



**GLADWIN COUNTY
DISTRICT BOARD OF COMMISSIONERS**

401 West Cedar Avenue
Gladwin, Michigan 48624
(989) 426-4821

commissioners@gladwincounty-mi.gov

COMMITTEE OF THE WHOLE

April 27, 2021 9:00 a.m.

Agenda and supporting attachments are subject to change.

1. Public Comments:

2. City Administrator's Report:

3. County Affairs:

4. County Facilities and Transportation:

1. Open and review the formal bids for the Demolition of Concrete Structures –
Commissioner Rick Grove

5. Data:

1. Shelter Software Program – *Officer Maveal*

6. 511 Council:

7. Gladwin Parks and Recreation:

8. Insurance:

1. BCBSM Group Enrollment for Gladwin County Inmates – *Interim Administrator Maveal*

9. Memorial Restoration:

10. MERs:

11. Public Safety:

12. Personnel:

13. Finance:

1. Use of Fund 369 for the American Rescue Plan (ARP) Funding – *Treasurer VanTiem and Interim Administrator Maveal*

14. Report from Civil Attorney:

1. Four Lakes Task Force, Land Use Guidelines for Secord, Smallwood, Wixom and Sanford Lakes. – *Attorney Jaynie Hoerauf*

🐾 5,344,462 animals 🏠 2,966,315 rehomed ❤️ 174,298 available 👥 18,327 users

Pricing

\$350.00

Per shelter, per year.

Fully managed cloud software service

Desktop and smartphone interfaces with mobile app

No pricing gimmicks - one fixed low payment. no restrictions on number of users or records and all software features available.

10GB free compressed media file storage with low cost storage rates (15% surcharge per 10GB).

Unlimited software upgrades and new features added all the time.

Hosted in a secure facility with backup power generators, high speed internet links and 99.9% guaranteed uptime

Unlimited email support

Regular and offsite backups with 31 days retention and Point-In-Time-Recovery support.

Your animals automatically published to major [adoption websites](#) and hosted online (opt-in)

Automatic microchip registration with [many providers](#) (opt-in)

Full manual included and instructional training videos

Privacy - Your data is the property of your shelter. We do not sell, modify or use your data in any way.

Download your complete data at any time in multiple formats

Choose a plan that works for you

We offer hosting subscription periods of 3, 6 or 12 months with longer periods being slightly cheaper. This single fee covers all our services and all software features.

Currency	3 months	6 months	12 months
United States Dollars	\$110.00	\$190.00	\$350.00
UK Pound Sterling	£70.00	£115.00	£215.00
Australian Dollars	\$125.00	\$220.00	\$405.00
Canadian Dollars	\$120.00	\$210.00	\$395.00
Euros	€85.00	€150.00	€280.00

* Prices shown are exclusive of VAT, which as a UK-based organisation we have to charge to European customers.

Terms of Service

These Terms of Service describe our commitments to you, and your rights and responsibilities when using our service. Please read them carefully and reach out to us if you have any questions.

These Terms govern your access to and use of sheltermanager.com (the "Service").

Our Service is offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Sheltermanager Ltd's [Privacy Policy](#)), and procedures that may be published from time to time by us (collectively, the "Agreement"). You agree that we may automatically upgrade the Service, and the Agreement will apply to any upgrades.

Please read the Agreement carefully before accessing or using the Service. By accessing or using any part of the Service, you agree to become bound by the Agreement. If you do not agree to all the terms of the Agreement, then you may not access or use the Service.

These terms are effective from 1st May, 2020.

1. Who's Who

Throughout these Terms, "you" applies to both individuals and entities that access or use the Service. If you are an individual using the Service on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using the Service, you are accepting the Agreement on behalf of that entity.

2. Your Account

Use of the Service requires an account. You agree to provide us with complete and accurate information when you register for an account and keep the information current. This is important because sometimes we may need to send you notable updates (for example, about changes to our Terms of Service or Privacy Policy), or we may want to let you know about and make informed choices in response to legal inquiries or complaints.

You will be solely responsible and liable for any activity that occurs under your account and in your database. You are responsible for keeping your account information up-to-date and for keeping your password secure.

You are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under your account and any other actions taken in connection with the Service. You shall not share or misuse your access credentials. You must immediately notify us of any unauthorised uses of your account or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

3. Minimum Age Requirements

The Service is not directed to children. Access to and use of the Service is only for those over the age of 18. If you are younger than this, you may not register for or use the Service. Any person who registers as a user or provides their personal information to the Service represents that they are 18 years of age or older.

4. Responsibility of Visitors and Users

We have not reviewed, and cannot review, all of the content (such as, but not limited to, text, photo, video or other materials) posted to the Service by users or anyone else ("Content") and are not responsible for any use or effects of such Content. So, for example:

- ❑ We do not endorse any Content or represent that Content is accurate, useful, or non-harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights or other proprietary rights of third parties.
- ❑ If you post Content or otherwise make (or allow any third party to make) Content available on the Service, you are entirely responsible for the Content, and any harm resulting from, that Content or your conduct.
- ❑ We disclaim any responsibility for any harm resulting from anyone's use, purchase, or downloading of Content. If you access or use any Content, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

- ☐ We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any Content.

We also have not reviewed, and cannot review, all of the material made available through the web pages that link to, or are linked from, sheltermanager.com, For example:

- ☐ We do not have any control over those websites and are not responsible for their contents or their use.
- ☐ The existence of a link to or from the Service does not represent or imply that we endorse the website.
- ☐ You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- ☐ We disclaim any responsibility for any harm resulting from non-Sheltermanager websites.

5. Fees, Payment, and Renewal

Fees. Our Service is offered for a fee. You agree to pay the specified fee. There will be recurring subscription fees charged at regular intervals (quarterly, biannually or annually) on a pre-pay basis until you cancel, which you can do at any time by contacting our support team or by allowing the account to lapse through non-payment.

Taxes. To the extent permitted by law, or unless explicitly stated otherwise, all fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees, or charges now in force or enacted in the future ("Taxes"). You are responsible for payment of all applicable Taxes relating to your use of the Service, your payments, or your purchases. If we are obligated to pay or collect Taxes on the Fees you've paid or will pay, we will collect payment for such Taxes.

Payment. If your payment fails or if the Service is otherwise not paid for or paid for on time, we may immediately cancel or revoke your access to the Service. If you contact your bank or credit card company to decline or reverse the charge of fees for the Service, we will revoke your access to the Service.

Fee Changes. We may change our fees at any time, or start charging fees for Services that were previously free. When applicable, we may give you advance notice of the fee changes. If you don't agree with the fee changes, you must cancel your Service.

Refunds. While you may cancel the Service at any time, refunds are issued in our sole discretion, unless otherwise required by applicable law.

6. General Representation and Warranty

You represent and warrant that your use of the Service:

- ☐ Will be in strict accordance with these Terms;
- ☐ Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising);
- ☐ Will not use the Service for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- ☐ Will not infringe or misappropriate the intellectual property rights of any third party;
- ☐ Will not overburden Sheltermanager Ltd systems, as determined by us in our sole discretion;
- ☐ Will not disclose sensitive personal information of others;
- ☐ Will not be used to send spam or bulk unsolicited messages;
- ☐ Will not interfere with, disrupt, or attack any service or network; and
- ☐ Will not be used to create, distribute, or enable material that is - or that facilitates or operates in conjunction with - malware, spyware, adware, or other malicious programs or code.

7. Specific Service Terms

a. Ecommerce Services

Prohibited Uses. You may not use Ecommerce Services for any unlawful purposes, in furtherance of illegal activities, or in a manner that is unfair, deceptive, exposes us or customers to unreasonable risks, or does not disclose important terms of a transaction in advance.

Third Party Services. You may choose to set up and/or use third party services, such as Stripe or PayPal to collect payments, PetFinder to send adoption listings, FoundAnimals to register microchips, etc. Please be aware that some of your data may be submitted directly to or passed to the respective third party, and the respective third party's terms of service, privacy policy, and other policies may apply. For example, if you use Stripe integration to accept payments, you must create or use an existing Stripe account to manage payments, and by

- using Stripe, you agree to their terms and policies. Please note that third party services may also charge you fees to use or access their services, for example, as Stripe does for receiving payments.

We are not involved in these relationships, but may facilitate transactions or communication.

Tax Calculations. You are responsible for payment of all applicable Taxes relating to your activities and your use of Ecommerce Services such as Stripe or PayPal integration. You must collect, report, and/or pay the correct amounts to the appropriate authorities if applicable, and if needed, inform your customers about any Taxes they may be required to pay and issue appropriate invoices. While some Ecommerce Services allow you to include sales taxes or Value Added Taxes in transactions, you should not rely solely on these features. While our goal

is to keep our documents and tools up-to-date, tax laws change rapidly, and we do not guarantee that tax calculations you receive through or in connection with the Service are complete and accurate. Tax laws also differ from jurisdiction to jurisdiction and may be subject to different interpretations by different authorities. We recommend that you consult with a tax professional for your specific tax situation when assessing the correct tax rates you should charge.

Your Responsibilities. You may only use Ecommerce Services for legitimate transactions with your customers. You are solely responsible for all of your ecommerce activities, including all applicable taxes and fees, compliance with the Payment Card Industry Data Security Standard (PCI DSS), and compliance with any applicable laws (such as those relating to automatic renewal). Among other things, this means that:

- We are not involved in your relationships or transactions with any customer or potential customer.
- You must accurately communicate transactions, set expectations appropriately, and fulfill all promises, representations, or warranties you've made.
- You are responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and any other ancillary services you provide to your customers.
- You are responsible for resolving all support questions, comments, and complaints, including chargebacks and pricing questions. You must provide contact information so that customers may contact you with questions or complaints.
- If you have transactions with individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by law, and to not engage in unfair, deceptive, or abusive acts or practices.
- You are financially liable for disputes (including chargebacks), refunds, reversals, or fines that arise from your use of Ecommerce Services.

8. Changes

We are constantly updating the Service and that means sometimes we have to change the legal terms under which the Service is offered. These Terms may only be modified by Sheltermanager Ltd posting a revised version. If we make changes that are material, we will let you know by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Service within the designated notice period, or once the changes become effective. Your continued use of the Service will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

9. Termination

We may terminate your access to the Service at any time, with or without cause, with or without notice, effective immediately. We have the right (though not the obligation) to, in our sole discretion, (i) refuse or remove any content that, in our reasonable opinion, violates any Sheltermanager Ltd policy or is in any way harmful or objectionable, (ii) ask you to make some adjustments, restrict the resources your account uses, or terminate your Services, if we believe your website's storage or bandwidth usage is out of hand and burdens our systems (which is rare), or (iii) terminate or deny access to and use of the Service to any individual or entity for any reason. We will have no obligation to provide a refund of any amounts previously paid.

If you wish to terminate the Agreement or your sheltermanager.com account, you may cancel at any time, subject to the Fees, Payment, and Renewal section in these Terms.

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

10. Disclaimer of Warranties

Our Service is provided "as is." Sheltermanager Ltd and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Sheltermanager Ltd, nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted.

11. Limitation of Liability

In no event will Sheltermanager Ltd, or its suppliers, partners, or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts

that exceeds the fees paid by you to Sheltermanager Ltd under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greater. Sheltermanager Ltd shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

12. Indemnification

You agree to indemnify and hold harmless Sheltermanager Ltd, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including legal fees, arising out of or related to your use of the Service, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Service, Content that you post, and any ecommerce activities conducted through your website.

13. Data Processing Agreement









If you need a Data Processing Agreement with us for the GDPR requirements that apply to us as a data processor for your account, you can download a copy of our [customer GDPR agreement](#).

14. Miscellaneous

The Agreement constitutes the entire agreement between Sheltermanager Ltd and you concerning the subject matter hereof. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Sheltermanager Ltd may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.





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**Blue Cross
Blue Shield
Blue Care Network**
of Michigan

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

GROUP SIGNATURE PAGE

Effective for 07/01/2021 – 06/30/2022

**Between Blue Cross Blue Shield of Michigan and
GLADWIN COUNTY INMATES – (CID – 241593)**

Group and Blue Cross Blue Shield of Michigan agree to sign the specified documents checked-off below (“Documents”) via this Group Signature Page. Each party’s Signature is the legal equivalent of a manual / handwritten signature on the specified Documents. By providing their Signatures below, the parties are legally bound by the terms and conditions in the Documents referenced. Group agrees that no certification authority or other third-party verification is necessary to validate Group’s Signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of Group’s Signature or the Documents.

Documents Included:

- Administrative Services Contract** →
- Schedule A**
 - Exhibit 1 to Schedule A
 - Exhibit 2 to Schedule A
- Schedule B**
 - Exhibit 1 to Schedule B

Requires Group Selection: *Customer Attestation*

Group Health Plan Type –

Is Groups’ Plan governed by ERISA? Yes No

Upon signature by the parties, this page will be electronically attached to applicable Documents and stored for reference and record. Copies of this fully executed ASC Contractual package will be shared with all parties upon completion.

AGREED AND ACCEPTED.

BLUE CROSS BLUE SHIELD OF MICHIGAN:

GROUP CUSTOMER:

By: (Signature)	By: (Signature)
Name: (Print)	Name: (Print)
Title:	Title:
Date:	Date:



A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

**ADMINISTRATIVE SERVICES CONTRACT
INMATE MONTHLY INVOICE PROGRAM**

Group Name:	Gladwin County Inmates		
Address:	501 W Cedar Gladwin, Mi 48624		
Customer ID:	241593	Effective Date:	7/1/2021

This Contract commences on the above effective date ("Effective Date") and is made between Blue Cross Blue Shield of Michigan, a Michigan non-profit mutual insurance corporation ("BCBSM") and the group customer named above ("Group").

This Contract sets forth the administrative responsibilities of BCBSM and Group's financial and other obligations with respect to BCBSM's role as a service provider.

BCBSM and Group agree as follows:

**ARTICLE I
DEFINITIONS**

- A. "BCBS Plan" means a company that has been licensed by BCBSA other than BCBSM.
- B. "BCBSA" means the Blue Cross and Blue Shield Association.
- C. "BlueCard Program" means the national program established by BCBSA under which Claims are processed by BCBS Plans when Inmates receive health care services outside of Michigan. BCBSA mandates the policies, procedures and disclosures of the BlueCard Program and amends them from time to time. Schedule B sets forth BCBSA's required disclosures for the BlueCard Program and is incorporated into this Contract. If BCBSA amends the disclosures, such amendments shall automatically become a part of this Contract upon BCBSM giving sixty (60) days prior written notice to Group.
- D. "Claim" means, for the lines of business set forth in Schedule A, a payment request from a health care provider or an Inmate for a health care service, product, or prescription drug provided to an Inmate, with an incurred date during the term of this Contract. Claims billed to Group are negotiated rates paid to health care providers pursuant to BCBSM or a BCBS Plan's provider agreements, which may include both service-based and value-based reimbursement. Service-based reimbursement means a BCBSM or BCBS Plan fee for a health care service. Value-based reimbursement means a fee for Quality Programs, as more fully described in Exhibit 1 to Schedule A.

BCBSM and BCBS Plans negotiate provider reimbursement rates on their own behalf, and not Group, and may set rates for health care services to cover any obligations to health care providers. Through this Contract, Group receives the benefit of provider rates, but it has no entitlement to a particular rate or to unbundle the service-based or value-based components of Claims. Except as set forth in Schedule A, BCBSM does not retain any portion of Claims as compensation and all amounts collected from Group in Claims are used to satisfy provider obligations.

- E. **“Contract”** means this administrative services contract and any schedules, parts, exhibits and addenda attached hereto and incorporated herein by reference as amended from time to time.
- F. **“Contract Year”** means the period from the Effective Date to the first Renewal Date, or the period from one Renewal Date to the next Renewal Date. If termination occurs other than at the end of a Contract Year, Contract Year means that period from the Effective Date or the most recent Renewal Date to the termination date.
- G. **“Coverages”** means the health care benefits set forth in the benefit design document or Part C of the Group Enrollment and Coverage Agreement and BCBSM’s medical policies, which are incorporated into this Contract.
- H. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, Public Law 104-191 of 1996, *et seq*, and regulations promulgated thereunder.
- I. **“Inmate”** means only those individuals incarcerated by or otherwise under the custody or control of the Group and for whom the Group is obligated to provide health care coverage. The term “Inmates” does not include any dependent of such individuals including any spouse or children.
- J. **“PPACA”** means the Patient Protection and Affordable Care Act, as amended, Public Law 111-148 of 2010, *et seq*, and regulations promulgated thereunder.
- K. **“Quality Programs”** refer to BCBSM or BCBS Plan programs funded with value-based provider reimbursement. Quality Programs are governed by separate agreements with health care providers and are designed to improve health care outcomes and control health care costs.
- L. **“Rebates”** means retrospective payments collected from drug manufacturers and paid to BCBSM that are attributable to Inmate drug utilization.
- M. **“Renewal Date”** means the date one (1) year after the Effective Date, and the same date of every subsequent year. The Renewal Date may be changed by mutual agreement of BCBSM and Group.
- N. **“Transition Assistance Period” or “TAP”** means the period that begins on the Termination Date and concludes twenty-four (24) months thereafter, during which BCBSM shall provide those services, and Group shall perform those obligations, set forth in *Article IV.B*.

ARTICLE II
GENERAL RESPONSIBILITIES

- A. **Claims Administrator Status.** Group delegates to BCBSM the responsibility and discretionary authority as claims administrator to make final benefit determinations. Any determination or interpretation made by BCBSM pursuant to its claim determination authority is binding on the Inmate, Group, and BCBSM.
- B. **Eligibility and Enrollment.** Prior to the Effective Date, Group shall notify BCBSM of all Inmates that will be covered. During the term of this Contract, following agreed upon procedures, Group shall notify BCBSM of all changes in Inmate enrollment. Until BCBSM has been properly notified of changes to Group’s Inmate enrollment, BCBSM shall continue to process Claims for Inmates as listed on BCBSM’s computer membership programs. Group represents and warrants that any eligibility and status changes it requests are compliant with and permissible under applicable state and federal law.
- C. **Claims Processing.** During the term of this Contract, Claims will be directly submitted to BCBSM and will be processed according to the Coverages and BCBSM’s standard operating procedures for Claims. Notwithstanding the foregoing, Claims from out-of-state providers may, depending on the type of payment request, be directly

submitted to the applicable out-of-state BCBS Plan and are processed and paid under the BlueCard Program as set forth in Schedule B. Claims from out-of-state providers are reported and billed to Group as they are received by BCBSM from a BCBS Plan and may include a BlueCard Access Fee for processing the Claim.

D. Disputed Claims. Group shall notify BCBSM in writing of any Claim that Group disputes within sixty (60) days of Group's access to a paid Claims listing. BCBSM shall investigate such Claim and respond to Group within a reasonable time period. Upon BCBSM's request, Group shall execute any reasonably necessary documents that will allow BCBSM to recover any amounts that may be owed by a third party with respect to such disputed Claim. If BCBSM recovers any amount from a third party or if BCBSM determines that the disputed Claim is not Group's financial responsibility or is incorrect, then BCBSM shall give Group a credit for the recovered or corrected amount (reduced by any stop loss credits given by BCBSM relating to such disputed Claim).

E. Recoveries.

1. Subrogation. BCBSM shall be subrogated to all of Group's or an Inmate's rights with respect to any Claim. BCBSM will use reasonable efforts to evaluate information provided by the Inmate and other sources to identify Claims in which Group may have a subrogation or reimbursement interest. However, BCBSM is not obligated to pursue any subrogation or reimbursement claim, including commencing, becoming a party to, or intervening in any litigation. BCBSM will remit to Group the funds recovered from third parties less (a) any attorney fees resulting from recovery litigation undertaken by BCBSM, (b) any negotiated lien reduction, and (c) the percentage set forth on Schedule A. Group will reasonably assist in any BCBSM recovery efforts.

2. Class Actions and Similar Litigation. Group authorizes BCBSM act on their behalf in any health care class action or other similar litigation of which BCBSM has knowledge, e.g., a drug manufacturer or product liability lawsuit ("Class Action"). Group further authorizes BCBSM to submit Claims, agree to any Class Action settlement, and collect and remit to Group any funds recovered less any reasonable expenses incurred by BCBSM. If Group notifies BCBSM that it desires to independently pursue a Class Action, BCBSM will provide Group with applicable Claims and other necessary information.

F. Benefit Litigation Defense. If a third party initiates a claim, suit, or proceeding against Group or BCBSM relating to benefits payable or any of the administrative services subject to this Contract ("Litigation"):

1. Each party shall provide prompt written notice of the Litigation to the other party if served with such Litigation.

2. Group may request that BCBSM select counsel and defend litigation. BCBSM retains the right to deny this request and require Group to defend the Litigation.

3. Whenever Group or BCBSM is a party in any Litigation, regardless of who defends the litigation, Group and BCBSM each reserve the right, at their own cost and expense, to retain counsel to protect their own interests.

4. Regardless of who defends the litigation, Group and BCBSM shall reasonably cooperate with each other to provide all relevant information and documents within their respective control that are not subject to a privilege or confidentiality obligation; and to reasonably assist each other to defend, settle, compromise, or otherwise resolve the Litigation. Whenever either party is served with any Litigation, the party served shall take all steps necessary to prevent a default in the Litigation prior to determining which party will defend such Litigation.

5. BCBSM shall have full authority to settle or compromise such Litigation, without Group's specific consent, unless:

a. \$50,000 or more is at issue in the Litigation; or

- b. State tax issues or mandated benefit issues are part of the Litigation and Group has requested BCBSM to defend the Litigation.

If Group's consent to settle or compromise Litigation is required, such consent shall not be unreasonably withheld. If Group withholds consent for any reason and the final resolution of the Litigation is equal to or greater than a settlement or compromise proposed by BCBSM, Group shall pay BCBSM the additional cost of any subsequent settlement, compromise or judgment including all of BCBSM's reasonable attorney fees and costs for proceeding with the Litigation.

6. When Group defends the Litigation, Group shall have full authority to settle or compromise such Litigation without BCBSM's consent, unless BCBSM has notified Group that the Litigation may have a material adverse impact on BCBSM.

If BCBSM's consent to settle or compromise Litigation is required, such consent shall not be unreasonably withheld. If BCBSM withholds consent for any reason and the final resolution of the Litigation is equal to or greater than a settlement or compromise proposed by Group, BCBSM shall pay the additional cost of any subsequent settlement, compromise or judgment including all of Group's reasonable attorney fees and costs for proceeding with the Litigation.

7. When BCBSM defends the Litigation, the cost and expenses of such defense shall be paid by BCBSM. However, Group shall pay for any judgment, award, settlement or payment of amounts due with respect to the underlying Litigation.
8. Subject to *paragraph 6* above, when the Group defends the Litigation, Group shall pay the cost and expenses of such defense, reasonable attorney fees and any judgment, award, settlement or payment of amounts due with respect to the underlying Litigation.

G. Group Audits.

1. Group, at its own expense, shall have the right to audit Claims incurred under this Contract; however, audits shall not occur more frequently than once every twelve months and shall not include Claims from previously audited periods or Claims paid prior to the last twenty-four (24) months.
2. Prior to any audit, Group and BCBSM must mutually agree upon any independent third-party auditor that Group wishes to perform the audit. BCBSM shall not unreasonably withhold its consent. Additionally, prior to audit, Group and any third-party auditor shall sign BCBSM's audit agreement.
3. All audits shall be conducted pursuant to BCBSM corporate policy and other requirements at the time of the audit. The parties acknowledge staffing constraints may exist in servicing concurrent Group initiated audits. Therefore, after notice from Group requesting an audit, BCBSM will have up to ninety (90) days to begin gathering requested documentation and to schedule the on-site phase of the audit.
4. Sample sizes shall not exceed two hundred (200) Claims and shall be selected to meet standard statistical requirements (i.e., 95% Confidence Level; precision of +/- 3%). If BCBSM agrees to any additional Claims above the 200, Group shall reimburse BCBSM for Claims documentation in excess of 200 Claims at fifty dollars (\$50.00) per Claim.
5. Following the on-site activity and prior to disclosing the audit findings to Group, the auditor shall meet with BCBSM management and present the audit findings.
6. BCBSM shall have no obligation to make any payments or reimbursements in connection with audit findings to Group unless there has been a recovery from the provider, Inmate, or third-party carrier, as applicable. No

adjustments or refunds shall be made based on the auditor's statistical projections of sampled dollar errors. An audit error will not be assessed if the Claim payment is consistent with BCBSM policies and procedures, or consistent with specific provisions contained in this Contract or other written Group instructions agreed to by BCBSM.

- H. **Health Care Provider Interest.** Group acknowledges that various states including Michigan have enacted prompt payment legislation with respect to the payment of Claims that may require the payment of interest to providers under circumstances dictated by statute. BCBSM will invoice the Group for any interest required by statute and Group shall pay such interest. Additionally, out-of-state Claims may be inclusive of any interest owed by statute or required by the terms of provider contracts with the out-of-state BCBS Plan. Out-of-state Claims are reported and billed to Group as submitted to BCBSM by the out-of-state BCBS Plan.
- I. **Confidentiality.** The terms of this Contract and the items set forth below are confidential and shall not be disclosed or released to a third party without the prior written consent of BCBSM, unless required by law.
1. **Provider Proprietary Information.** Health care provider names, addresses, tax identification numbers, and financial amounts paid to such providers.
 2. **BCBSM and Other BCBS Plan Proprietary Information.** BCBSM's or any other BCBS Plan's methods of reimbursement, amounts of payments, discounts and access fees; BCBSM's administrative fees and, if applicable, stop loss fees; those processes, methods, and systems developed for collecting, organizing, maintaining, relating, processing and transacting comprehensive membership, provider reimbursement and health care utilization data.
- J. **Coordination with Medicare.** Group shall timely notify BCBSM whether Medicare is the primary payer for Claims of any Inmate. BCBSM shall change such Inmate's eligibility record within fifteen (15) business days of BCBSM's receipt of Group's notice.
- K. **Rebates.** BCBSM may contract with rebate administrators ("Rebate Administrators") to submit drug claims for Rebates. Group, directly or indirectly, will not submit any claims for Rebates. Rebate Administrators may retain a portion of the gross Rebates as a claims processing and rebate administration fee ("Rebate Administrator Fee"). BCBSM may retain a portion of the Rebates as administrative compensation ("BCBSM Rebate Service Fee"). The Rebate Administrator Fee and BCBSM Rebate Service Fee are set forth in Schedule A. Any change to the Rebate Administrator Fee during a Contract Year shall be effective and automatically incorporated in Schedule A following thirty (30) days notice by BCBSM to Group. BCBSM will distribute Rebates net of any fees set forth in the Schedule A to Group. If BCBSM receives rebate adjustments or de minimis amounts of unidentifiable Rebates that cannot practicably be tied to particular claims, BCBSM will proportionally allocate those Rebate amounts to BCBSM customers.

ARTICLE III **FINANCIAL RESPONSIBILITIES**

- A. **Group Responsibilities.** Group shall be responsible and liable for:
1. Claims;
 2. Fees set forth in Schedules A, B, and C, including administrative fees, additional administrative compensation, and any other fees identified therein;
 3. Health Care Provider Interest;
 4. Taxes and surcharges imposed by state and federal governments on Claims or number of Inmates;
 5. Statutory court costs and attorney fees awarded by a court of competent jurisdiction to an Inmate as a result of Litigation; and

6. All other risks, financial obligations, and liabilities which BCBSM may assume or which might otherwise attach with respect to the administration of Coverages.

B. Group's Monthly Wire and Other Payments. Group shall make monthly payments of all amounts due to BCBSM by the due date set forth on the invoice. In addition, Group shall pay to BCBSM any separately invoiced amounts within fifteen (15) days of invoice or settlement issue date. If Group's payment for any amount payable under this Contract is more than one (1) business day late, Group shall pay a late fee equal to two percent (2%) of any outstanding amount due or the maximum percentage permitted by law, whichever is less. BCBSM may cease processing Claims retroactive to the last date for which full payment was made.

C. Interest and Float. Group shall make payments of amounts due and owing to a designated BCBSM bank account, which funds other BCBSM accounts. To the extent any of those bank accounts are interest bearing, BCBSM retains any interest earned and will not pay or credit any interest to Group. Additionally, banks holding BCBSM accounts may retain float interest earned on transactions with the funds in those accounts.

D. Schedule A Renewals. At least thirty (30) days prior to each Renewal Date, BCBSM shall send Group a Schedule A for the new Contract Year with all pricing terms for a single or multiple Contract Year(s). Any renewal Schedule A shall be deemed fully executed and effective as of the Renewal Date if Group fails to sign it and makes any payment according to its terms.

E. Settlements.

1. Annual Settlements. Group shall receive its Annual Settlement approximately one hundred twenty (120) days after the end of each Contract Year, which may include a reconciliation of any administrative fees based on BCBSM's enrollment records for the Contract Year at the time the reconciliation is performed.

If the Group has an arrangement whereby it pays additional administrative compensation ("AAC"), the total AAC reported to Group with the annual settlement equals the total amount of AAC collected from Group during the year less any AAC that was refunded to Group pursuant to a stop-loss insurance policy with BCBSM. If the total AAC exceeds the maximum AAC set forth in Schedule A, BCBSM shall return the excess AAC to Group. If the total AAC is less than the minimum AAC set forth in Schedule A, Group shall pay BCBSM the shortfall. Neither Group nor BCBSM shall pay any interest on these payments / refunds.

2. Customer Savings Refund. Customer Savings Refund ("CSR") is the annual report reconciling Claims during the twelve (12) month period 7/1 – 6/30 with any of the following items settled during the same period: (1) retroactive adjustments made in the Michigan Hospital Settlement (MHS), explained below, (2) Class Action recoveries, and (3) any other settlements from litigation and provider audits for which claim readjudication is not practicable.

If a refund is due, Group will receive a CSR payment in the year following the close of the CSR period. In the case of a liability resulting from the MHS, the liability will be reported to Group in the year following the close of the CSR period. A liability will accumulate with interest and may be offset against future CSR payments or Rebates.

MHS liabilities will continue to accumulate from year to year unless Group elects to pay the liability or CSR payments in subsequent years exceed the amount of Group's outstanding MHS liability. BCBSM may in its sole discretion invoice Group for some or all of Group's CSR liability, which invoice shall be paid within thirty (30) days of receipt by Group.

The MHS is designed to reconcile amounts BCBSM paid to a hospital during a year with the total amount of reimbursement due to the hospital. Pursuant to separate agreements between BCBSM and Michigan hospitals, BCBSM makes periodic estimated payments to each hospital based on expected claims for all

BCBSM customers. At the end of the contract year with the hospital, BCBSM settles the amount the hospital received in payments with actual claims experience, hospital reward and incentive payments under Quality Programs, and hospital obligations to Quality Programs. The MHS will result in a gain or loss applied to Group's CSR.

Group will not receive a CSR or incur adjusted liability attributable to a particular hospital until after the finalization of the MHS for a particular hospital. Group's refund or liability attributable to a particular hospital gain or loss, respectively, is proportionate to Group's utilization for that hospital.

ARTICLE IV TERMINATION AND TERMINATION ASSISTANCE

A. Termination & Notice.

1. With or Without Cause. Either party may, with or without cause, terminate this Contract by providing the other party with at least ninety (90) days prior written notice of the termination date ("Termination Date").
2. Nonpayment, Partial Payment, Insolvency, or Bankruptcy. Notwithstanding any other Contract provisions, if Group fails to timely pay any amounts owed or becomes insolvent or files for bankruptcy protection, BCBSM may terminate this Contract by providing Group with at least five (5) days prior written notice of the Termination Date.
3. Termination within the First Contract Year. If Group gives notice of termination before the end of the first Contract Year or if BCBSM terminates under *subsection 2* above before the end of the first Contract Year, Group shall pay BCBSM twelve (12) months of the administrative fees as set forth in Schedule A multiplied by the average monthly Inmate count (less the administrative fees paid prior to the Termination Date) to compensate BCBSM for its implementation costs.

B. Post-Termination Assistance. BCBSM will assist Group during the TAP and each party's obligations will continue to be governed by the terms of this Contract, except as set forth below.

1. End of Coverage. Notwithstanding any other provisions contained herein, neither BCBSM nor any BCBS Plan shall have any obligation for payment for any health care services which are incurred on or after the Termination Date.
2. Obligation to Pay. Notwithstanding any other provisions contained herein, Group is obligated to timely pay all amounts incurred under the Contract during the TAP.
3. Claims Processing. All Claims incurred, but not paid, prior to the Termination Date shall be processed by BCBSM or other BCBS Plans pursuant to the terms and conditions in this Contract. BCBSM may cease processing Claims if Group fails to timely pay BCBSM for amounts due and owing, is insolvent, or files for bankruptcy. Group represents and warrants that it will be solely liable for any Claims BCBSM does not pay as a result of Group's failure to make timely payment. Group will indemnify, defend, and hold BCBSM harmless for any Litigation or other adversary proceeding brought by an Inmate whose claim was not paid as a result of Group's failure to timely pay BCBSM. This paragraph is independent of BCBSM's rights under *Article IV.A.2* above.
4. Administrative Fee and Claim Payments. For the first three (3) months of the TAP, Group shall pay the fixed administrative fees and Claims on a monthly basis. For the next twenty-one (21) months of the TAP, BCBSM will invoice Group only for Claims each month. AAC, if any, will continue to be paid for the duration of the TAP.

5. **Settlement – Last Contract Year.** Within one-hundred eighty (180) days following the Termination Date, BCBSM shall prepare a settlement statement for the last Contract Year.
 6. **Final Settlement.** Within ninety (90) days after the expiration of the TAP, BCBSM will prepare a final settlement and will refund any positive balance or invoice Group for any negative balance. Any negative balance will be due within ten (10) days of the date of invoice. The payment to Group or to BCBSM as provided in the immediately preceding sentence shall fully and finally settle, release, and discharge each party from any and all claims that are known, unknown, liquidated, non-liquidated, incurred-but-not-reported, adjustments, recoupments, receivables, recoveries, rebates, hospital settlements, and other sums of money due and owing between the parties and arising under this Contract.
 7. **Group Duty to Notify / Indemnity.** Group shall notify BCBSM if, as a result of its insolvency or other status, another party is required by law to receive any refunds, payments, or returned funds from BCBSM under this *Article IV*. Group shall indemnify, defend, and hold BCBSM harmless for any liability, including attorney fees, resulting from Group’s failure to notify BCBSM under this paragraph.
- C. **Conversion to Underwritten Group.** If Group converts from a self-funded group to a BCBSM underwritten group, Group shall continue to be obligated for any balance due and Group shall timely pay the amounts due and owing under this Contract in addition to any premium payments as a BCBSM underwritten group.

ARTICLE V
GENERAL PROVISIONS

- A. **Entire Agreement.** This Contract represents the entire understanding and agreement of the parties regarding matters contained herein. This Contract supersedes any prior verbal or written agreements and understandings between the parties and shall be binding upon the parties, their successors or assigns. Neither party has executed this Contract in reliance on any representations, warranties, or statements other than those expressly set forth herein.
- B. **Indemnity.** Group agrees to indemnify, defend and hold BCBSM harmless from any claims resulting from Group’s breach of any term of this Contract or breach of any obligation or duty not expressly delegated to BCBSM in this Contract, including, but not limited to, Group’s obligation to manage eligibility, enrollment, and benefit design and to read and understand the terms of this Contract. The indemnity and hold harmless provisions of this Contract shall survive the termination of the Contract.
- C. **Service Mark Licensee Status.** BCBSM is an independent licensee of BCBSA and is licensed to use the “Blue Cross” and “Blue Shield” names and service marks in Michigan. BCBSM is not an agent of BCBSA and, by entering into this Contract, Group agrees that it made this Contract based solely on its relationship with BCBSM or its agents. Group agrees that BCBSA is not a party to this Contract, has no obligations under this Contract, and that no BCBSA obligations are created or implied under this Contract.
- D. **Notices.** Any notice required under this Contract shall be given in writing and sent to the other party by hand-delivery, overnight carrier, email to the other party’s representative, or US first class mail at the following address or such other address as a party may designate from time to time.

If to Group:

Address set forth above

If to BCBSM:

Blue Cross Blue Shield of Michigan
600 Lafayette East, Mail Code B612
Detroit, Michigan 48226-2998

- E. **Amendment.** This Contract may be amended only by a written agreement duly executed by authorized representatives of each party provided, however that this Contract may be amended by BCBSM upon written notice to Group in order to facilitate compliance with applicable law including changes in regulations, reporting requirements or data disclosure as long as such amendment is applicable to all BCBSM groups that would be similarly affected by the legal change in question. BCBSM will provide thirty (30) calendar days notice of any such amendment and regulatory provision, unless a shorter notice is necessary in order to accomplish regulatory compliance. Upon Group's request, BCBSM will consult with Group regarding the regulatory basis for any amendment to this Contract as a result of regulatory requirements.
- F. **Severability.** The invalidity or nonenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
- G. **Waiver.** The waiver by a party of any breach of this Contract by the other party shall not constitute a waiver as to any subsequent breach.
- H. **Law.** This Contract is entered into in the State of Michigan and, unless preempted by federal law, shall be construed according to the laws of Michigan. Group agrees to abide by all applicable state and federal law. Group agrees that, where applicable, the federal common law applied to interpret this Contract shall adopt as the federal rule of decision Michigan law on the interpretation of contracts.
- I. **HIPAA.** The parties have entered into a business associate agreement that governs the access, use, and disclosure of protected health information.
- J. **Force Majeure.** Neither BCBSM nor Group shall be deemed to have breached this Contract or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Contract if prevented from doing so by acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, epidemics, pandemics, wars and war-operations, restraints of government, power or communication line failure, judgment, ruling, order of any federal or state court or agency of competent jurisdiction, change in federal or state law or regulation subsequent to the execution of this Contract, or other circumstances beyond the party's reasonable control for so long as such "force majeure" event reasonably prevents performance.
- K. **Record Retention.** Group will maintain relevant books, records, policies, procedures, internal practices, and / or data logs relating to this Contract in a manner that permits review for a period of seven (7) years (or ten (10) years in the case of Medicare / Medicaid transactions) after the expiration of this Contract.

If Group conducts, or contracts to have conducted, an internal audit or review of the services performed under any agreement with BCBSM, Group shall provide BCBSM with a copy of such audit or review within thirty (30) days of BCBSM's written request. Group shall also provide a copy of any findings or reports issued by or to any federal or state regulatory agency related to this Contract.

The provisions of this Section shall survive the termination of this Contract.

- L. **Plan Year.** Group's plan year is the one-year period beginning on the Effective Date and each Renewal Date thereafter unless Group notifies BCBSM at least six months in advance of a change thereto.
- M. **Knowing Assent.** Group acknowledges that it has had a full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision to knowingly enter into this Contract. Group acknowledges that it has an obligation to determine whether the financial arrangements set forth in this Contract and Schedules are an appropriate expense. Group acknowledges that it has had any questions about this Contract posed to BCBSM fully answered to Group's satisfaction.



Four Lakes Task Force (FLTF)

Land Use GUIDELINES for Secord, Smallwood, Wixom and Sanford Lakes

GLADWIN AND MIDLAND COUNTIES ASSUME NO LIABILITY FOR DAMAGES, INJURIES OR DEATH RESULTING FROM ACCESS TO, OR ACTIVITIES UPON THE BOTTOMLANDS. PROCEED AT YOUR OWN RISK.

FLTF, as the Delegated Authority for both Gladwin and Midland Counties under State of Michigan Part 307 regulations, has acquired the properties formerly owned by Boyce Hydro and will be managing these properties associated with the Secord, Smallwood, Wixom, and Sanford Lakes (Four Lakes), including shoreline and lake bottomland (defined as the shoreline area between the previous water's edge and the current water's edge) areas. FLTF is also managing the restoration of water levels for the Four Lakes; an effort that includes the redesign and reconstruction of dam and spillway-related structures, as appropriate.

The May 2020 flooding event significantly changed the Four Lakes bottomlands. The water levels at Four Lakes will continue to be abnormally low due to the need to make dam repairs and/or dam section replacements. The length of time to restore the water levels in the Four Lakes is unknown. This means that the public may encounter hazards when traversing the shorelines, bottomlands or waters of the Four Lakes that did not previously exist. Therefore, when visiting the bottomlands, the public should take the new conditions of the area into consideration. Due to environmental erosion and habitat concerns that exist therein, the bottomlands are not intended for unlimited recreational use. Limited use while protecting the health of the property, the safe use of the resources and being respectful to all is listed below.

Typical recreation when conducted responsibly includes:

- Access to docks or other structures that have been permitted by the respective County permitting authority; the permitted upland property owner; or FLTF on behalf of the respective County
- Hiking or fishing in unrestricted public areas
- Use of open federal, state, local or private boat ramps
- Sightseeing
- The permitted upland property owners have a right to access the bottomlands from their property
- Non-residence access is only allowed from unrestricted public access points along the Four Lakes
- Waterfowl hunting, trapping, and fishing consistent with previous use is permitted following all state and federal rules and regulations
- Dogs or other animals must be under immediate control



- Kayaking and canoeing are permitted provided all state and federal rules and regulations are followed
- Mowing/weed whacking by property owners at the edge of their shorelines [following guidelines](#)

Activities requiring permission that must be reviewed by FLTF first:

- Cutting stumps to lower injury potential or damaging boat props. Cut logs must be removed from bottomlands. STUMPS CANNOT BE REMOVED
- Debris removal is permitted provided it is performed safely and the debris is disposed of properly

Recreational activities that are **more dangerous** and NOT permissible per the guidelines include:

- Deer or upland game hunting
- Camping
- Open fires or burn areas
- Bike riding
- Horseback riding
- ORV or snowmobile riding
- Digging up or otherwise disturbing the ground on the bottomlands without a permit
- Stump removal
- Building or placing structures on the bottomlands (i.e. pools, tiki huts, etc.)

As the lakes are being restored, following common-sense rules and guidelines helps ensure that the bottomlands can be enjoyed in a manner that is safe and environmentally responsible.

As a reminder, the bottomlands are owned by Gladwin and Midland counties. However, they are NOT designated as park and recreation property.

THE ABOVE COMMENTS DO NOT CONSTITUTE AN INVITATION TO ACCESS OR USE THE BOTTOMLANDS THAT WERE FORMERLY LAKES. ALL ENTRY AND ACTIVITY IS AT THE USERS SOLE RISK. NEITHER GLADWIN NOR MIDLAND COUNTIES NOR FOUR LAKES TASK FORCE ASSUME ANY LIABILITY FOR DAMAGES, INJURIES OR DEATH RESULTING FROM ACCESS TO, OR ACTIVITIES UPON THE BOTTOMLANDS.