

## **SERVICES AGREEMENT**

This Services Agreement (the “Agreement”) is made between the entity listed on Exhibit A as Purchaser (“Purchaser”), and the Regents of the University of Michigan, a Michigan constitutional corporation on behalf of its University of Michigan Health Department of Emergency Medicine with its principal place of business in Ann Arbor, Michigan (“University”). Each of Purchaser and University are also referred to herein individually as a “Party” and collectively as the “Parties”.

### **ARTICLE I UNIVERSITY OBLIGATIONS**

1.1 **Services.** University will, through its staff, students, contractors and other agents (the “University Staff”), in each case as identified to Purchaser from time to time, including replacements or additions, provide to Purchaser the services set forth and incorporated in Exhibit A to this Agreement (the “Services”) in accordance with the terms and conditions of this Agreement.

1.2 **University Staff.** University will be solely responsible for the selection, supervision, compensation, evaluation, training, retention, discipline and termination of the University Staff; provided, however, that, upon the request of University, Purchaser may provide University with performance feedback to assist University in its evaluations.

1.3 **University Point of Contact.** University will identify a member of University Staff to serve as a primary contact with respect to this Agreement.

1.4 **Required Licenses and Consents.** University will, before the date on which the Services are to commence, obtain, and at all times during the Term (as defined in Exhibit A) maintain, all necessary licenses and consents applicable to the provision of the Services.

1.5 Purchaser acknowledges that University has no responsibility for the supervision of any Purchaser personnel in carrying out his or her contractual functions, and any recommendations made by University (other than in treating patients whom she or he has examined), will require independent judgment of Purchaser prior to being effectuated.

1.6 Purchaser agrees that University shall have access to Purchaser premises at such time as is necessary for University to perform the above described tasks. However, Purchaser may require at least one-week prior notice related to the use of certain facilities.

### **ARTICLE II PURCHASER OBLIGATIONS**

2.1 **Purchaser Point of Contact.** Purchaser will cooperate with University in all matters relating to the Services and appoint a Purchaser employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Purchaser with respect to matters pertaining to this Agreement.

2.2 **Access to Premises.** Purchaser will provide access to Purchaser’s premises, and such office accommodation and other facilities as may reasonably be requested by University, for the purposes of performing the Services.

2.3 Authorizations and Approvals. Purchaser will respond promptly to any University request to provide information, approvals, authorizations or decisions that are reasonably necessary for University to perform Services in accordance with the requirements of this Agreement.

2.4 Required Licenses and Consents. Purchaser will obtain and maintain all necessary licenses and consents in relation to the Services, in all cases before the date on which the Services are to commence.

2.5 University Performance. If University's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, University will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from the prevention or delay.

### **ARTICLE III RECORDS AND ACCESS**

3.1 Confidentiality and Privacy. The Parties agree to maintain and hold as confidential and not disclose the existence or terms of this Agreement or any confidential or proprietary information ("Confidential Information") that either Party may be provided during the Term to any other person (with the exception of either Party's legal counsel or other representatives), unless disclosure of Confidential Information is required by Applicable Law or otherwise authorized by this Agreement or consented to in writing by the other Party. In addition, the Parties agree that University's provision of the Services does not qualify University as a "Business Associate" of Purchaser as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, (which act and regulations as amended, restated and superseded from time to time, are collectively referred to as "HIPAA"). Purchaser will take all necessary steps to ensure University Staff do not seek or obtain access to protected health information created, maintained or received by Purchaser. In the event the scope of University's services changes or HIPAA changes (including governmental guidance offered on HIPAA) such that either Party concludes the Agreement must be amended or further documents executed to ensure the Parties' compliance with HIPAA, the Parties agree to promptly take all actions necessary to ensure their compliance with HIPAA.

#### **3.2 Access to Records.**

(a) Cooperation. The Parties will cooperate to make available to one another and to government authorities with jurisdiction access to any financial, medical, or other records created or maintained in connection with this Agreement and the Services as necessary to facilitate their compliance with Applicable Law.

(b) Omnibus Reconciliation Act. If and only to the extent required by Section 1861(v)(1)(1) of the Social Security Act, the Parties will: (i) make available, upon written request of the Secretary of the Department of Health and Human Services, the Controller General of the United States, or any of their duly authorized representatives (collectively the "Government Parties"), this Agreement and such books, documents, and other records as may be necessary to certify the nature and extent of the costs hereunder; and (ii) ensure that any subcontracts with a value or cost of \$10,000 or more over a 12-month period with a related organization contain a clause that requires that until the expiration of six (6) years following the furnishing of services pursuant to the contract, the related organization will make available, upon request of the Government Parties, the subcontract and such books, documents and other records of such related organization as are necessary to verify the nature and extent of rendered contractual costs.

## **ARTICLE IV FINANCIAL ARRANGEMENT**

3.1 Compensation. Purchaser will compensate University for the Services by paying the fees and reimbursing such expenses pursuant Exhibit A.

3.2 Billing. University will submit an invoice to Purchaser quarterly in arrears for its fees and expenses incurred for such time period, or at other time intervals upon which the Parties mutually agree, that University provides Services, documenting all the Services completed by University and the amount owed by Purchaser.

3.3 Payment. No later than thirty (30) days after Purchaser receives an invoice for Services, Purchaser will remit payment to University in the amount set forth in the invoice. All payments under this Agreement will be in US dollars and made by check or wire transfer.

## **ARTICLE V COMPLIANCE WITH LAWS AND STANDARDS**

4.1 Generally. Each Party will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law, including without limitation those pertaining to recipients of federal funds, confidentiality, health care fraud and abuse and taxes. Purchaser acknowledges that it has been advised that University operates a toll-free compliance hotline (866-990-0111) to facilitate the reporting of any conduct or activity that is or may be non-compliant with legal and regulatory requirements or risk patient safety. Purchaser will immediately report by calling the compliance hotline or filing an online report (<http://www.med.umich.edu/compliancehotline/>) any observed conduct, activity or practice that it believes may be non-compliant or below applicable standards, and will instruct its employees, contractors, agents and others as applicable to do so on its behalf.

4.2 Non-Discrimination/Equal Opportunity. To the extent applicable, the Parties agree to comply with the following, as amended from time to time: Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Drug Free Workplace Act of 1988, Section 503 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and any similar Applicable Law.

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES**

5.1 Generally. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(d) when executed and delivered by a Party, this Agreement will constitute the legal, valid and binding obligation of that Party, enforceable against that Party in accordance with its terms.

5.2 No Warranty or Guarantee; Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL, STATE AND LOCAL LAW AND REGULATIONS (“APPLICABLE LAW”), UNIVERSITY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. FOR THE AVOIDANCE OF DOUBT, UNIVERSITY DOES NOT GUARANTEE ANY PARTICULAR RESULTS BASED ON THE SERVICES PROVIDED.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

### **7.4 Indemnification.**

(a) Indemnification. To the extent allowed by law, each Party will defend, indemnify and hold harmless the other Party and its respective officers, directors, trustees, employees, representatives, agents, successors, and assigns from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees (collectively, “Losses”), which may arise out of the indemnifying Party’s acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity.

(b) Notification of Claim. The indemnifying Party will keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and will permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying Party’s payment of money, it will have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying Party or the indemnifying Party has not or will not pay the money required for resolution, the Parties will cooperate regarding defense and settlement.

(c) Exclusive Remedy. The sole and exclusive remedy for any and all Losses resulting from, relating to, or arising out of this Agreement will be the rights of indemnification set forth in this Article VII, and no person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties hereto to the fullest extent permitted by Applicable Law.

(d) Limitation of Liability. Neither Party will be liable to the other for any consequential, incidental, indirect, special, punitive or exemplary damages of any kind whatsoever (including, but not limited to, any loss of future revenue, income or profits or any diminution of value or multiples of earnings damages) sustained as a result of a breach or alleged breach of, or otherwise arising out of, this Agreement or any action, inaction, alleged tortious conduct, or delay by the other related thereto, whether or not the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen by the other Party. In no event will either Party’s liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid to University pursuant to this Agreement in the twelve-month period preceding the event giving rise to the claim.

## 7.5 Insurance and Claims.

(a) Maintenance of Insurance. Each Party agrees to procure and maintain in effect during the Term (i) comprehensive general liability insurance, including contractual products and completed operations insurance, of at least one million (\$1,000,000) dollars per occurrence and three million (\$3,000,000) dollars in the aggregate, (ii) errors and omissions/professional liability insurance in the amounts of at least five million (\$3,000,000) dollars per occurrence and ten million (\$6,000,000) dollars in the aggregate if the Services are deemed professional in nature or performed by someone with a professional designation and are excluded from the comprehensive general liability insurance, and (iii) comprehensive cyber liability insurance of at least one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate with coverage for damages from first and third party losses from media content, security and privacy, cyber extortion, and event management. These insurance requirements may be satisfied with a policy of commercial insurance from an insurance carrier with a Best A- or better rating registered to write insurance policies in Michigan and in good standing with the Commissioner of Insurance for the State of Michigan, or a self-insurance trust fund or captive insurance company which is consistent with self-insurance requirements under Applicable Law. Each Party is responsible for covering its own employees. Each Party agrees to provide the other Party with prompt written notice of any change in its total program of liability insurance coverage that would cause such Party to be out of compliance with the requirements set forth in this Section.

(b) Additional Coverage. In the event any insurance described in this Article is purchased on a claims-made basis, the Party responsible for procuring and maintaining such insurance will procure a reporting endorsement (“tail coverage”) with the same coverage limits.

(c) Evidence of Insurance. Each Party will furnish the other, within seven (7) days after receipt of a request, a current and valid Certificate of Insurance or verification of the existence of a self-insurance program satisfying the requirements set forth in this Article.

(d) Claims and Litigation Arising out of this Agreement. Each Party agrees to fully cooperate with each other in the notification, investigation and handling of all potential claims, pre-suit claims and litigation toward mutually reducing the costs of litigation and enhancing litigation outcome.

## **ARTICLE VIII TERM AND TERMINATION**

8.1 Term. The Term of this Agreement will be as defined in Exhibit A.

8.2 Early Termination.

(a) Termination for Convenience. Either Party may terminate this Agreement, for any reason or for no reason, by providing ninety (90) days’ written notice to the other Party.

(b) Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party of its obligations under this Agreement by providing written notice to the breaching Party of the breach and a reasonable opportunity to cure of no less than thirty (30) days (the “Cure Period”). In the event the breaching Party does not cure within the Cure Period, this Agreement will terminate as of the day following the expiration of the Cure Period. A notice of termination pursuant to this Section will trigger the informal dispute resolution procedures specified in Article VII.

(c) Immediate Termination. Either Party has the right to terminate this Agreement immediately upon notice to the other Party in the event the other Party becomes insolvent, makes a general

assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceedings under federal or state bankruptcy or other Applicable Law relating to insolvency or the protection or rights of creditors.

(d) Effect of Termination. As of the effective date of the termination of this Agreement, neither Party will have any further rights or obligations hereunder except (i) Sections 2.6, 3.1, 8.2 and Articles III, VII, IX and X will survive the termination of this Agreement, (ii) for rights and obligations accruing prior to the effective date of termination and (iii) arising as a result of any breach of this Agreement.

## **ARTICLE IX COORDINATION AND DISPUTE RESOLUTION**

9.1 Informal Dispute Resolution. A representative of each of University and Purchaser will meet as often as reasonably requested by either Party to review the performance of the Parties under this Agreement. In the event of any dispute or disagreement between the Parties with respect to the performance by either of its obligations hereunder or with respect to interpretation of the Agreement's terms and conditions, then at the request of either Party, each Party will appoint a representative whose task it will be to meet with the other for the purpose of endeavoring to resolve the dispute. During the course of discussions, all reasonable requests made by one Party to the other for information will be honored so that each of the Parties may be fully informed concerning the dispute. The specific format for discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or exchange of written statements of position. No formal proceedings for resolution of any dispute may be commenced until the earlier of (i) a good-faith conclusion by each Party's designated representative that amicable resolution through continued negotiation does not appear likely; or (ii) the passage of thirty (30) days after delivery of a written request for appointment of representatives to resolve the dispute. Any discussions or negotiations held pursuant to this Section will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

9.2 Notification of Adverse Action. Each Party will notify the other promptly of: (a) any litigation brought against the notifying Party related to the Services provided hereunder; (b) any actions taken or investigations initiated by any government agency involving the Services hereunder, University, Purchaser, or their employees, agents or contractors involved in providing Services hereunder; or (c) if applicable, any legal actions or investigations, or notice thereof, initiated against the Party by governmental agencies or individuals regarding fraud, abuse, false claims, or kickbacks in connection with the Services. Upon the other Party's request, the notifying Party will provide the other Party with all known details of the nature, circumstances, and disposition of any suits, claims or investigations reportable under this Article VII; provided, however, that nothing in this Article will require either Party to provide the other with any information prohibited to be disclosed by Applicable Law or administrative agency requirement, or to waive any attorney-client, work-product or other similar privileges.

9.3 Participation in Defense. Each Party retains the right to participate, at its own expense, in the defense of any alleged or potential claim against either Party where the claim or potential claim represents any risk of an adverse outcome to the Party seeking participation in the defense.

9.4 Assumption of Defense Obligations. Each Party retains the right to assume, at its own expense, all defense obligations for any alleged or potential claim if the claim arises entirely from the alleged acts or omissions of the Party seeking assumption of the defense obligations.

## ARTICLE X GENERAL PROVISIONS

### 10.1 Names and Marks.

(a) Ownership. Each Party retains ownership in any trade names, service marks, trademarks, trade dress, logos and similar intangible property and neither will take any action that would infringe on the other's property in carrying out the terms and conditions of this Agreement.

(b) Use. In no event may either Party use the names, trade names, service marks, trademarks, trade dress or logos of the other in publicity releases, advertising or any other external communications or public disclosures without the express, written consent of a duly authorized representative of the other.

(c) Effect of Termination. Upon expiration or termination of this Agreement under any circumstances, Purchaser will immediately destroy all signage, stationary and other visible indicators of the University of Michigan's involvement in the provision of Services for Purchaser, if any. Nothing in this Agreement will be interpreted to affect a sale, lease, or other transfer of a Party's name, mark, dress or logo to the other Party.

10.2 Independent Contractors. The Parties agree that each is a separate and independent entity and an independent contractor to the other. Neither Party is the partner, agent, joint venturer or representative of the other, nor does either Party exercise independent direction or control over the manner in which the other performs its obligations under this Agreement. Each Party will be responsible, with respect to each of its employees performing services or obligations pursuant to this Agreement to: (a) pay or cause to be paid compensation and fringe benefits; (b) withhold or cause to be withheld, and pay to the appropriate taxing authorities, all applicable federal, state, and local taxes (including, but not limited to, FICA); (c) make, or cause to be made, any and all payments such as unemployment compensation; and (d) maintain, or cause to be maintained, all worker's compensation and insurance or self-insurance as may be required under Applicable Law. Neither Party will have, nor will any make any statement nor take any action that might cause a third party to believe it has, the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other unless expressly set forth in this Agreement or otherwise approved in writing by a duly authorized representative of the other.

10.3 Assignment/Delegation/Subcontracting. Neither Party will assign, delegate, subcontract or otherwise transfer, whether by operation of law or otherwise, any or all of its rights and/or obligations under this Agreement except with the express, written consent of a duly authorized representative of the other Party. This prohibition will not be deemed to apply to an assignment, delegation, or subcontract by a Party (a) to an entity that owns or controls, is under common ownership or control with, or that is owned or controlled by a Party or (b) in connection with a conversion of such Party, a merger of such Party into another entity, a sale of a majority of the equity in such Party, or a sale by such Party of all or substantially all of its assets. No assignment will relieve the assigning Party of any of its obligations hereunder.

10.4 Notice. Any notice to either Party must be in writing, signed by the Party giving it, and served to the addresses indicated on the signature page (and to such other addresses as later may be designated by written notice) by personal delivery, recognized overnight courier service, electronic mail, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices will be effective when received, but in no event later than three (3) days after mailing.

10.5 Entire Agreement, Amendment. This Agreement and its attachments collectively constitute the sole and entire understanding between the Parties with respect to the provision of Services to

Purchaser by University and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter herein. This Agreement may not be amended except by an agreement signed by authorized representatives of both Parties..

10.6 Governing Law, Construction and Venue. This Agreement will be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against The Regents of the University of Michigan will be brought in the Michigan Court of Claims.

10.7 Force Majeure. Neither Purchaser nor University will be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the Party (“Force Majeure Event”). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party will: (a) as soon as practicable notify the other Party in writing of the Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party’s performance for more than thirty (30) calendar days following notice by the delaying Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.

10.8 Tax Exempt Status. The Parties acknowledges that each is a tax-exempt institution, granted such status by authorized taxing units of State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933. Section 4 as amended).

10.9 Freedom of Information Act. Nothing in this Agreement will be construed to limit in any way the ability of University to comply with any Applicable Law or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with such act or any other law, and such release will not constitute a breach or threatened breach of this Agreement.

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This Agreement becomes binding when signed by both Parties.

**PURCHASER**

**THE REGENTS OF THE UNIVERSITY OF MICHIGAN**

*By:* \_\_\_\_\_

*Name:*

*Title:*

*By:* \_\_\_\_\_

*Name:*

*Title:*

*Address(es) for Notices:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Address(es) for Notices:*

University of Michigan  
Attn: Department of Strategy  
2301 Commonwealth Blvd 2nd FL  
Ann Arbor MI 48105-2967

*With a copy to:*

Office of the General Counsel  
University of Michigan  
300 N. Ingalls, Suite 3B04  
Ann Arbor, MI 48109-5476

*Federal Tax ID:* \_\_\_\_\_

*Federal Tax ID:* 38-6006309

**EXHIBIT A**  
**SERVICES AND COMPENSATION**

**I. DEFINED TERMS**

Purchaser	Genesee County, a Michigan Municipal Corporation, with its principal place of business in Flint, Michigan
Purchaser Contact(s)	Rick Cronkright <a href="mailto:RCronkright@geneseecountymi.gov">RCronkright@geneseecountymi.gov</a>
University Contact(s)	Lisa Hartwell <a href="mailto:lahart@med.umich.edu">lahart@med.umich.edu</a>

**II. TERM**

The initial term for the provision of the Services (the “Initial Term”) will begin on **May 1, 2025** (the “Effective Date”) and end on **April 30, 2026**, unless earlier terminated in accordance with this Agreement. The Initial Term may be renewed and extended for additional one-year terms by written agreement of the Parties (each a “Renewal Term” and together with the Initial Term, the “Term”). Each Party agrees to use its reasonable efforts to notify the other Party, no later than ninety (90) days prior to the end of the Term, that it does not intend to enter into a Renewal Term.

**III. SERVICES.** The services (“Services”) include, but are not limited to, the following:

- One (1) training session per month to take place during Company roll call that includes both a group case review as well as an educational topic with an emphasis on complex and rare patient presentations.
- Physician involvement in the Genesee County Medical Control Authority (GCMCA) with monthly meetings.
- Professional Standards Review Organization (PSRO) attendance.
- At least forty-eight (48) hours a month of on-scene training during which University Staff will respond to medical calls along with a deputy to provide directed training, coaching and medical oversight as allowable by applicable GCMCA protocols.
- Meet with new trainees during their field training and orientation phase to provide personalized training and orientation phase.

If not specifically enumerated above, University must agree to any additional Services and may require additional time and/or compensation, which agreement shall be in writing between the parties.

**IV. SUPPLIES AND SUPPORT STAFF.** Purchaser shall be required to provide all supplies, equipment, and support staff needed to enable University Staff to perform the Services.

**V. COMPENSATION**

**A. Fees**

The fee for the Services is \$10,000 per month, not to exceed \$120,000 per year. If the Services (inclusive of travel time, as further discussed below) go over the estimated total hours, University will adjust the invoices accordingly.

B. Cost Reimbursement

In addition to the fees described above, Purchaser will reimburse University for all costs associated with the provision of the Services under this Agreement as described below:

1. ~~Mileage Reimbursement. Purchaser will reimburse University for the cost of travel incurred by the University Staff to and from Purchaser and between Purchaser's sites in connection with the performance of the Services at the standard mileage rate set by the Internal Revenue Service.~~

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