

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw St., Flint, Michigan 48502 (the “County”), and Plante & Moran, PLLC aka PM Group Benefit Advisors II, LLC, a Michigan Professional and/or Limited Liability Company, with a place of business is located at 634 Front Avenue NW, Suite 400, Grand Rapids, Michigan 49504 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on January 1, 2026, and shall be effective through December 31, 2028 (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one-year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the agreed-upon services described on Exhibit A (the “Services”).

3. Compensation

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor for the first year (January 2026 – December 2026) shall not exceed \$175,600. For each year of the contract following the first year, fees will increase at 1.5% per year. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is Josh Freeman (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract.

The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a professional manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws that apply to it in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If a party is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the party by the aggrieved party of the breach, the aggrieved party may terminate

this Contract. Such termination for cause is effective upon receipt of the notice of termination by the aggrieved party.

The County shall pay for all Services rendered, and reimbursable expenses incurred, up to the effective date of termination.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

8.3 Termination for Convenience

If either party determines that it is in its best interests, that party may terminate this Contract upon thirty (30) days written notice to the other party.

The County shall pay for all Services rendered, and reimbursable expenses incurred, up to the effective date of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all Services rendered, and reimbursable expenses incurred, up to the effective date of termination.

9. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of 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, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Audit Rights

11.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

11.2 Audit

The Contractor agrees that the County may examine the Contractor's records related to this Contract to verify compliance with the terms of this Contract.

11.3 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years from the expiration of the Initial Term or any Extension Term or from the effective date of termination of the Contract, as applicable.

12. Identity Theft Prevention

12.1 In the event that the Contractor requests and obtains personally identifying information from the County for the performance of the Services, the Contractor must take reasonable precautions to safeguard such

personally identifying information from unauthorized disclosure and shall use such personally identifying information only for the purpose of performing the Services.

- 12.2 For the purposes of this Paragraph, “personally identifying information” means any name or identification number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

13. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. Except for the professional limited liability insurance company, all coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All insurance companies shall have an AM Best rating of at least A. *In addition, the County reserves the right to waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County’s Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an “occurrence basis” with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers’ Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers’ Liability Coverage.

Automobile Liability – 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 be for non-owned, and hired automobiles. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$2,000,000 per claim and \$2,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

Cyber Liability Insurance – Cyber liability insurance is required for vendors/contractors that provide IT-related services and/or collect, process, manage or store sensitive patient data, personal or financial data, or if they have access to County networks/systems. Coverage required in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate including, data breach response, network security liability and business interruption. Coverage should be primary and non-contributory.

Umbrella Liability - in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including Products Completed Operations.

Contractor shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The Contractor, shall promptly obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

13.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
324 S. Saginaw, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
 - b. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if requested.

13.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials; officers, agents, and employees from any and all third-party claims, damages, or liability, including defense costs, to the extent caused by Contractor's gross negligence or willful misconduct the Contractor's performance of the Services under this Contract.

14. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

15. General Provisions

15.1 Entire Contract

This Contract, consisting of the attached Engagement Letter, dated November 13, 2025 and the following documents and Exhibits, embodies the entire Contract between the Parties.

15.1.1. The Contract – This Professional Services Contract

15.1.2. Exhibit A – The Scope of Work and Fees

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control to the extent of such conflict.

15.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

15.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

15.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

15.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

15.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan or the Federal District Court for the Eastern District of Michigan.

15.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law.

15.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

15.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

15.10 Remedies

All remedies specified in this Contract are non-exclusive. Each party reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the other party fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

Plante Moran Group Benefit Advisors II, LLC COUNTY OF GENESEE

By: _____
Jonathon Trionfi
Strategic Partner

Date: _____

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A
Description of the Services and Fees

See Next Page

Overview & Summary of Services

PMGBA is a non-controlled affiliated entity of Plante Moran, PLLC, providing health and welfare consulting and agent advisory services. During our engagement, we will work with Genesee County to determine the specific services needed each year to efficiently operate the H&W benefit plans. The list of services we provide is as follows:

Strategic Planning

- Participate in executive management meetings to assist management in the development of a multi-year benefits strategy
- Facilitate and lead ongoing Healthcare Coalition meetings, including educational sessions and ongoing plan strategy support
- Provide benchmarking data to compare Genesee County benefits with market norms
- Ongoing evaluation of benefits financing strategies
- Research, analyze, and recommend strategies to improve plan administrative efficiency
- Education and evaluation of risk-sharing options
- Review available plan performance data and assist in the development of appropriate population health management strategies
- Present different employer-employee cost-sharing strategies for Genesee County's consideration
- Introduce and educate on different cost-containment ideas, strategies, and service providers
- Assist HR and management with the development of employee engagement and communication strategies
- Participate in Board of Commissioners meetings and/or study sessions as necessary

Underwriting and Actuarial

- Summarize costs related to benefit plans and benefit proposals
- Premium equivalent rate development for both active and retiree self-insured plans and recommend COBRA rates based on established COBRA regulations and guidance, with final COBRA rates to be set by Genesee County
- Employee payroll contribution modeling including PA152 hard cap compliance modeling
- Multi-year cost projections and forecasting
- Monthly plan performance-to-budget tracking and trend reporting
- Coordination with your actuary for completion of GASB 74/75 report
- IBNR calculations
- Clinical reporting and predictive modeling using the Springbuk reporting platform as applicable
- Provide periodic reviews of plan utilization
- Present the cost impact of benefit plan design changes (i.e., increased deductibles, introducing a new benefit offering, etc.)
- Review large claimant data and assist in identifying care redirection and cost-containment opportunities as available and applicable
- Workforce demographic analysis

Renewals and RFPs

- Assist with capturing all benefits-related renewals from insurance carriers and third-party service providers
- Summarize and provide management with observations/outcomes of benefits Request for Proposals (RFPs) and renewals, as directed by Genesee County
- Large claim analysis – identify care redirection and cost-containment opportunities

Compliance

- Provide advice concerning state and federal legislative/regulatory requirements – including the PA 106, PA152, PA154, PA202, etc., and other applicable regulations affecting Genesee County's plans
- Ongoing compliance support, including PCORI fee calculations, RxDC Reporting, and other compliance activities as required
- Review vendor service agreements, contracts, and Summary Plan Descriptions
- Provide guidance and support related to plan appeals, as applicable
- Provide updates and employer guides on relevant topics impacting health and welfare plans
- Provide general educational materials consistent with HIPAA privacy and security
- Assist management with compliance questions related to Forms 1094-C and 1095-C and other items related to the Affordable Care Act

Implementation Services

- Review final agreements/contracts and provide observations and recommendations to Genesee County prior to management's signing
- During renewals, assist with plan changes and implementation timelines as selected by management due to regulatory changes or mandated by insurance carriers
- Assist with the implementation of new vendors, as applicable
- Participate in post-implementation debriefing with Genesee County and vendors to discuss performance and opportunities for improvement
- Assist in the vendor preparation, review, and delivery of ID cards

Communication Services

- Collect, review, and help distribute open enrollment and other communication materials produced by insurance carriers and third-party service providers
- Draft open enrollment guides and annual enrollment materials based on Genesee County's objectives and using preferred branding, as applicable
- Participate in open enrollment meetings, as needed, to assist management in their communication of benefit plan information
- Provide ongoing bulletins, alerts, and other information to management regarding the operation and compliance of employer-sponsored benefit plans

Vendor Relationships

- Assist with benefits-related projects and support issue resolution
- Assist the Genesee County team, covered employees, and covered family members in answering claim questions
- Provide recommendations to the Genesee County team on how to resolve routine administrative issues related to your benefits plans
- Review performance guarantee metrics with applicable vendors and recommend actions
- Participate in periodic meetings with vendors
- Ongoing support of third-party administered services such as COBRA, FSA/HRA/HSA administration, etc. (cost of third-party service is the responsibility of Genesee County)

Benefits Administration Services (as administered/delivered by a Third Party)

As part of services provided to Genesee County, PMGBA will make available the following items via a third party:

- *Zywave Client Portal* – an online Human Resources reference tool that can be used to research federal and state-level issues such as leaves, compensation, and payroll
- *Springbuk* – a cloud-based healthcare informatics and reporting system that can be used to identify cost drivers and savings opportunities and influence future healthcare strategy
- *HCM File* – (optional service) an online system used for compliance assistance with the Affordable Care Act and the filing requirements under IRS §6055 and 6056
 - *If elected, the fees and scope of this optional service will be outlined in a separate engagement letter*

Timing and Professional Services Fees

This agreement between Genesee County and PMGBA is based on PMGBA receiving compensation either in the form of commissions paid by Genesee County's partner vendors/insurance carriers and/or directly invoiced fees.

The annual total compensation payable to PMGBA for services is expected not to exceed:

\$2,800	Medicare Advantage/Retiree Plan Commissions
\$3,000	Commissions from Health Insurance Services for the EGWP*
\$169,800	PMGBA Consulting Fees
\$175,600	Total Annual PMGBA Compensation

**Health Insurance Services collects approximately \$52,000 in commissions associated with the EGWP and pays PMGBA \$250 per month (or \$3,000 annually).*

The engagement detailed herein is for the initial period beginning January 1, 2026, through December 31, 2028. This agreement shall automatically renew for one (1) year terms unless either party provides notice to the other of its intent to terminate this agreement not less than sixty (60) days before the end of the then-current term. The annual PMGBA compensation will be subject to a one and one-half (1.5) percent

inflationary adjustment each year starting January 2027. Compensation amounts for future terms are subject to change but will be agreed upon by both parties in advance of the start of that term.

It is our practice that payment of fees is expected within 30 days of invoice. Payments beyond this time frame are subject to a one percent (1%) per month late charge. Our agreed-to fee schedule includes directly related expenses such as local travel and any ordinary administrative expenses such as express mail. Fees incurred for any outside printing/production services, requisition of data for specialized surveys, and any third-party administrative services such as actuarial attestation, dependent audits, filing fees, data accumulation fees, etc., will be the sole responsibility of Genesee County.

Summary

We are honored to continue partnering with Genesee County with our full complement of H&W broker/consulting services. We are confident that through the combination of our experience, multi-disciplinary team members, market knowledge, and transparent and accountable approach, we will continue to provide Genesee County with high-quality benefits consulting.

We appreciate the opportunity to partner with Genesee County and look forward to continuing our great work together.