CVS Health Corp. and CVS Pharmacy, Inc. (a prescription opioids distributor); and
4. Walmart, Inc. (a prescription opioids distributor);

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

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

1. An agreement to pay (a) up to \$3.34 billion over the next 13 years by Teva; (b) up to \$2.02 billion over 7 years by Allergan; (c) \$4.9 billion over the next ten years by CVS; and (d) \$2.74 billion within six years by Walmart. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance;
2. An agreement by Teva and Allergan to abide by strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on (a) promotion and lobbying; (b) rewarding or disciplining employees based on volume of opioid sales; and (c) funding or grants to third parties; and
3. An agreement by CVS and Walmart to implement changes in how they handle opioids, including requirements addressing: their compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

AND WHEREAS, Wexford County previously executed Participation Agreements for the Distributor and Janssen Settlements, which have conferred and continue to confer valuable benefits;

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

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

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

AND WHEREAS, Wexford County desires to enter into an alternative allocation method which allocates settlement funds on a 50/50 basis to:

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

AND WHEREAS, Wexford County previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, which allocated funds attributed to the State of Michigan in a streamlined and equitable manner;

NOW THEREFORE, Wexford County authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as Exhibit A to this resolution.

Wexford County also authorizes the execution of a new Michigan State-Subdivision Agreement For Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution.

Wexford County also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

For the avoidance of doubt, Wexford County also authorizes its continued participation in the Distributor Settlement Agreement, the Janssen Settlement Agreement, and the Michigan State-Subdivision Agreement for the Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, all previously executed.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Ashley Hackert, Deputy County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 23-10 adopted by the Board of Commissioners of Wexford County at a regular meeting held on April 05, 2023, and I further certify that public notice of such meeting was given as provided by law.

Ashley Hackert, Deputy County Clerk

Exhibit K
Subdivision and Special District Settlement Participation Form

| | |
|---------------------|--------|
| Governmental Entity | State: |
| Authorized Official | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K¹

Subdivision Participation and Release Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding (“MOU”):

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. “Actual Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- D. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:
- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
 - b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
 - c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
 - d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
 - e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
 - f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.
10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|-----------------------------|-----------------------------|
| Ada Township | 0.0043760292% |
| Adrian City | 0.0339626660% |
| Alcona County | 0.0934630120% |
| Alger County | 0.0879526161% |
| Algoma Township | 0.0017535337% |
| Allegan County | 0.4616561194% |
| Allen Park City | 0.0642202609% |
| Allendale Charter Township | 0.0046474905% |
| Alpena County | 0.3552568075% |
| Alpine Charter Township | 0.0015193823% |
| Ann Arbor City | 0.2767977793% |
| Antrim County | 0.2666726546% |
| Antwerp Township | 0.0007847494% |
| Arenac County | 0.1805504891% |
| Auburn Hills City | 0.0703250556% |
| Bangor Charter Township | 0.0065282392% |
| Baraga County | 0.0830046065% |
| Barry County | 0.2587191476% |
| Bath Charter Township | 0.0321460332% |
| Battle Creek City | 0.2045817057% |
| Bay City | 0.0685863654% |
| Bay County | 1.2330105691% |
| Bedford Township | 0.0246542442% |
| Benton Charter Township | 0.0542117185% |
| Benzie County | 0.1559709002% |
| Berkley City | 0.0214483383% |
| Berrien County | 1.4353012866% |
| Beverly Hills Village | 0.0274893432% |
| Big Rapids City | 0.0146444451% |
| Birmingham City | 0.0616071651% |
| Bloomfield Charter Township | 0.1431441040% |
| Branch County | 0.3823020966% |
| Brandon Charter Township | 0.0178348199% |
| Brighton Township | 0.0006049341% |
| Brownstown Charter Township | 0.0618601336% |

| Local Government | Final Allocation Percentage |
|-------------------------------|------------------------------------|
| Burton City | 0.0198287415% |
| Byron Township | 0.0085803473% |
| Cadillac City | 0.0592857184% |
| Caledonia Charter Township | 0.0027577830% |
| Calhoun County | 1.8505476605% |
| Cannon Township | 0.0033093395% |
| Canton Charter Township | 0.2635381672% |
| Cascade Charter Township | 0.0121186350% |
| Cass County | 0.4127455392% |
| Charlevoix County | 0.2142858041% |
| Cheboygan County | 0.3167238809% |
| Chesterfield Charter Township | 0.1262511644% |
| Chippewa County | 0.2680205692% |
| Clare County | 0.2799817433% |
| Clawson City | 0.0139497332% |
| Clinton Charter Township | 0.6524317943% |
| Clinton County | 0.5402669012% |
| Coldwater City | 0.0077283577% |
| Commerce Charter Township | 0.0198854362% |
| Comstock Charter Township | 0.0084518668% |
| Cooper Charter Township | 0.0009590766% |
| Crawford County | 0.2886253251% |
| Davison Township | 0.0088446355% |
| Dearborn City | 0.2996583319% |
| Dearborn Heights City | 0.1053620175% |
| Delhi Charter Township | 0.0196753105% |
| Delta Charter Township | 0.0405538922% |
| Delta County | 0.2604485158% |
| Detroit City | 7.1316532282% |
| Dewitt Charter Township | 0.0367701778% |
| Dickinson County | 0.2772929170% |
| East Bay Township | 0.0014646767% |
| East Grand Rapids City | 0.0207354059% |
| East Lansing City | 0.1928773141% |
| Eastpointe City | 0.1677249820% |
| Eaton County | 1.0040382409% |
| Egelston Township | 0.0059203305% |
| Emmet County | 0.1813256578% |
| Emmett Charter Township | 0.0081390406% |

| Local Government | Final Allocation Percentage |
|-------------------------------|------------------------------------|
| Escanaba City | 0.0181020848% |
| Farmington City | 0.0220247278% |
| Farmington Hills City | 0.1651189520% |
| Fenton Charter Township | 0.0018526954% |
| Fenton City | 0.0479607189% |
| Ferndale City | 0.0891131349% |
| Flat Rock City | 0.0171781967% |
| Flint Charter Township | 0.0255754903% |
| Flint City | 2.9548125615% |
| Flushing Charter Township | 0.0037431147% |
| Fort Gratiot Charter Township | 0.0094416381% |
| Fraser City | 0.0800906838% |
| Frenchtown Charter Township | 0.0488838534% |
| Fruitport Charter Township | 0.0129270962% |
| Gaines Township, Kent County | 0.0089914131% |
| Garden City | 0.0360229820% |
| Garfield Charter Township | 0.0004066570% |
| Genesee Charter Township | 0.0129462245% |
| Genesee County | 2.0590679068% |
| Genoa Township | 0.0000756167% |
| Georgetown Charter Township | 0.0072026921% |
| Gladwin County | 0.2150307736% |
| Gogebic County | 0.0746722684% |
| Grand Blanc Charter Township | 0.0209833611% |
| Grand Haven Charter Township | 0.0112761850% |
| Grand Haven City | 0.0347728914% |
| Grand Rapids Charter Township | 0.0037568289% |
| Grand Rapids City | 1.3440310108% |
| Grand Traverse County | 0.9233801980% |
| Grandville City | 0.0278015743% |
| Gratiot County | 0.3525172203% |
| Green Oak Township | 0.0321695305% |
| Grosse Ile Township | 0.0214222891% |
| Grosse Pointe Park City | 0.0283111539% |
| Grosse Pointe Woods City | 0.0201749251% |
| Hamburg Township | 0.0339303208% |
| Hamtramck City | 0.1082345398% |
| Harper Woods City | 0.0302106475% |
| Harrison Charter Township | 0.1242049355% |

| Local Government | Final Allocation Percentage |
|-------------------------------|------------------------------------|
| Hartland Township | 0.0002916646% |
| Hazel Park City | 0.0439995757% |
| Highland Charter Township | 0.0175909627% |
| Highland Park City | 0.0233942274% |
| Hillsdale County | 0.4179678350% |
| Holland Charter Township | 0.0174327221% |
| Holland City | 0.0989468652% |
| Holly Township | 0.0024496552% |
| Houghton County | 0.2492720157% |
| Huron Charter Township | 0.0404726923% |
| Huron County | 0.1750661517% |
| Independence Charter Township | 0.0493200938% |
| Ingham County | 2.3910807430% |
| Inkster City | 0.0997567285% |
| Ionia City | 0.0268462855% |
| Ionia County | 0.5494312513% |
| Iosco County | 0.3597973006% |
| Iron County | 0.1234778975% |
| Iron Mountain City | 0.0102890430% |
| Isabella County | 0.6406629239% |
| Jackson City | 0.1975961131% |
| Jackson County | 0.6486601285% |
| Kalamazoo Charter Township | 0.0310860965% |
| Kalamazoo City | 0.2263063196% |
| Kalamazoo County | 2.2227072398% |
| Kalkaska County | 0.0983797692% |
| Kent County | 3.1145250537% |
| Kentwood City | 0.0850489860% |
| Keweenaw County | 0.0040439910% |
| Lake County | 0.0815750848% |
| Lansing City | 0.5944941436% |
| Lapeer County | 0.4730735299% |
| Leelanau County | 0.1385869500% |
| Lenawee County | 0.8823792954% |
| Lenox Township | 0.0066875918% |
| Leoni Township | 0.0054332410% |
| Lincoln Charter Township | 0.0106649534% |
| Lincoln Park City | 0.0949381273% |
| Livingston County | 1.4976536818% |

| Local Government | Final Allocation Percentage |
|------------------------------------|------------------------------------|
| Livonia City | 0.4479740966% |
| Luce County | 0.0715137352% |
| Lyon Charter Township | 0.0036024341% |
| Mackinac County | 0.0543490033% |
| Macomb County | 8.6511046551% |
| Macomb Township | 0.0646503489% |
| Madison Heights City | 0.0862367299% |
| Manistee County | 0.3495468254% |
| Marion Township, Livingston County | 0.0001188263% |
| Marquette City | 0.0187316345% |
| Marquette County | 0.6035274193% |
| Mason County | 0.2785770312% |
| Mecosta County | 0.1984658748% |
| Melvindale City | 0.0310542941% |
| Menominee County | 0.0944228353% |
| Meridian Charter Township | 0.0423078149% |
| Midland City | 0.1806420880% |
| Midland County | 0.3217601862% |
| Milford Charter Township | 0.0038407489% |
| Missaukee County | 0.0599227243% |
| Monitor Charter Township | 0.0026396387% |
| Monroe Charter Township | 0.0071543602% |
| Monroe City | 0.1256002278% |
| Monroe County | 1.7154393930% |
| Montcalm County | 0.6957834128% |
| Montmorency County | 0.0985848161% |
| Mount Clemens City | 0.0300567479% |
| Mount Morris Charter Township | 0.0148781594% |
| Mount Pleasant City | 0.0213788564% |
| Mundy Charter Township | 0.0090106554% |
| Muskegon Charter Township | 0.0215634933% |
| Muskegon City | 0.1044619233% |
| Muskegon County | 1.9100374032% |
| Muskegon Heights City | 0.0299042116% |
| New Baltimore City | 0.0287085237% |
| Newaygo County | 0.5231812721% |
| Niles City | 0.0348555605% |
| Niles Township | 0.0128680285% |
| Northville Charter Township | 0.0937410512% |

| Local Government | Final Allocation Percentage |
|------------------------------|------------------------------------|
| Norton Shores City | 0.0419374121% |
| Novi City | 0.0875890282% |
| Oak Park City | 0.0620117462% |
| Oakland Charter Township | 0.0163938462% |
| Oakland County | 5.8535727114% |
| Oceana County | 0.2437642147% |
| Oceola Township | 0.0002160479% |
| Ogemaw County | 0.6231253016% |
| Ontonagon County | 0.0564870884% |
| Orion Charter Township | 0.0289580279% |
| Osceola County | 0.2155121864% |
| Oscoda County | 0.0586611524% |
| Oshtemo Charter Township | 0.0074328492% |
| Otsego County | 0.3179205988% |
| Ottawa County | 0.8861345094% |
| Owosso City | 0.0358761118% |
| Oxford Charter Township | 0.0131849087% |
| Park Township, Ottawa County | 0.0041475564% |
| Pittsfield Charter Township | 0.0284820374% |
| Plainfield Charter Township | 0.0087988887% |
| Plymouth Charter Township | 0.0369908346% |
| Pontiac City | 0.3368814739% |
| Port Huron Charter Township | 0.0086247881% |
| Port Huron City | 0.1557098020% |
| Portage City | 0.0586895466% |
| Presque Isle County | 0.1629846795% |
| Redford Charter Township | 0.1266652554% |
| Riverview City | 0.0288390774% |
| Rochester City | 0.0238536559% |
| Rochester Hills City | 0.0403860572% |
| Romulus City | 0.1043054582% |
| Roscommon County | 0.4301836680% |
| Roseville City | 0.2553592802% |
| Royal Oak City | 0.1551263540% |
| Saginaw Charter Township | 0.0413527002% |
| Saginaw City | 0.2574050901% |
| Saginaw County | 1.8052764386% |
| Sanilac County | 0.3884585223% |
| Sault Ste. Marie City | 0.1102861730% |

| Local Government | Final Allocation Percentage |
|---|------------------------------------|
| Schoolcraft County | 0.0471801158% |
| Scio Charter Township | 0.0030790141% |
| Shelby Charter Township | 0.3026860745% |
| Shiawassee County | 0.8126041030% |
| South Lyon City | 0.0154738400% |
| Southfield City | 0.2350837642% |
| Southfield Township | 0.0000665064% |
| Southgate City | 0.0530873036% |
| Spring Lake Township | 0.0062120900% |
| Springfield Charter Township | 0.0026713434% |
| St Clair County | 2.2355271010% |
| St Joseph County | 0.2548942158% |
| St. Clair Shores City | 0.2031104044% |
| Sterling Heights City | 1.0536459782% |
| Sturgis City | 0.0358119958% |
| Summit Township, Jackson County | 0.0087972622% |
| Superior Charter Township | 0.0072444420% |
| Taylor City | 0.2249624195% |
| Texas Charter Township | 0.0031110081% |
| Thomas Township | 0.0075956313% |
| Traverse City | 0.0694748751% |
| Trenton City | 0.0287924922% |
| Troy City | 0.1410325234% |
| Tuscola County | 0.4964109876% |
| Tyrone Township, Livingston County | 0.0057576762% |
| Union Charter Township | 0.0000306095% |
| Van Buren Charter Township | 0.0769291491% |
| Van Buren County | 0.4558652989% |
| Vienna Charter Township, Genesee County | 0.0051656581% |
| Walker City | 0.0344878971% |
| Warren City | 1.3154129040% |
| Washington Township, Macomb County | 0.0483326054% |
| Washtenaw County | 2.6615292034% |
| Waterford Charter Township | 0.1306353444% |
| Wayne City | 0.0938477712% |
| Wayne County | 11.4087527346% |
| West Bloomfield Charter Township | 0.1567169672% |
| Westland City | 0.3653116491% |
| Wexford County | 0.3345381450% |

Exhibit A - Final Allocation Percentage

| Local Government | Final Allocation Percentage |
|---------------------------------------|------------------------------------|
| White Lake Charter Township | 0.0349824061% |
| Wixom City | 0.0220746076% |
| Woodhaven City | 0.0341752498% |
| Wyandotte City | 0.0583665385% |
| Wyoming City | 0.1526406854% |
| Ypsilanti Charter Township | 0.0345854854% |
| Ypsilanti City | 0.0536952762% |
| Zeeland Charter Township | 0.0036753989% |
| Blackman Charter Township | 0.0000000000% |
| Detroit Wayne Mental Health Authority | 0.0000000000% |
| Total | 100.0000000000% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-----------------------------|-----------------------------------|
| Ada Township | 0.0073233482% |
| Adrian City | 0.0568370128% |
| Alcona County | 0.0834491179% |
| Alger County | 0.0785291215% |
| Algoma Township | 0.0029345640% |
| Allegan County | 0.7725881935% |
| Allen Park City | 0.1074735355% |
| Allendale Charter Township | 0.0077776425% |
| Alpena County | 0.3171935781% |
| Alpine Charter Township | 0.0025427083% |
| Ann Arbor City | 0.4632250874% |
| Antrim County | 0.2381005845% |
| Antwerp Township | 0.0013132895% |
| Arenac County | 0.1612057938% |
| Auburn Hills City | 0.1176899978% |
| Bangor Charter Township | 0.0109251027% |
| Baraga County | 0.0741112558% |
| Barry County | 0.4329702358% |
| Bath Charter Township | 0.0537968516% |
| Battle Creek City | 0.3423704436% |
| Bay City | 0.1147802745% |
| Bay County | 1.1009022938% |
| Bedford Township | 0.0412592343% |
| Benton Charter Township | 0.0907240950% |
| Benzie County | 0.1392597323% |
| Berkley City | 0.0358941044% |
| Berrien County | 1.2815190059% |
| Beverly Hills Village | 0.0460038135% |
| Big Rapids City | 0.0245076907% |
| Birmingham City | 0.1031004819% |
| Bloomfield Charter Township | 0.2395537286% |
| Branch County | 0.3413411577% |
| Brandon Charter Township | 0.0298468290% |
| Brighton Township | 0.0010123659% |
| Brownstown Charter Township | 0.1035238283% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-------------------------------|--|
| Burton City | 0.0331836857% |
| Byron Township | 0.0143593354% |
| Cadillac City | 0.0992155073% |
| Caledonia Charter Township | 0.0046151897% |
| Calhoun County | 1.6522746969% |
| Cannon Township | 0.0055382276% |
| Canton Charter Township | 0.2353019350% |
| Cascade Charter Township | 0.0202807109% |
| Cass County | 0.3685228029% |
| Charlevoix County | 0.1913266108% |
| Cheboygan County | 0.2827891794% |
| Chesterfield Charter Township | 0.2112831498% |
| Chippewa County | 0.2393040796% |
| Clare County | 0.4685534972% |
| Clawson City | 0.0233450803% |
| Clinton Charter Township | 0.5825283878% |
| Clinton County | 0.4823811618% |
| Coldwater City | 0.0129335184% |
| Commerce Charter Township | 0.0332785651% |
| Comstock Charter Township | 0.0141443213% |
| Cooper Charter Township | 0.0016050286% |
| Crawford County | 0.2577011831% |
| Davison Township | 0.0148016255% |
| Dearborn City | 0.5014825529% |
| Dearborn Heights City | 0.1763248603% |
| Delhi Charter Township | 0.0329269168% |
| Delta Charter Township | 0.0678675252% |
| Delta County | 0.2325433177% |
| Detroit City | 6.3675475252% |
| Dewitt Charter Township | 0.0615354244% |
| Dickinson County | 0.2475829616% |
| East Bay Township | 0.0024511576% |
| East Grand Rapids City | 0.0347010017% |
| East Lansing City | 0.1722118876% |
| Eastpointe City | 0.2806901834% |
| Eaton County | 0.8964627151% |
| Egelston Township | 0.0099077587% |
| Emmet County | 0.3034511111% |
| Emmett Charter Township | 0.0136208021% |

| Local Government | Preliminary Allocation Percentage |
|-------------------------------|--|
| Escanaba City | 0.0161625757% |
| Farmington City | 0.0368587005% |
| Farmington Hills City | 0.2763289545% |
| Fenton Charter Township | 0.0031005125% |
| Fenton City | 0.0802629568% |
| Ferndale City | 0.1491321203% |
| Flat Rock City | 0.0287479606% |
| Flint Charter Township | 0.0428009530% |
| Flint City | 2.6382255013% |
| Flushing Charter Township | 0.0062641566% |
| Fort Gratiot Charter Township | 0.0158007179% |
| Fraser City | 0.1340329179% |
| Frenchtown Charter Township | 0.0818078358% |
| Fruitport Charter Township | 0.0216336824% |
| Gaines Township, Kent County | 0.0150472599% |
| Garden City | 0.0602849815% |
| Garfield Charter Township | 0.0006805464% |
| Genesee Charter Township | 0.0216656939% |
| Genesee County | 1.8384534882% |
| Genoa Township | 0.0001265457% |
| Georgetown Charter Township | 0.0120538094% |
| Gladwin County | 0.3598571100% |
| Gogebic County | 0.1249651212% |
| Grand Blanc Charter Township | 0.0351159584% |
| Grand Haven Charter Township | 0.0188708587% |
| Grand Haven City | 0.0581929367% |
| Grand Rapids Charter Township | 0.0062871075% |
| Grand Rapids City | 1.2000276882% |
| Grand Traverse County | 0.8244466054% |
| Grandville City | 0.0465263367% |
| Gratiot County | 0.3147475181% |
| Green Oak Township | 0.0538361746% |
| Grosse Ile Township | 0.0358505107% |
| Grosse Pointe Park City | 0.0473791255% |
| Grosse Pointe Woods City | 0.0337630289% |
| Hamburg Township | 0.0567828826% |
| Hamtramck City | 0.1811320680% |
| Harper Woods City | 0.0505579556% |
| Harrison Charter Township | 0.1108972638% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-------------------------------|--|
| Hartland Township | 0.0004881050% |
| Hazel Park City | 0.0736339264% |
| Highland Charter Township | 0.0294387306% |
| Highland Park City | 0.0391505779% |
| Hillsdale County | 0.3731855670% |
| Holland Charter Township | 0.0291739126% |
| Holland City | 0.1655890102% |
| Holly Township | 0.0040995334% |
| Houghton County | 0.2225642997% |
| Huron Charter Township | 0.0361363324% |
| Huron County | 0.2929757372% |
| Independence Charter Township | 0.0825378903% |
| Ingham County | 2.1348935205% |
| Inkster City | 0.1669443281% |
| Ionia City | 0.0449276471% |
| Ionia County | 0.4905636172% |
| Iosco County | 0.3212475898% |
| Iron County | 0.1102481228% |
| Iron Mountain City | 0.0091866455% |
| Isabella County | 0.5720204678% |
| Jackson City | 0.1764251010% |
| Jackson County | 1.0855421077% |
| Kalamazoo Charter Township | 0.0520230321% |
| Kalamazoo City | 0.3787268993% |
| Kalamazoo County | 1.9845600355% |
| Kalkaska County | 0.1646399668% |
| Kent County | 2.7808259408% |
| Kentwood City | 0.1423307082% |
| Keweenaw County | 0.0067676775% |
| Lake County | 0.0728348971% |
| Lansing City | 0.5307983425% |
| Lapeer County | 0.7916953951% |
| Leelanau County | 0.1237383482% |
| Lenawee County | 0.7878386566% |
| Lenox Township | 0.0111917816% |
| Leoni Township | 0.0090926074% |
| Lincoln Charter Township | 0.0178479538% |
| Lincoln Park City | 0.1588803292% |
| Livingston County | 1.3371907873% |

| Local Government | Preliminary Allocation Percentage |
|------------------------------------|--|
| Livonia City | 0.3999768720% |
| Luce County | 0.0638515493% |
| Lyon Charter Township | 0.0060287256% |
| Mackinac County | 0.0909538431% |
| Macomb County | 7.7242005849% |
| Macomb Township | 0.1081932941% |
| Madison Heights City | 0.1443184148% |
| Manistee County | 0.3120953798% |
| Marion Township, Livingston County | 0.0001988576% |
| Marquette City | 0.0313476613% |
| Marquette County | 0.5388637672% |
| Mason County | 0.2487294921% |
| Mecosta County | 0.3321355122% |
| Melvindale City | 0.0519698104% |
| Menominee County | 0.1580179806% |
| Meridian Charter Township | 0.0708027402% |
| Midland City | 0.3023071472% |
| Midland County | 0.5384703258% |
| Milford Charter Township | 0.0064275489% |
| Missaukee County | 0.1002815458% |
| Monitor Charter Township | 0.0044174736% |
| Monroe Charter Township | 0.0119729252% |
| Monroe City | 0.2101937979% |
| Monroe County | 1.5316423152% |
| Montcalm County | 0.6212351900% |
| Montmorency County | 0.0880221572% |
| Mount Clemens City | 0.0503004024% |
| Mount Morris Charter Township | 0.0248988150% |
| Mount Pleasant City | 0.0357778255% |
| Mundy Charter Township | 0.0150794621% |
| Muskegon Charter Township | 0.0360868180% |
| Muskegon City | 0.1748185396% |
| Muskegon County | 1.7053905386% |
| Muskegon Heights City | 0.0500451306% |
| New Baltimore City | 0.0480441296% |
| Newaygo County | 0.4671261358% |
| Niles City | 0.0583312847% |
| Niles Township | 0.0215348319% |
| Northville Charter Township | 0.0836973671% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|------------------------------|--|
| Norton Shores City | 0.0701828658% |
| Novi City | 0.1465815056% |
| Oak Park City | 0.1037775542% |
| Oakland Charter Township | 0.0274353387% |
| Oakland County | 5.2264042066% |
| Oceana County | 0.2176466203% |
| Oceola Township | 0.0003615593% |
| Ogemaw County | 0.5563618764% |
| Ontonagon County | 0.0504349004% |
| Orion Charter Township | 0.0484616785% |
| Osceola County | 0.1924215950% |
| Oscoda County | 0.0981702870% |
| Oshtemo Charter Township | 0.0124389806% |
| Otsego County | 0.2838576775% |
| Ottawa County | 1.4829589190% |
| Owosso City | 0.0600391920% |
| Oxford Charter Township | 0.0220651355% |
| Park Township, Ottawa County | 0.0069409957% |
| Pittsfield Charter Township | 0.0254303905% |
| Plainfield Charter Township | 0.0147250675% |
| Plymouth Charter Township | 0.0619046968% |
| Pontiac City | 0.3007870303% |
| Port Huron Charter Township | 0.0144337077% |
| Port Huron City | 0.2605826060% |
| Portage City | 0.0982178051% |
| Presque Isle County | 0.1455220353% |
| Redford Charter Township | 0.2119761371% |
| Riverview City | 0.0482626131% |
| Rochester City | 0.0399194381% |
| Rochester Hills City | 0.0675866509% |
| Romulus City | 0.0931298734% |
| Roscommon County | 0.3840925607% |
| Roseville City | 0.4273474490% |
| Royal Oak City | 0.2596061973% |
| Saginaw Charter Township | 0.0692043420% |
| Saginaw City | 0.4307711416% |
| Saginaw County | 1.6118539630% |
| Sanilac County | 0.3468379663% |
| Sault Ste. Marie City | 0.0984697973% |

| Local Government | Preliminary Allocation Percentage |
|---|--|
| Schoolcraft County | 0.0789566063% |
| Scio Charter Township | 0.0051527746% |
| Shelby Charter Township | 0.5065495239% |
| Shiawassee County | 0.7255393777% |
| South Lyon City | 0.0258956950% |
| Southfield City | 0.3934160797% |
| Southfield Township | 0.0001112995% |
| Southgate City | 0.0888423705% |
| Spring Lake Township | 0.0103960225% |
| Springfield Charter Township | 0.0044705319% |
| St Clair County | 1.9960063402% |
| St Joseph County | 0.4265691571% |
| St. Clair Shores City | 0.3399081996% |
| Sterling Heights City | 0.9407553377% |
| Sturgis City | 0.0599318930% |
| Summit Township, Jackson County | 0.0147223455% |
| Superior Charter Township | 0.0121236785% |
| Taylor City | 0.3764778630% |
| Texas Charter Township | 0.0052063171% |
| Thomas Township | 0.0127113988% |
| Traverse City | 0.0620311385% |
| Trenton City | 0.0481846521% |
| Troy City | 0.2360199679% |
| Tuscola County | 0.4432240961% |
| Tyrone Township, Livingston County | 0.0096355544% |
| Union Charter Township | 0.0000512255% |
| Van Buren Charter Township | 0.0686867403% |
| Van Buren County | 0.7628971716% |
| Vienna Charter Township, Genesee County | 0.0086448035% |
| Walker City | 0.0577159947% |
| Warren City | 1.1744758071% |
| Washington Township, Macomb County | 0.0808853142% |
| Washtenaw County | 2.3763653602% |
| Waterford Charter Township | 0.2186201385% |
| Wayne City | 0.0837926529% |
| Wayne County | 10.1863863702% |
| West Bloomfield Charter Township | 0.2622681115% |
| Westland City | 0.3261711153% |
| Wexford County | 0.2986947723% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|---------------------------------------|--|
| White Lake Charter Township | 0.0585435626% |
| Wixom City | 0.0369421752% |
| Woodhaven City | 0.0571927749% |
| Wyandotte City | 0.0976772465% |
| Wyoming City | 0.2554463949% |
| Ypsilanti Charter Township | 0.0578793100% |
| Ypsilanti City | 0.0898598214% |
| Zeeland Charter Township | 0.0061508332% |
| Blackman Charter Township | 0.0000000000% |
| Detroit Wayne Mental Health Authority | 0.0000000000% |
| Total | 100.0000000003% |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|-----------------------------|-----------------------------|
| Ada Township | |
| Adrian City | |
| Alcona County | Yes |
| Alger County | Yes |
| Algoma Township | |
| Allegan County | |
| Allen Park City | |
| Allendale Charter Township | |
| Alpena County | Yes |
| Alpine Charter Township | |
| Ann Arbor City | |
| Antrim County | Yes |
| Antwerp Township | |
| Arenac County | Yes |
| Auburn Hills City | |
| Bangor Charter Township | |
| Baraga County | Yes |
| Barry County | |
| Bath Charter Township | |
| Battle Creek City | |
| Bay City | |
| Bay County | Yes |
| Bedford Township | |
| Benton Charter Township | |
| Benzie County | Yes |
| Berkley City | |
| Berrien County | Yes |
| Beverly Hills Village | |
| Big Rapids City | |
| Birmingham City | |
| Bloomfield Charter Township | |
| Branch County | Yes |
| Brandon Charter Township | |
| Brighton Township | |
| Brownstown Charter Township | |

| Local Government | Litigating Local Government |
|-------------------------------|------------------------------------|
| Burton City | |
| Byron Township | |
| Cadillac City | |
| Caledonia Charter Township | |
| Calhoun County | Yes |
| Cannon Township | |
| Canton Charter Township | Yes |
| Cascade Charter Township | |
| Cass County | Yes |
| Charlevoix County | Yes |
| Cheboygan County | Yes |
| Chesterfield Charter Township | |
| Chippewa County | Yes |
| Clare County | |
| Clawson City | |
| Clinton Charter Township | Yes |
| Clinton County | Yes |
| Coldwater City | |
| Commerce Charter Township | |
| Comstock Charter Township | |
| Cooper Charter Township | |
| Crawford County | Yes |
| Davison Township | |
| Dearborn City | |
| Dearborn Heights City | |
| Delhi Charter Township | |
| Delta Charter Township | |
| Delta County | Yes |
| Detroit City | Yes |
| Dewitt Charter Township | |
| Dickinson County | Yes |
| East Bay Township | |
| East Grand Rapids City | |
| East Lansing City | Yes |
| Eastpointe City | |
| Eaton County | Yes |
| Egelston Township | |
| Emmet County | |
| Emmett Charter Township | |

| Local Government | Litigating Local Government |
|-------------------------------|-----------------------------|
| Escanaba City | Yes |
| Farmington City | |
| Farmington Hills City | |
| Fenton Charter Township | |
| Fenton City | |
| Ferndale City | |
| Flat Rock City | |
| Flint Charter Township | |
| Flint City | Yes |
| Flushing Charter Township | |
| Fort Gratiot Charter Township | |
| Fraser City | |
| Frenchtown Charter Township | |
| Fruitport Charter Township | |
| Gaines Township, Kent County | |
| Garden City | |
| Garfield Charter Township | |
| Genesee Charter Township | |
| Genesee County | Yes |
| Genoa Township | |
| Georgetown Charter Township | |
| Gladwin County | |
| Gogebic County | |
| Grand Blanc Charter Township | |
| Grand Haven Charter Township | |
| Grand Haven City | |
| Grand Rapids Charter Township | |
| Grand Rapids City | Yes |
| Grand Traverse County | Yes |
| Grandville City | |
| Gratiot County | Yes |
| Green Oak Township | |
| Grosse Ile Township | |
| Grosse Pointe Park City | |
| Grosse Pointe Woods City | |
| Hamburg Township | |
| Hamtramck City | |
| Harper Woods City | |
| Harrison Charter Township | Yes |

| Local Government | Litigating Local Government |
|-------------------------------|------------------------------------|
| Hartland Township | |
| Hazel Park City | |
| Highland Charter Township | |
| Highland Park City | |
| Hillsdale County | Yes |
| Holland Charter Township | |
| Holland City | |
| Holly Township | |
| Houghton County | Yes |
| Huron Charter Township | Yes |
| Huron County | |
| Independence Charter Township | |
| Ingham County | Yes |
| Inkster City | |
| Ionia City | |
| Ionia County | Yes |
| Iosco County | Yes |
| Iron County | Yes |
| Iron Mountain City | Yes |
| Isabella County | Yes |
| Jackson City | Yes |
| Jackson County | |
| Kalamazoo Charter Township | |
| Kalamazoo City | |
| Kalamazoo County | Yes |
| Kalkaska County | |
| Kent County | Yes |
| Kentwood City | |
| Keweenaw County | |
| Lake County | Yes |
| Lansing City | Yes |
| Lapeer County | |
| Leelanau County | Yes |
| Lenawee County | Yes |
| Lenox Township | |
| Leoni Township | |
| Lincoln Charter Township | |
| Lincoln Park City | |
| Livingston County | Yes |

| Local Government | Litigating Local Government |
|------------------------------------|------------------------------------|
| Livonia City | Yes |
| Luce County | Yes |
| Lyon Charter Township | |
| Mackinac County | |
| Macomb County | Yes |
| Macomb Township | |
| Madison Heights City | |
| Manistee County | Yes |
| Marion Township, Livingston County | |
| Marquette City | |
| Marquette County | Yes |
| Mason County | Yes |
| Mecosta County | |
| Melvindale City | |
| Menominee County | |
| Meridian Charter Township | |
| Midland City | |
| Midland County | |
| Milford Charter Township | |
| Missaukee County | |
| Monitor Charter Township | |
| Monroe Charter Township | |
| Monroe City | |
| Monroe County | Yes |
| Montcalm County | Yes |
| Montmorency County | Yes |
| Mount Clemens City | |
| Mount Morris Charter Township | |
| Mount Pleasant City | |
| Mundy Charter Township | |
| Muskegon Charter Township | |
| Muskegon City | |
| Muskegon County | Yes |
| Muskegon Heights City | |
| New Baltimore City | |
| Newaygo County | Yes |
| Niles City | |
| Niles Township | |
| Northville Charter Township | Yes |

| Local Government | Litigating Local Government |
|------------------------------|------------------------------------|
| Norton Shores City | |
| Novi City | |
| Oak Park City | |
| Oakland Charter Township | |
| Oakland County | Yes |
| Oceana County | Yes |
| Oceola Township | |
| Ogemaw County | Yes |
| Ontonagon County | Yes |
| Orion Charter Township | |
| Osceola County | Yes |
| Oscoda County | |
| Oshtemo Charter Township | |
| Otsego County | Yes |
| Ottawa County | |
| Owosso City | |
| Oxford Charter Township | |
| Park Township, Ottawa County | |
| Pittsfield Charter Township | Yes |
| Plainfield Charter Township | |
| Plymouth Charter Township | |
| Pontiac City | Yes |
| Port Huron Charter Township | |
| Port Huron City | |
| Portage City | |
| Presque Isle County | Yes |
| Redford Charter Township | |
| Riverview City | |
| Rochester City | |
| Rochester Hills City | |
| Romulus City | Yes |
| Roscommon County | Yes |
| Roseville City | |
| Royal Oak City | |
| Saginaw Charter Township | |
| Saginaw City | |
| Saginaw County | Yes |
| Sanilac County | Yes |
| Sault Ste. Marie City | Yes |

| Local Government | Litigating Local Government |
|---|------------------------------------|
| Schoolcraft County | |
| Scio Charter Township | |
| Shelby Charter Township | |
| Shiawassee County | Yes |
| South Lyon City | |
| Southfield City | |
| Southfield Township | |
| Southgate City | |
| Spring Lake Township | |
| Springfield Charter Township | |
| St Clair County | Yes |
| St Joseph County | |
| St. Clair Shores City | |
| Sterling Heights City | Yes |
| Sturgis City | |
| Summit Township, Jackson County | |
| Superior Charter Township | |
| Taylor City | |
| Texas Charter Township | |
| Thomas Township | |
| Traverse City | Yes |
| Trenton City | |
| Troy City | |
| Tuscola County | Yes |
| Tyrone Township, Livingston County | |
| Union Charter Township | |
| Van Buren Charter Township | Yes |
| Van Buren County | |
| Vienna Charter Township, Genesee County | |
| Walker City | |
| Warren City | Yes |
| Washington Township, Macomb County | |
| Washtenaw County | Yes |
| Waterford Charter Township | |
| Wayne City | Yes |
| Wayne County | Yes |
| West Bloomfield Charter Township | |
| Westland City | Yes |
| Wexford County | Yes |

Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government |
|---------------------------------------|-----------------------------|
| White Lake Charter Township | |
| Wixom City | |
| Woodhaven City | |
| Wyandotte City | |
| Wyoming City | |
| Ypsilanti Charter Township | |
| Ypsilanti City | |
| Zeeland Charter Township | |
| Blackman Charter Township | |
| Detroit Wayne Mental Health Authority | Yes |
| Total | |

State of Michigan

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

Wexford County

By: _____

Its: _____

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Smith & Johnson, Attorneys, P.C.
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231.946.0700

Wexford County

Allocation Estimate for Michigan State-Subdivision Agreement Teva, Allergan, CVS, and Walmart Opioid Settlements

The estimates below are projected aggregate settlement payments over the lifetime of each individual settlement. The actual amounts received will vary depending on the level of participation by local governments, amounts distributed out of the National Contingency Fee Fund, administrative expenses associated with the Settlements, and other factors.

Opioid Lawsuit Filed Against One of the Defendants: Yes

| Estimated Total Allocation from the Teva, Allergan, CVS, and Walmart Settlement Agreements (Assuming 100% Participation) | | | | | | |
|---|-----------------------|-----------------|--------------------|----------------|---------------------|--------------|
| | Allocation Percentage | Teva (13 years) | Allergan (7 years) | CVS (10 years) | Walmart (1-6 years) | Total |
| Michigan State-Subdivision Agreement (50% Share to Local Governments) | 0.3345381450% | \$162,385.47 | \$96,741.53 | \$214,798.41 | \$121,637.01 | \$595,562.43 |
| Settlement Default (15% Share to Local Governments) | 0.3345380363% | \$61,123.75 | \$36,414.62 | \$80,852.58 | \$45,785.56 | \$224,176.50 |

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: April 05, 2023
SUBJECT: MOA - School Resource Officer

SUMMARY OF ITEM TO BE PRESENTED:

The Wexford-Missaukee ISD has been awarded a 3-year grant to provide a School Resource Officer. All costs associated with the position will be fully funded by the grant and the ISD.

The following agreement has been reviewed and approved by legal counsel.

RECOMMENDATION:

The Human Resources/Public Safety Committee recommends the full board to approve the Memorandum of Agreement for the School Resource Officer.

**MEMORANDUM OF AGREEMENT
(School Resource Officer)**

AN AGREEMENT FOR SCHOOL RESOURCE OFFICER LAW ENFORCEMENT SERVICES, effective August 1, 2023 through June 30, 2026, between the **WEXFORD COUNTY** (“County” and **THE WEXFORD COUNTY SHERIFF’S OFFICE** (“Sheriff”) and the **WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL DISTRICT** (“School District”).

PURPOSE

The purpose of this Agreement is to establish and define the rights, responsibilities, and obligations of the Parties regarding the Sheriff’s assignment of a School Resource Officer (SRO) in the District through the support of the Fiscal Year (FY) 2023 School Resource Officer Grant Program (“SROGP”).

The County and Sheriff are willing and able to provide school resource law enforcement services to the School District.

The School District desires such law enforcement services for the benefit of students, staff and the community.

THEREFORE, the parties mutually agree:

AGREEMENT

1. **Term.** The County and Sheriff shall provide law enforcement services to the School District for a period of three years unless prematurely terminated by either party as authorized in this Agreement -- commencing not later than August 1, 2023. The Agreement and services can commence at an earlier date upon request by the School District and agreement by the County and Sheriff.

Either Party to this Agreement shall have the right to terminate this agreement, with or without cause, during the term of this Agreement by giving fourteen (14) calendar day written notice of termination to the other party. The School District will pay a termination fee equal to one year of service (\$60,000) for any termination without cause initiated by the School District which takes place prior to the expiration of this agreement on June 30, 2026.

2. **Scope of Services.** For purposes of this Agreement “Law Enforcement Services” consists of designating and assigning an individual School Resource Officer (“SRO”) to

provide law enforcement services such as patrolling School District Property during regular school hours while school is in session. School District Property shall be defined as:

“ALL PROPERTY OWNED BY THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL DISTRICT, INCLUDING THE CAREER TECH. CENTER, GENERAL EDUCATION BUILDING, AGRISCIENCE/HEAVY EQUIPMENT BUILDING, SPECIAL SERVICES BUILDING AND PROPERTY USED TO CONSTRUCT HOMES ON.”

THE ENTIRE SCHOOL CAMPUS IS WITHIN THE SHERIFF’S OFFICE’S JURISDICTION.

The SRO may also be assigned to patrol agreed-upon special School District events, including but not limited to parents’ nights, extracurricular and other such ceremonies as specifically requested by the School District, and after approval by the Sheriff.

2.1 The primary function of the SRO will be on maintaining school security including complaints. The SRO shall not be involved in enforcing school discipline. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required. In situations authorized by the Sheriff, the SRO will support administration in observation, prevention, and investigation of student behavior/school policy violations.

2.2 While at School District campus the SRO shall cooperate with the employees of School District, but shall always remain subject to the ultimate jurisdiction and direction of the Sheriff or his/her designee. The SRO shall conduct him/herself in a professional manner and maintain a high level of respect and integrity within the school community.

2.3 The SRO will complete required applicable school staff training (Safe Schools Videos, and Seclusion and Restraint to name a few).

2.4 The SRO will also provide leadership related to security software platforms, staff training, some classroom education to students, including bringing in specialist to talk to children about drugs, general safety, how to deal with strangers, internet safety, etc..

2.5 The SRO assigned to the School District is and shall always remain under the Sheriff’s supervision, direction, and control. The SRO shall be directly accountable to the Sheriff with respect to his or her performance of Law Enforcement Services. The SRO will enforce applicable state laws, except as otherwise provided in this Agreement. The Sheriff shall be solely responsible for the management of the SRO assigned to the School District under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes an emergency; determining job duties and assignments; and determining the adequacy of

motor vehicles deployed. The Sheriff will consult with the School District on routine or special matters as deemed appropriate.

3. Assignment and Schedule:

3.1 The SRO will be selected by the Sheriff with input from the School District Superintendent.

3.2 During the scheduled academic year, the SRO shall be scheduled on the basis of approximately, but not to exceed (unless specifically requested by the School District and authorized by the Sheriff), forty (40) hours per week. The schedule may be modified as needed by assigned SRO after consultation with the Sheriff and the School District.

3.3 In the event that the SRO is absent due to an extended illness, vacation, or leave of absence of greater, the Sheriff will attempt to temporarily fill the function or increase regular patrols if staffing levels permit. Priority will be placed on absences that will be multiple days in succession.

3.4 The Sheriff reserves the right to temporarily remove the SRO who is otherwise assigned to the School District in the event in his discretion upon notice to the School District, or in the event of an emergency that might exist outside the School District campus. In the event of an emergency, the Sheriff will return the SRO to school duties as soon as reasonably possible.

4. Equipment and Training.

4.1 The County shall provide a motor vehicle to be used for law enforcement services and any and all uniforms, weapons, insignia and general police equipment to be used by the SRO. The motor vehicle and equipment shall remain at all time the property of the County. The County and Sheriff shall be responsible for the costs of maintaining, equipping, insuring, and fueling the motor vehicle. The School District will reimburse the County for the cost of motor vehicle fuel used by the SRO to travel to training outside the County.

4.2 The School District will reimburse the County for the cost of ordering and cleaning uniforms for the SRO.

4.2 The School District will provide and maintain office and space to be utilized by the SRO assigned to the School District, and shall provide the SRO with a computer with internet access. The School District shall maintain telephone service to be utilized by SRO.

4.3 The Sheriff will provide all the necessary administrative services, supervision, and training for the SRO assigned to the School District.

4.4 The School District acknowledges the necessity for the SRO to be excused from duties for training, vacation, or sick leave.

4.5 The SRO shall receive such training as is necessary to permit the SRO to effectively advance the School District's educational mission in the context of his or her duties as SRO. Training topics, goals, objectives, and attendance shall be determined jointly by representatives of the School District and the Sheriff. Any training expenses, including meals, lodging and travel will be reimbursed by the School District or SROGP grant.

5 Access and Limitations on Shared Information.

5.1 The School District designates the SRO a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to security cameras and student records information maintained by the School District only as needed by the SRO to perform their duties as an SRO. An SRO may also be granted access to student records information in the event of an emergency threatening the health or safety of a student or other individual. The SRO may only re-disclose student records information with prior consent of both the School District and Sheriff and only consistent with the requirements of FERPA.

5.2 Records created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in the school and district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by the SRO.

6. **Reimbursement**

6.1 It is expressly understood and agreed that the School District shall reimburse the County for the SRO services which it receives from the County under this Agreement. The County shall invoice and the School District shall reimburse the County quarterly throughout the duration of this Agreement. The invoice will include a report of hours worked, wages paid, pro-rata benefit costs, receipts for required trainings, uniforms, or other reimbursables under this Agreement, or any additional invoice requirements required by the SROGP grant. The quarterly reimbursement will not be discounted for early release days, no student days, or cancellation days for inclement weather. If the SRO position becomes vacant, there will be no charges to the School District unless and until the position is filled.

The compensation paid by the School District represents reimbursement to the County for actual cost of straight time wages and any requested and authorized overtime costs for the SRO, including but not limited to fringe benefits, uniform allowance, health, dental and life insurance, worker's compensation expenses, social security etc.) to provide the services to the School District, as well as any specialized training by the SRO to gain skills and experience related to his or her service as a SRO (including tuition, room and board, and travel expenses).

7. **Liability and Insurance.**

7.1 The School District assumes neither responsibility nor liability for the SRO executing his/her duties as a law enforcement officer, or for the operation of said police vehicle by the SRO. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the School District, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

7.2 The County shall will provide insurance for the motor vehicle used in the performance of the services described this Agreement, as well as general liability and workers' compensation insurance coverage for the SRO assigned to duty in the School District. "Insurance", insofar as vehicles and the SRO means the coverage provided by the County as of January 1, 2023. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the School District immediately.

- 7.3 All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the School District in the performance of this Agreement shall be the responsibility of the School District and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any School District employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the School District or its employees as provided by statute or court decisions.
- 7.4 In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the School District in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the School District in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the School District or their employees, respectively, as provided by statute or court decisions.

8. Program Assessment.

- 8.1 The SRO activities and program will be assessed as needed or upon request of one or both Parties. The assessment will be conducted jointly between the Sheriff and School District.

The following areas, but not limited too, will be used by the Parties to evaluate the program:

- Cooperation and Collaboration between both entities
- Effectiveness of programs/trainings implemented through SRO
- Completeness and effectiveness of necessary emergency management procedures and policies and software platforms
- Overall school safety and school safety culture/climate

- 8.2 The points of contact for the administration of this Agreement are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or

3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the School District:

David J. Cox
Superintendent
Wexford-Missaukee Intermediate School District
9905 E. 13th St. Cadillac, MI 49601
dcox@wmisd.org
231-876-2262

For the County:

Gary Taylor
Wexford County Board of Commissioners Chair
437 E. Division St.
Cadillac, MI 49601
gtaylor@wexfordcounty.org
231-779-9453

For the Sheriff:

Trent Taylor
Wexford County Sheriff's
1015 Lincoln St.
Cadillac, MI 49601
ttaylor@wexfordcounty.org
231-779-9216

8 Non-Discrimination.

9.1 The Parties agree that they will not discriminate against any student or participant because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law in the performance of programs and services under this Agreement, consistent with federal and state laws and with the non-discrimination policies of each Party.

9.2 Neither Party will discriminate against any employee or applicant for employment (with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment) because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law.

9.3 The School District, Sheriff and County shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

9.4 Breach of this section shall be regarded as a material breach of this Agreement.

10 **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.

11 **Non-Third-Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

12 **Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

13. **Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

14. **Controlling Law.** This Agreement shall be governed in accordance with the laws of the State of Michigan applicable to contracts entered into and wholly to be performed within the State of Michigan.

15 **Certification.** The individual signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the party for whom they are signing and by doing so does hereby bind the party to the terms of this Agreement.

SIGNATORIES

| | |
|--|---------------------------------------|
| _____ | _____ |
| Superintendent, David J. Cox Date | Chair, Gary Taylor Date |
| Wexford-Missaukee Intermediate School District | Wexford County Board of Commissioners |

Sheriff's, Trent Taylor
Wexford County Sheriff's 'Office

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: April 05, 2023
SUBJECT: Advanced Correctional Healthcare Amended Agreement

SUMMARY OF ITEM TO BE PRESENTED:

On March 15, 2023 the Board of Commissioners approved an agreement with Advanced Correctional Healthcare, Inc. The following is a revised agreement.

RECOMMENDATION:

Administration recommends the full board to approve the revised Advanced Correctional Healthcare Agreement.

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
WEXFORD COUNTY, MICHIGAN**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Wexford, a municipality and political subdivision of the State of Michigan, through the Wexford County Sheriff in their official capacity (hereinafter referred to as "County"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a Tennessee corporation.

**ARTICLE 1:
ACH**

- 1.1 BIOMEDICAL WASTE DISPOSAL. The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 DENTAL CARE. ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.3 ECTOPARASITES. For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 MEDICAL CLAIMS RE-PRICING. Upon the county's request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county – \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.7 MEDICAL SUPPLIES (DISPOSABLE). The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.

- 1.8 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.9 MOBILE SERVICES. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.10 MORTALITY AND MORBIDITY REVIEW. The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.
- 1.11 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.12 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.13 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.14 PHARMACEUTICALS. The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.15 POOL. The county will have a pool of \$26,713 to be used every 12 months (referred to as the "pool"). The pool money will be spent as indicated in this agreement. The pool dollar

amount is simply an estimation of, **not a limitation on**, how much money will likely be spent. ACH prescribers do not make treatment decisions based upon the pool money balance. Instead, it is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis.

1.15.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.

1.15.2 Any monies remaining in the pool after receipt of invoices will be shared with the county at a rate of 90% to the county / 10% to ACH within 90 days after the pool close date. Invoices received after the pool close date will be forwarded to the county for payment.

1.15.3 In the event this agreement is terminated prior to the pool close date, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.

1.16 STAFFING.

1.16.1 CANCELATIONS. If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.

1.16.2 CREDITS. ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)

1.16.3 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be "on call" during meal break(s) so that they may respond to an emergency, then the worker is considered to be "on duty" and the meal break(s) will be paid for by the county.

1.16.4 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, ACH endeavors to provide replacement onsite coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back 75% of the wages of the particular worker) (the other 25% pays for telephone on-call).

1.16.5 NURSING. ACH will provide on-site nursing coverage for 84 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due

to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).

- 1.16.6 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.16.7 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.
- 1.17 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.
- 1.18 INSURANCE REQUIREMENTS. ACH and/or any of its subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this Section, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed to do business in the State of Michigan and acceptable to the COUNTY. The requirements below should not be interpreted to limit the liability of ACH. All deductibles and SIR's are the responsibility of ACH. ACH shall procure and maintain the following insurance coverage:
 - 1.18.1 Worker's Compensation Insurance: Including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 1.18.2 Commercial General Liability Insurance: on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
 - 1.18.3 Medical Malpractice Insurance: ACH shall procure and maintain during the duration of this Agreement, Medical Malpractice Insurance, covering all services rendered by ACH's physicians and other medical personnel (e.g. physician assistants, nurses, etc.) including, but not limited to, testing procedures, reviews, recommendations and issuance of prescriptions. Limits of liability of the Medical Malpractice Insurance shall not be less than \$1,000,000 per occurrence and \$3,000,000 aggregate. If the insurance is on a claims made basis, the insurance policy shall be maintained for a period of three (3) years after the end of this Agreement, or include a three-year extended reporting period.
 - 1.18.4 Automobile Liability: insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 1.18.5 Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insured: Wexford County, all Wexford County's elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that said insurance coverages shall be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds. Any other insurance the Additional Insureds may have in effect shall be considered secondary and/or excess.
- 1.18.6 Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to County.
- 1.18.7 Proof of Insurance Coverage: ACH shall provide the COUNTY, at the time that the Agreement copies are returned by it for execution, with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- 1.19 INDEMNIFICATION AND HOLD HARMLESS. ACH will hold harmless and indemnify the COUNTY and SHERIFF (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or medical care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the COUNTY'S knowledge or awareness of the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity. The responsibility for indemnification set forth in this Section shall be limited to the degree of fault of ACH; its employees, agents or subcontractors.

ARTICLE 2: **THE COUNTY**

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

- 2.2 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 2.3 COUNTY'S POLICIES, PROCEDURES. All policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies and procedures. Those recommendations are made for the county's consideration. ACH operates within the county's policies and procedures. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 2.4 CPR CARDS. ACH will not pay for CPR cards for county workers.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

- 2.9 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 2.10 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.12 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.13 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.15 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.16 RECRUITING.
- 2.16.1 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented

to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.

- 2.16.2 DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS. ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.
- 2.17 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).
- 2.18 STAFFING. The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at the facility. The parties further agree that the mental health team provided by the county will work cooperatively with ACH to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the county's mental health team.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 EFFECTIVE 2/15/23-6/30/23. The county agrees to pay \$429,999 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$35,833.25 to ACH during the term of this agreement.
- 3.1.2 EFFECTIVE 7/1/23-12/31/23. The county agrees to pay \$465,164 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$38,763.67 to ACH during the term of this agreement.

- 3.1.3 EFFECTIVE 1/1/24-12/31/24. The county agrees to pay \$476,793 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$39,732.75 to ACH during the term of this agreement.
- 3.1.4 EFFECTIVE 1/1/25-12/31/25 (AND BEYOND). Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 5%, whichever is higher.
- 3.1.5 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
 - 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 158. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
 - 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.43 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: $10 \times \$0.43 \times 91$)
 - 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on February 15, 2023 at 12:01 A.M. and will continue in full force and effect until December 31, 2023 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will renew for successive 3-year periods if the County gives 30 days' written notice to ACH prior to the end of a term.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5: **GENERAL TERMS AND CONDITIONS**

5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.

5.2 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.

5.3 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.

5.4 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.

5.5 EMAIL ACCOUNTS. As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2022, ~\$72/year per email account).

- 5.6 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.9 FILMING. ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. The County will not engage in such a project.
- 5.10 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 GOVERNING LAW. This agreement will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles). Venue for any dispute will be in the State or Federal Court for Wexford County, Michigan.
- 5.12 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than workers. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH ("health care team members") are not workers or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.

- 5.14 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.15 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.16 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Wexford County Jail, 1015 Lincoln St., Cadillac, MI 49601; facsimile: 231-779-5498; email: ttaylor@wexfordcounty.org; mmcdaniel@wexfordcounty.org; rdoehring@wexfordcounty.org. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.17 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.18 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.19 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. For example, ACH subcontracts staffing to USA Medical & Psychological Staffing, LLC; behavioral health care to Freedom Behavioral Health, S.C.; EMR to Advanced Inmate Medical Management, LLC; and training to Spark Training, LLC.
- 5.20 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.

5.21 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Date

COUNTY OF WEXFORD, MICHIGAN

Gary Taylor, Chairperson
County Board of Commissioners

Date

Please complete and return via email to Contracts@advancedch.com.

APPROVED AS TO FORM FOR COUNTY OF WEXFORD:
COHL, STOKER & TOSKEY, P.C.
By: **DONALD J. KULHANEK**
On: March 22, 2023

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: April 05, 2023
SUBJECT: Purchase Request for Sheriff's Office Vehicle

SUMMARY OF ITEM TO BE PRESENTED:

In January 2023 the County received a reimbursement check in the amount of \$18,827.00 from the County's insurance carrier for a totaled out Sheriff's Office vehicle, the attached quote and purchase order is for a replacement Administrative vehicle.

RECOMMENDATION:

Administration recommends the full board approve the purchase of the 2016 Ford Explorer and authorize the Chairman to sign the purchase order.

COUNTY OF WEXFORD

Administration
437 E. Division St.
Cadillac, MI 49601
(231) 779 - 9453

PURCHASE

ORDER

23-3108

PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS, & PACKAGES

Sold By:

Milnes Ford
333 East Genesee St.
Lapeer, Mi 48446
810-667-5000

Requested By:

Wexford County Sheriff Office
971 Lincoln St.
Cadillac, MI 49601

Requested Purchase Order
Date:03/29/2023

Account Line Item #:

Quote/Invoice Number:

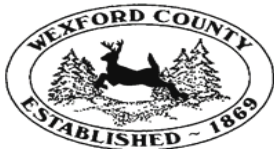
| QTY ORDERED | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------------------|----------------|-------------|-------------|
| 1 | 2016 Ford Edge | \$21,235.00 | \$21,235.00 |
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| Grand Total: | | | \$21,235.00 |

CONDITIONS: GOODS ARE SUBJECT TO INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND FULLY. IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFICATION MUST BE PROMPT.

AUTHORIZING PURCHASING AGENT:

Gary Taylor, Chair - Wexford County Board of Commissioners

Copies:
Requestor
Administration Office
Clerk's Office





**FEBRUARY 2023 MONTHLY REPORT TO
WEXFORD COUNTY BOARD OF COMMISSIONERS**



WEXFORD COUNTY PROSECUTING ATTORNEY

COREY J. WIGGINS

COURTHOUSE

437 E. DIVISION ST.
CADILLAC, MI 49601
(231) 779-9505



Johanna C. Carey
Chief Assistant Prosecutor

Cathy Wright
Office Administrator

Nathanael S. Karnes
Assistant Prosecutor

March 18, 2023

Wexford County Board of Commissioners
437 E. Division St.
Cadillac, MI 49601

Re: February 2023 Monthly Report

Greetings:

During the month of February our office received and reviewed 122 police reports for charges. The reports resulted in the issuance of 80 new criminal files. The breakdown of the files are:

| | |
|----|----------------------------|
| 25 | Adult Felony files |
| 48 | Adult Misdemeanor files |
| 7 | Juvenile Misdemeanor files |

In addition to the criminal files, our office also had over 30 child support files open.

No applications were received during the month for the open assistant prosecutor position that has been vacant since November.

In February I also attended two Best Practice Committee meetings for the Prosecuting Attorney Association of Michigan (PAAM), the PAAM Mid-Winter Conference, Traverse Bay Area Children Advocacy Center monthly case review meeting, and the Wexford/Missaukee ISD School Safety meeting. During the Midwinter Conference several topics were covered, including the need for new case management systems, prosecutor funding and prosecutor retention.

Best Regards,

Corey J. Wiggins
Wexford County Prosecuting Attorney

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