

**AGENDA FOR
BOARD ACTION –
NEW BUSINESS**

NEW BUSINESS #1

NEW BUSINESS ITEM #1 CREDIT COLLECTION
CONTRACT

MOTION TO APPROVE THE CONTRACT WITH
MERCHANTS & MEDICAL CREDIT CORPORATION, INC
EFFECTIVE JUNE 22, 2022, WITH A 30 DAY
TERMINATION NOTIFICATION BY EITHER PARTY UPON
WRITTEN NOTICE.

MADE BY:

SECOND BY:

JASON

BOB

KATHY

ALAN

AGREEMENT

This Agreement is between Merchants & Medical Credit Corporation, Inc. (MMCC) and Torch Lake Township dba Torch Lake Ambulance Service (the "Client"). For the mutual consideration set forth below MMCC and the Client agree that MMCC will collect delinquent accounts of the Client under the following terms and conditions:

1. MMCC is and will remain an independent contractor with respect to the Client and have complete control of the collection of the accounts listed with MMCC except as specifically set forth in this Agreement.
2. The Client authorizes and instructs MMCC to endorse for deposit in the Client's name and in their behalf, such money orders, checks, drafts, or other forms of remittance MMCC may receive on accounts the Client submits to them for collection.
3. If and when the Client directs MMCC to forward any account to an attorney for collection, MMCC is authorized and directed to tender the account to the attorney as a convenience to the Client subject to the following terms:
 - a. The Client shall choose the attorney to whom the Client's account shall be transmitted. Such attorney is to represent the Client and to report to MMCC or to the Client as directed by the Client.
 - b. When the Client authorizes suit or an expense, MMCC is authorized and directed to conduct on Client's behalf all routine correspondence with the attorney, subject to the Client's control. All matters requiring a decision shall be referred to the Client.
 - c. The Client authorizes MMCC to advance legal costs on the Client's behalf.
4. The Client shall pay to MMCC the following fees for MMCC's services:
 - a. 25% of the funds collected for accounts where the 50% rate described below doesn't apply.
 - b. 50% of the funds collected for accounts which the Client has directed to be sent to an attorney, or where the debtor has filed bankruptcy or a decedent estate has been filed for a deceased debtor.
 - c. We further acknowledge that the accounts listed with MMCC will be serviced on a contingency basis as previously set forth. To partially compensate for the work done on accounts which are uncollectible and upon which there is no recovery, and to offset cost losses and expenses incurred in skip tracing, investigation of assets, personal and field contacts with debtors, etc., any statutory or court ordered attorney fees and interest that may be earned or accrued that is collected on any of the Client's open accounts shall be retained by MMCC.
5. The Client agrees that from the date MMCC acknowledges the receipt of an account that MMCC has an agency interest in said account and it is understood and agreed that MMCC has exclusive control of those accounts until they are paid in full to them or to the Client, or until MMCC has exhausted all lawful means of collections and returns the accounts to the Client as uncollectible.
6. In the meantime, these accounts cannot be withdrawn by the Client without payment of the regular fees and advanced costs, as set forth above, on the balance of each account as if fully collected. Merchandise returned to the client or the acceptance of notes by the Client will be considered the same as cash received by them and subject to the regular rate of commission, unless special arrangements are made in advance. If a listed account has been paid prior to the list date a 10% discovery fee will be charged if reported to MMCC within 30 days of listing. If the payment is reported to MMCC after 30 days from the listing the full fee set forth in paragraph 4 above will be charged.
7. MMCC hereby agrees to indemnify Client and to hold Client harmless from and against all damages, costs, losses and expenses, including reasonable attorney's fees, directly resulting from MMCC's collection activity under this contract; provided, however, Client hereby warrants and guarantees that the information furnished to MMCC, including but not limited to the identity of the debtor, any information about the debtor, the balance of the account and the payments and credits due, shall be accurate. Client shall not refer any account to MMCC where the debtor has an open bankruptcy estate or the account has been discharged in bankruptcy. Client shall have an affirmative duty to report to MMCC at the time of turnover any legal representation of the debtor and thereafter to promptly report to MMCC any legal representation, bankruptcy filings, decedent estate, or any change in the amount of the debt by payment, adjustment or otherwise. MMCC shall have no obligation to indemnify or hold Client harmless in the event of error or omission in such information. MMCC hereby expressly disclaims responsibility for any other damages, whether special, incidental or consequential.
8. Client agrees to indemnify MMCC, its officers, directors, servants and agents and to hold MMCC harmless from and against all damages, costs, losses and expenses, including reasonable attorney's fees resulting from errors or omissions in connection with such information furnished by Client to MMCC. Client further agrees to indemnify MMCC, its officers, directors, servants and agents and to hold MMCC

Client Initials _____
MMCC Initials _____

harmless from and against all damages, costs, losses and expenses, including reasonable attorney's fees that may arise out of the acts of the agents or employees of Client.

- 9. The Client authorizes MMCC to report any of the accounts listed with MMCC to the credit bureaus. The Client agrees to give MMCC prompt notice of any payments made directly to the Client.
- 10. The Client authorizes MMCC to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with MMCC.
- 11. This Agreement may be amended only in writing signed by both parties.
- 12. MMCC or Client may terminate this Agreement upon 30 days written notice to the other party.

Merchants & Medical Credit Corporation, Inc.

Signature on behalf of Client

By _____

Client Full Business or Corporate Name

Date: _____

Legal Entity(Corp., Partnership, Sole Proprietor)

38-2063637

Corporate ID #, Partners, Owner

Client Street Address

City, State, Zip Code

Client Initials _____
MMCC Initials _____

NEW BUSINESS #2

NEW BUSINESS ITEM #2 - ACCUMED CONTRACT

MOTION TO APPROVE THE RENEWAL OF THE BILLING SERVICE AGREEMENT WITH ACCUMED BILLING, INC. WITH A THREE-YEAR TERM.

MADE BY:

SECOND BY:

ALAN

JASON

BOB

KATHY

BILLING SERVICE AGREEMENT

AccuMed:	AccuMed Billing, Inc.	Customer:	Torch Lake Township EMS
	a Michigan corporation		P.O. Box 713
	P.O. Box 2122		Eastport, Michigan 49627
	Riverview, MI 48192	Contact:	Mike Bertram
		Phone:	231.599.2036
Phone:	(734) 479-6300	Facsimile:	231.599.2561
Facsimile:	(734) 479-6319	Effective Date:	July 1, 2022 or the 1st day of the month immediately following the date this Agreement is accepted by AccuMed, whichever is later.

THIS BILLING SERVICE AGREEMENT ("Agreement") is made by and between AccuMed and Customer.

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. CUSTOMER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY ACCUMED AT ITS OFFICE IN THE STATE OF MICHIGAN.

TERMS AND CONDITIONS

1. **SERVICES.**

A. From the Effective Date to the date of the termination of this Agreement AccuMed agrees to perform those activities which are reasonably necessary to invoice on behalf of Customer the following services provided by Customer (check the applicable boxes):

- Emergency Medical Services ("EM Services")
- EM Services provided by Customer prior to the Effective Date ("Old EM Services").
- Fire Services, including insurance only billing if that box is checked in 4 A ("Fire Services"). For purposes of this Agreement the term "Fire Services" shall include services provided by Customer, excluding EM Services, which AccuMed agrees to invoice on behalf of Customer, such as, but not limited to, Haz Mat, Extrication, stand-by suppression and similar services.

Further AccuMed agrees to provide to Customer the following software solutions and hardware products (check the applicable boxes):

- Electronic Patient Care Reporting described in Schedule A (“ePCR”).
- Hardware products described in Schedule B (“Hardware”).

B. Customer acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills; (ii) AccuMed is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section 1.A.; (iii) AccuMed is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section 1.A.; (iv) Customer has reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state and local law and regulations to implement, enforce and collect the costs and/or fees for the selected services; and (v) Customer shall defend, indemnify and hold AccuMed harmless from all liabilities, costs and expenses (including actual attorney’s fees) related or arising out of the services AccuMed performs relating to the selected services identified in Section 1.A.

C. AccuMed shall begin processing all incidents for services rendered by Customer within 10 business days following the date AccuMed receives accurate and complete information, which will permit it to perform its services identified in Section 1.A. of this Agreement, such information shall include, but not necessarily be limited to: the amount Customer charges for its services, fully completed incident reports which satisfy all signature requirements, including the then current Medicare signature and authorization requirements, demographic, procedure, charge, insurance information electronically recorded in the PCR, diagnosis and treatment related information, Advance Beneficiary Notice, Physician’s Certification Statement, copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as AccuMed shall reasonably request (collectively the "Billing Information"). AccuMed shall promptly notify Customer if AccuMed fails to process such invoices within thirty (30) days of AccuMed’s receipt of accurate and complete Billing Information. Customer agrees that AccuMed shall have no liability or responsibility for any change or changes made by Customer to any of the Billing Information, until AccuMed has accepted in writing such change or changes. Customer agrees that it must use AccuMed’s approved forms to make any change or changes to the Billing Information and that such change or changes shall only be effective as of the date AccuMed accepts such change or changes in writing.

D. Customer shall have the right to request AccuMed to direct the payment of all Customer funds and the delivery of all Customer correspondence in one of two ways (i) to AccuMed’s then current Post Office Box, or (ii) to a lock box established, controlled and paid for by Customer. Such request shall be in writing and shall be implemented by AccuMed as soon as reasonably practical following its receipt of such written request. AccuMed shall have no right to negotiate checks and funds payable to Customer. AccuMed shall instruct all prospective payers billed for the selected services identified in Section 1.A. to make all funds payable to Customer. If AccuMed receives Customer funds directly, it will deposit those Customer funds into a nationally

recognized bank account designated by Customer in writing to AccuMed which has a physical location that is reasonably accessible to AccuMed. Such bank account shall be established, controlled and paid for by Customer. AccuMed shall not co-mingle Customer funds with AccuMed funds at any time.

2. TERM. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term"). At the end of the Initial Term and except as otherwise provided in this Agreement, this Agreement shall renew for additional one (1) year terms until canceled by either party, by giving to the other written notice of such cancellation not more than ninety (90) days nor less than thirty (30) day's prior to the expiration of the current term.

3. CUSTOMER'S OBLIGATIONS AND AUTHORIZATION REQUIREMENTS.

A. Customer agrees that, during the term of this Agreement, all Billing Information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills for Customer.

B. Customer agrees to provide any and all information which AccuMed may, from time to time, request in order for it to perform its services hereunder, including, but not limited to, complete, accurate and prompt (i) Billing Information, including incident reports, which satisfy all signature requirements, including Medicare's then current signature and authorization requirements, (ii) all available insurance and demographic information to enable AccuMed to process the incident to known insurance carriers and other responsible parties (iii) notification to AccuMed of names of each person or entity who has paid an invoice billed by AccuMed on the Customer's behalf (iv) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notice, Physician's Certification Statement and a copy of the Advanced Life Support incident report when receiving intercept services. With regard to each and every payment received by Customer for fire, EMS or other Customer services and for which AccuMed has provided billing services under the terms of this Agreement, within fourteen (14) days of Customers receipt of any such payment Customer shall provide to AccuMed a written statement setting forth the name of the payee and the amount received by Customer for such (the "Direct Payment Notice"). In the event Customer fails to provide a Direct Payment Notice to AccuMed, AccuMed shall bill Customer and Customer shall pay AccuMed's fees according to AccuMed's payment calculations determined by any evidence of payment to Customer obtained by AccuMed.

C. Customer hereby authorizes AccuMed to use its provider numbers and agrees to execute any and all documentation, which may be necessary in connection therewith.

D. In the event Customer at any time uses ePCR software, Customer hereby authorizes AccuMed to access and use such information available on such ePCR software that is reasonably necessary to assist AccuMed in performing its services under this Agreement.

E. Customer agrees that AccuMed, including but not limited to its employees, representatives, contractors and agents, shall not be required to travel to visit Customer's location(s) or for any other reason connected with Customer's business more than one (1) time in

any consecutive twelve (12) month period. In the event Customer requests more than one (1) such visit within said time period, all out of pocket expenses incurred in connection therewith shall be paid by Customer upon receipt of an invoice from AccuMed.

4. PAYMENT AND COLLECTION.

A. Customer agrees to pay AccuMed for all payments made on accounts billed by AccuMed in the following amounts (check the applicable boxes):

- An amount equal to 7.25% of the amount collected each month for EM Services when delivering electronic NEMESIS data with named and embedded attachments to AccuMed for processing.
- An amount equal to 7.25% of the amount collected each month for Fire Services.
- For ePCR software the fee payable in the amount and in the manner set forth in Schedule A hereto. In addition, the name of the ePCR software supplier, a description of the software, the value of the software and the anticipated annual run volume are also set forth in Schedule A hereto. Further, Customer also agrees to pay (i) the amount of all increases charged by the ePCR software, including but not limited to increases as a result in an increase in the annual run volume; and (ii) all taxes, if any, charged by the ePCR software supplier.
- For the Hardware described in Schedule B hereto the fee payable in the amount and in the manner set forth in Schedule B.

B. AccuMed shall invoice Customer on a monthly basis for the services provided under this Agreement. Customer agrees to pay each such invoice by the 28th day of the month in which the invoice is issued. In the event AccuMed receives more than one (1) payment for its services with respect to an invoice processed by AccuMed on behalf of Customer, AccuMed agrees to refund to Customer the amount it receives that is in excess of the amount AccuMed is entitled to under the terms of this Agreement.

C. Any amounts which Customer fails to pay by the last day of the month in which the invoice is issued, shall bear interest at the rate of one and one-half (1-1/2%) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due, as specified above in 4.B. until said amount is paid in full. Further, Customer agrees to pay all costs and expenses, including actual attorney's fees, which AccuMed incurs in collecting any past due amounts from Customer.

D. If Customer refunds amounts collected or waives payment of any amount billed by AccuMed for any reason other than (i) it is a refund of a duplicate payment, or (ii) it is because of a breach by AccuMed of its obligations under this Agreement; AccuMed shall be

entitled to retain the fees paid by Customer in connection therewith or in the case of a waiver Customer agrees to pay AccuMed the fee AccuMed would have been entitled but for such waiver. If AccuMed has not yet been paid its fees in connection therewith, Customer shall remain obligated to pay the fees in accordance with this Agreement.

E. Intentionally Left Blank.

F. Intentionally Left Blank.

G. Intentionally Left Blank.

H. Any other provision of this Agreement notwithstanding, in the event (i) AccuMed issues to Customer a Collection Detail Report stating that AccuMed has exhausted its efforts to collect the amount due to Customer, (ii) the account is then assigned to a third party debt collection agency and (iii) thereafter a payment is made on such account; Customer will not be obligated to pay AccuMed the fees that would otherwise be due under this Agreement for that account.

5. BUSINESS ASSOCIATE AGREEMENT. AccuMed and Customer agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto on Schedule C and as the same may from time to time be amended.

6. TERMINATION.

A. Either party has the right to terminate this Agreement on thirty (30) days' written notice of termination to the other, if (i) the other party defaults on any of its material obligations under this Agreement (excluding Customer's payment obligations, which shall be controlled by Section 6.B.) and such party has not begun to cure such default (which cure must be diligently pursued in a timely manner until completed) within fifteen (15) days after written notice of such default is delivered; (ii) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (iii) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

B. AccuMed will have the right to terminate this Agreement, which may in AccuMed's sole discretion be effective on any date including immediately upon delivery of notice thereof to Customer, if Customer defaults on its payment obligations under Section 4.

C. Intentionally Left Blank.

7. TERMINATION PROCEDURES.

A. In the event of termination of this Agreement under the provisions of Sections 2 or 6, AccuMed shall, on the effective date of such termination (the "Termination Date"), cease to accept new Billing Information from Customer, but may, at AccuMed's sole discretion (i) continue to perform for a period ninety (90) days following the Termination Date (the "Wind Down Period") its services relating to Billing Information received prior to the Termination Date, in which case Customer shall be obligated to pay AccuMed all amounts invoiced to Customer through the end of the Wind Down Period in accordance with the provisions of Section 4 hereof, or (ii) discontinue all services effective as of the Termination Date, in which case Customer shall be obligated to pay the amounts invoiced by AccuMed for work performed through the Termination Date in accordance with the provisions of Section 4 hereof.

B. Provided Customer has made full payment of all amounts due and owing to AccuMed and AccuMed has reasonable grounds to believe that future amounts owed to it will be paid by Customer in a timely manner (together the "Transitional Pre-Conditions"), AccuMed agrees to provide to Customer reasonable assistance following the Termination Date to transition the services formerly provided by AccuMed back to Customer or to a third party selected by Customer. Customer agrees to promptly pay AccuMed's reasonable costs and expenses incurred in connection with said transitional services. AccuMed shall have no obligation to provide any transitional assistance to Customer until the Transitional Pre-Conditions shall, in AccuMed's sole discretion, have been met to its satisfaction.

8. CUSTOMER AUDITS. Customer will have the right under this Agreement to engage, at the sole expense of Customer, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by AccuMed) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting and internal control performed and maintained by AccuMed. AccuMed will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. Prior to performing such audits, Customer will cause the Auditors and Customer to execute an agreement to maintain the confidentiality of any information they receive about AccuMed's and, if applicable, the ePCR software provider's computer programs and software it employs, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance satisfactory to AccuMed in its sole discretion. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of AccuMed's operations, and shall not be performed more than once during any consecutive twelve (12) month period. Customer agrees to promptly pay to AccuMed all out of the ordinary costs and expenses AccuMed incurs relating to the audit.

9. OPERATING DISCLAIMER. Customer acknowledges that AccuMed has incentive to perform its services hereunder in a timely and proficient manner but that the timing and amount of collections generated by its services are subject to numerous variables beyond the control of AccuMed. THEREFORE, ACCUMED DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE TIMING AND AMOUNT OF COLLECTIONS GENERATED BY ITS SERVICES. Notwithstanding the foregoing, AccuMed agrees to perform its services hereunder in accordance with industry standards and applicable laws, rules and regulations.

10. LIMITATION OF LIABILITY. AccuMed shall exercise commercially reasonable efforts to prevent the loss or destruction of Customer's records. In the event of error or omission in the performance of its services, AccuMed will re-perform the services at no additional cost to Customer. Customer acknowledges that Customer shall be responsible for the accuracy of the codes, fees, Billing Information, and all other data provided to AccuMed for use in the provision of its services. Notwithstanding the foregoing, it is expressly understood and agreed that AccuMed's sole obligation for any breach of this Agreement or failure to meet its obligations hereunder is limited to the obligation of AccuMed to return all monies paid it by Customer relating to the bill or bills in question. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT SHALL ACCUMED BE LIABLE FOR DIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, REPRESENTATION, WARRANTY OR TORT, ARISING OUT OF THIS AGREEMENT.

11. NOTICES. Any notice required or permitted to be delivered hereunder shall be (i) delivered in person; (ii) sent by certified mail, return receipt requested, or by national overnight delivery service to the address set forth above; or (iii) by facsimile transmission to the facsimile phone number set forth above, until written notice of change of address or facsimile number has been delivered in the manner set forth herein. Such notice shall be deemed to have been received on the day it was personally delivered or sent by facsimile transmission or the date it was received in the case of mailing or overnight delivery.

12. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

13. WAIVER. The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally, but only by an instrument duly signed by the party against which enforcement of the changes, waiver or discharge is sought; provided, however, changes made in order to comply with the provisions of HIPAA shall be deemed accepted and made a part of this Agreement without said signed instrument unless the party receiving such change within thirty (30) days of its receipt thereof delivers written notice to the other party that such change is not acceptable.

15. BINDING EFFECT/ASSIGNMENT. Except as otherwise provided in this Section 15, neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, AccuMed shall have the right without obtaining Customer's consent to assign this Agreement and all rights and obligations hereunder to any successor of AccuMed due to acquisition, whether by sale of stock or assets, merger, consolidation, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assignees of the parties hereto and upon such assignment by AccuMed, AccuMed shall be released from all further obligations.

16. INDEPENDENT CONTRACTOR. The parties agree that Customer shall exercise no control over the activities or operations of AccuMed, other than to enforce the specific obligations of AccuMed under this Agreement, and further agree that their relationship is as independent contractors.

17. SEVERABILITY. If any term or provision contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be considered independent and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that, to the extent allowed by law, any such term or provision found to be invalid, illegal or unenforceable shall be reinterpreted or adapted by the parties in such a way that the intended business purpose of such term or provision is achieved to the maximum extent possible.

18. GOVERNING LAW. As to all matters, including, validity, construction and effect, this Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan without regard to its principles of conflicts of laws.

19. JURISDICTION. Customer consents and agrees that the following courts shall have personal jurisdiction over Customer and all lawsuits relating or arising out of this Agreement: (a) all courts included within the state court system of the State of Michigan; and (b) all courts of the United States of America sitting within the State of Michigan including, but not limited to, all of the United States District Courts sitting within the State of Michigan. Customer waives any defense of lack of personal jurisdiction or inconvenient forum in these courts.

IN WITNESS WHEREOF the parties have signed this Agreement on the dates set forth below their signatures hereto.

ACCEPTANCE

ACCEPTANCE:

ACCUMED BILLING, INC.

(CUSTOMER NAME)

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)

NAME:

NAME: _____
(PRINT OR TYPE NAME AND TITLE)

DATE _____

DATE: _____

SCHEDULE A
ePCR FEE, PAYMENT SCHEDULE, SUPPLIER NAME, SOFTWARE DESCRIPTION,
VALUE AND ANTICIPATED ANNUAL RUN VOLUME

None Provided.

SCHEDULE B
DESCRIPTION OF HARDWARE, INITIAL VALUE
AND HARDWARE FEES AND PAYMENT METHOD

None Provided

AMENDED SCHEDULE C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is between Torch Lake Township EMS ("COMPANY"), located at P.O. Box 713 Eastport, Michigan 49627, and ACCUMED BILLING, INC., a Michigan corporation ("Business Associate"), located at P.O. Box 2122, Riverview, Michigan 48192, including all office locations and other business locations at which Business Associate data may be used or maintained. The purpose of this Agreement is to comply with the privacy and security regulations issued by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is a part of the American Recovery and Reinvestment Act of 2009 ("ARRA"). COMPANY and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

- A. COMPANY acknowledges that it is a Covered Entity subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Rules), Public Law 104-191.
- B. Business Associate provides services to COMPANY pursuant to one or more Billing Services Agreements ("Service Agreements").
- C. In the course of executing the Service Agreement requests, Business Associate may come into contact with, maintain, Use or Disclose Protected Health Information ("PHI") (defined in Section 1 below). Said Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.
- D. By signing Said Service Agreements, AccuMed agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI. This Amended Schedule C to the Services Agreement comprises the Business Associate Agreement.
- E. In accordance with the federal privacy and security regulations set forth at 45 CFR Part 160 and Part 164, Subparts A, C, D and E, which require COMPANY to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this Agreement.

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms under the HIPAA Security and Privacy Rules (45 CFR Parts 160, 162 and 164), in the HITECH Act (42 USC §§17901 *et seq*), and in any subsequent creation or modification thereof.

For purposes of this Agreement, the following terms shall have the meaning ascribed to them below:

A. "Authorized Employee" means any member of the Workforce of COMPANY who may receive PHI relating to Treatment, Payment, and Health Care Operations

B. "Breach" or "Breached" as defined in 45 CFR §164.402, is the acquisition, access, use, or disclosure of PHI that is not permitted by the HIPAA privacy rule and which compromises the security or privacy of the PHI. The acquisition, access, use or disclosure of PHI in a manner not permitted by the privacy rule is presumed to be a breach unless a risk assessment, which will include the factors in 45

CFR §164.402(2), demonstrates that there is a low probability that the PHI has been compromised.

C. "Business Associate" shall have the same meaning as the term is defined at 45 CFR § 164.103, and in reference to this Agreement shall mean **AccuMed Billing, Inc.**

D. "Business Associate Agreement" means the agreement between a Covered Entity and Business Associate or Business Associate and Subcontractor, and a Subcontractor with its Subcontractors, regardless of tier as provided in 45 CFR § 164.502(e).

E. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [COMPANY].

F. "Designated Record Set" shall have the meaning set out in its definition at 45 CFR § 164.501, including the group of medical records and billing records maintained by or for

COMPANY or (ii) used, in whole or in part, to make decisions about Individuals. As used in these HIPAA Policies and Procedures the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for COMPANY.

G. "Electronic Protected Health Information" (e-PHI) shall have the meaning set out in its definition at 45 CFR § 160.103.

H. "Encryption" means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

I. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and which is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future Payment for the provision of health care to an Individual; and that identifies the Individual; or with respect to which there is reasonable basis to believe the information can be used to identify the Individual. Individually Identifiable Health Information includes part or all of the following demographic information: name or partial name, address, Social Security number, Zip code, birth date, phone number, diagnosis or mental health status, employer, relatives, billing information or any other combination of information used to identify a Individual, in addition to additional information enumerated in 45 CFR. 160.103.

J. "Limited Data Set" means PHI that excludes the following direct identifiers of a Individual or of relatives, employers, or household members of a Individual: (i) names; (ii) postal address information, other than town or city, State, and zip code; (iii) telephone numbers; (iv) fax numbers; (v) electronic mail addresses; (vi) Social Security numbers; (vii) medical record numbers; (viii) health COMPANY beneficiary numbers; (ix) account numbers; (x) certificate/license numbers; (xi) vehicle identifiers and serial numbers, including license plate numbers; (x) device identifiers and serial numbers; (xi) Web Universal Resource Locators (URLs); (xii) Internet Protocol (IP) address numbers; (xiii) biometric identifiers, including finger and voice prints; and (ix) full face photographic images and any comparable images.

K. "Minimum Necessary" means the Use and Disclosure of PHI, to the extent practicable, of the Limited Data Set, or, if needed, to the minimum PHI necessary to accomplish the intended purpose of the Use, Disclosure or request, pending further guidance from the Secretary of HHS.

L. "Physical Safeguards" shall mean physical measures, policies, and procedures to protect an Entity's electronic

Information Systems and related buildings and equipment, from natural and environmental hazards and unauthorized intrusions.

M. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

N. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, including Individually Identifiable Health Information created or received by COMPANY., in any form, electronic or paper, that relates to a Individual's past, present or future: (i) physical or mental health or condition; (ii) provision of health care; or (iii) Payment for the provision of health care.

O. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

P. "Security Incident" shall mean the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with System operations in an information System

Q. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information" at 45 CFR Parts 160 and 164, Subparts A and C.

R. "Subcontractor" shall mean a person to whom a Business Associate delegates a function, activity or service, and the subcontractor of the subcontractor regardless of tier, *i.e.*, all of the downstream entities that receive, access, maintain and/or disclose PHI, other than in the capacity of a member of the Workforce of such Business Associate or Subcontractor.

S. "Technical Safeguards" means the technology and the policy and procedures for its use that protect ePHI and control access to it.

T. "Unsecured PHI" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of Encryption or a technology or methodology specified by the Secretary.

U. "Violation" means (i) a Breach of Unsecured PHI, (ii) a Security Incident; and/or (iii) a non-permitted Use or Disclosure of PHI.

2. OBLIGATIONS OF BUSINESS ASSOCIATE.

Business Associate includes its directors, officers, subcontractors, employees, affiliates, agents, and representatives.

A. **Uses and Disclosures.** Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement, the Services Agreement or as Required By Law.

B. **Appropriate Safeguards.** Business Associate shall use appropriate administrative, physical and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Covered Entity's PHI and ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity and to prevent the use, disclosure or access of the PHI, other than as provided for by this Agreement or the Services Agreement. For ePHI, appropriate safeguards mean all the safeguards of the HIPAA security rule and shall include encryption or any other technologies and methodologies prescribed by the Secretary of the Department of Health and Human Services in regulations implementing the HITECH Act. Business Associate shall verify that it has implemented such safeguards and complies with all standards and implementation specifications set out in the privacy and security regulations.

C. Reporting of Improper Use or Disclosures, Security Incidents and Breaches.

1. **Improper Use or Disclosure.** Business Associate shall report to Privacy Officer of the Covered Entity any use or disclosure of PHI or ePHI not provided for by the Services Agreement and this Agreement within (5) days of becoming aware of such use or disclosure. A full written report will be provided to the Privacy Officer no later than ten (10) business days from the date the Business Associate becomes aware of the improper use or disclosure.

2. **Security Incident.** Business Associate shall report to Privacy Officer of the Covered Entity any successful security incident within five (5) days of becoming aware of such incident, regardless of whether the incident constitutes a Breach as defined in 45 CFR §164.202. A full written report will be provided to the Privacy officer no later than ten (10) business days from the date the Business Associate becomes aware of the incident, provided that to avoid unnecessary burden on either Party, Business Associate will only report attempted but unsuccessful Security Incidents which Business Associate becomes aware of in accordance with a schedule mutually acceptable to the Parties and provided that any reporting shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry.

3. **Breaches.** In the event of a Breach of Unsecured PHI that Business Associate accesses, maintains, retains, modified, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity immediately, but in no event more than five (5) days after discovering the Breach. A Breach shall be treated as discovered at the point when any member of the Business Associate's workforce, contractors, agents or officials is aware, or would be aware by exercising reasonable diligence, of the Breach. A full written report will be provided to the Privacy Officer no later than ten (10) business days from the date the Business Associate becomes aware of the Breach.

Notice of a Breach shall be in writing and shall include, at a minimum: (a) the identification of each individual whose PHI has been, or is reasonably believed to have been,

accessed, acquired, or disclosed during the breach; (b) a description of what happened, including the date of the Breach and the date of discovery of the Breach; (c) a description of the types of PHI that were involved in the Breach; (d) steps individuals should take to protect themselves from potential harm resulting from the Breach; (e) the identity of who made the non-permitted access, use or disclosure and who received the non-permitted access, use or disclosure, (f) a description of the Business Associates' investigation and response to the Breach, (g) actions taken to prevent any further non-permitted access, uses or disclosures, and (h) actions taken to mitigate any deleterious effect of the non-permitted access, use or disclosure. Business Associate will provide additional information to the Covered Entity as requested.

4. **Mitigation.** Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect to Covered Entity from an unauthorized use or disclosure of PHI or from any security incident by Business Associate in violation of the requirements of this Agreement or from a Breach of Unsecured PHI.

D. **Minimum Necessary.** Business Associate, its agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

E. **Access to and Amendment of PHI.** If Business Associate maintains PHI in a Designated Record Set, Business Associate shall, at the request of Covered Entity and as specifically directed by the Covered Entity,, (1) make the PHI available to an Individual in compliance with 45 CFR §164.524 and section 13405(e) of the HITECH Act and any regulations promulgated thereunder; or (2) make amendment(s) to PHI in accordance with 45 CFR §164.526. If an Individual makes a request for access or for amendment of PHI directly to Business Associate, such request shall be forwarded to Covered Entity in writing within two (2) business days of the request. Covered Entity shall be responsible for responding to such requests in accordance with the regulations.

F. **Accounting and Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.528 and the HITECH Act, as applicable. At a minimum, such documentation shall include: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure. This documentation will be retained for a period of six (6) years following the disclosure unless it is transferred to the Covered Entity at the termination of the Services Agreement. Upon request by Covered Entity, Business

Associate shall provide such documentation to Covered Entity to respond to request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. In the event that an Individual requests an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity in writing within two (2) business days of receipt of such request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting to the Individual.

G. Audits, Inspection, and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement. The fact that Covered Entity inspects, or fails to inspect, does not relieve Business Associate of its responsibility to comply with this agreement, nor does Covered Entity's failure to detect an unsatisfactory practice constitute acceptance of such practice or a waiver of Covered Entity's enforcement of rights under this Agreement.

H. Governmental Access to Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.

I. Training. Business Associate agrees to provide adequate training to its employees and subcontractors to ensure compliance with HIPAA and the HITECH Act.

J. Marketing. Business Associate shall use and disclose PHI for marketing purposes only as expressly directed by the Covered Entity, and in accordance with sec. 13406(a) of the HITECH Act and the Telephone Consumer Protection Act of 1991 ("TCPA"), 47 USC § 227 and regulations issued by the Federal Communications Commission pursuant thereto set forth in 47 CFR § 64.1200.

K. Sale of PHI and EHRs. Business Associate is prohibited from selling EHRs and PHI in accordance with sec. 13305(d) of the HITECH Act.

L. Business Associate's Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

M. Privacy and Security Compliance: Business Associate will comply with all obligations of the Covered Entity when performing duties for the Covered Entity related to

compliance with the HIPAA, HITECH or any regulations promulgated thereunder.

N. Prevention of Identity Theft: If Business Associate is a Service Provider, as defined above, Business Associate shall perform all services and conduct all activities under the Service Agreement and this Agreement in accordance with reasonable policies and procedures which are designed to identify, prevent, and mitigate identity theft in accordance with the standards established by 16 CFR Part 681 and other applicable law. Business Associate shall provide such policies and procedures to Covered Entity upon request.

O. Exporting PHI: Business Associate, its agents and subcontractors will not export PHI beyond the borders of the United States without approval from Covered Entity.

3. COMPLIANCE WITH HIPAA PRIVACY AND SECURITY RULES.

Business Associate Acknowledges that it has a statutory duty under the HITECH Act to, among other duties, maintain, use and disclose PHI in compliance with 45 CFR §164.504(e) (the provisions of which have been incorporated into the Agreement), 45 CFR §164.308 (Security Standards), 45 CFR §164.310 (Administrative Safeguards), 45 CFR §164.312 (Technical Safeguards), and 45 CFR §164.316 (Policies and Procedures and Documentation Requirements), as amended from time to time. The Parties acknowledge that failure to comply with these or any other statutory duties may result in civil and/or criminal penalties under 42 USC §§1320d-5 and 1320d-6.

4. OBLIGATIONS OF COVERED ENTITY

A. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's user or disclosure of protected health information.

D. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR part 164 if done by Covered Entity.

5. TERM AND TERMINATION

A. **Term.** This Agreement shall be effective as of the date on which it has been signed by both parties. This Agreement shall terminate upon the expiration or termination of the Services Agreement of this Agreement.

B. **Termination in General.** Termination of the Services Agreement or this Agreement shall require Business Associate to return or destroy all PHI received from, or created or received by the Business Associate on behalf of COMPANY and shall further require Business Associate to ensure that all Subcontractors it may engage on its behalf that will have access to PHI agree to the same restrictions and conditions that apply to Business Associate with respect to disposition of such PHI.

C. **Termination for Cause.** This Agreement authorizes and Business Associate acknowledges and agrees COMPANY shall have the right to immediately terminate this Agreement and Service Agreement in the event Business Associate fails to comply with, or violates a material provision of this Agreement and any provision of the Privacy and Security Rules.

Upon COMPANY's knowledge of a material breach by Business Associate, COMPANY shall either: (1) Provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the reasonable time specified by COMPANY; or (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

D. **Effect of Termination.** Upon termination of this Agreement for any reason, except as provided below, Business Associate shall at its own expense either return and/or destroy all PHI or ePHI and other Confidential Information received from COMPANY or created or received by Business Associate on behalf of COMPANY. This provision applies to all Confidential Information regardless of form, including but not limited to electronic or paper format. This provision shall also apply to PHI and other confidential information in the possession of Subcontractors of Business Associate. The Business Associate shall consult with the COMPANY as necessary to assure an appropriate means of return and/or destruction and shall notify COMPANY in writing when such destruction is complete. If information is to be returned, the Parties shall document when all information has been received by the COMPANY.

E. **Equitable Remedies.** Business Associate acknowledges and agrees that COMPANY will suffer irreparable damage upon Business Associate's breach of this Agreement, and that such damages shall be difficult to quantify. Business Associate acknowledges and agrees that COMPANY may file an action for an injunction to enforce the terms of this Agreement against Business Associate, in addition to any other remedy COMPANY may have, including reporting violations to the Secretary of HHS.

Where COMPANY has knowledge of any material breach by Business Associate, COMPANY may take proceedings against Business Associate before any court having jurisdiction to obtain an injunction or any legal proceedings to cure or stop such material breach, without more notice than is set forth in this Section of this Agreement.

6. MISCELLANEOUS.

A. **Indemnification.** Business Associate shall indemnify, defend and hold harmless, and shall require its Subcontractors to indemnify, defend and hold harmless COMPANY and its trustees, COMPANY administrators, directors, officers, Subcontractors, members of the Workforce, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by any one or more of the following: (1) a third party, including Individuals and/or Authorized Representatives of Individuals; (2) the Secretary of HHS or any other governmental entity; (3) in accordance with the federal common law of agency, as provided in 45 CFR 164.402(c); 160.103; and/or (4) for breach of this Agreement arising solely from or relating to the acts or omissions of Business Associate or any of its directors, officers, Subcontractors, members of the Workforce, affiliates, agents, and representatives in connection with the Business Associate's or Subcontractor's performance under this Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

B. **Identity Theft Program Compliance.** To the extent that COMPANY is required to comply with the final rule entitled "Identity Theft Red Flags and Address discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 CFR Part 681) (the "Red Flags Rule") and that AccuMed is performing an activity in connection with one or more "covered accounts," as that term is defined in the Red Flags Rule, pursuant to the Contract, AccuMed shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of COMPANY's Red Flags Program. AccuMed shall provide its services pursuant to the Contract in accordance with such policies and procedures. AccuMed shall report any detected "red flags," as that term is defined in the Red Flags Rule, to COMPANY and shall, in cooperation with COMPANY, take appropriate steps to prevent or mitigate identity theft.

C. **Insurance.** Business Associate shall obtain no later than one (1) month from effective date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning

the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence- based coverage and shall name COMPANY as an additional name insured. A copy of such policy or certificate evidencing the policy shall be provided to COMPANY upon written notice.

D. Limitation of Liability. Neither party shall be liable to the other party for any incidental, consequential, special, or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including, without limitation, negligence or strict liability) or otherwise, even if the other party has been advised of the possibility of such loss or damages. The parties acknowledge and agree that Business Associate's liability to Covered Entity in connection with any claim by a third party, including, without limitation, any liability of Business Associate for contribution, shall be limited to the amount of liability to which Business Associate would be subject in a direct action by such third party under Michigan law.

E. Regulatory Reference. A reference in this Agreement to a section in the Privacy and/or Security Rule means the section as in effect or as amended.

F. Amendment. The parties agree to take such action as necessary to amend this Agreement from time to time to comply with the requirements of the Security and Privacy Rules, the HITECH Act and HIPAA.

G. Survival. The respective rights and obligations of Business Associate and Subcontractors shall survive the termination of this Agreement.

H. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits COMPANY and the Business Associate and Subcontractors to comply with the HIPAA Rules.

I. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth on the first page of this Agreement, or to such other party, facsimile number, or address as may be hereafter specified by written notice. (For purposes of this section, effective notice to "Respective Party" is not dependent on whether the person named below remains employed by such Party.) The Parties agree to use their best efforts to immediately notify the other Party of changes in address, telephone number, fax numbers to promptly supplement this Agreement as necessary with corrected information.

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of

the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

H. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

I. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan except to the extent that Michigan law has been pre-empted by HIPAA and without giving effect to principles of conflicts of law. Jurisdiction shall be Oakland County, Michigan for purposes of any litigation resulting from disagreements of the parties for purpose of this Agreement and the Service Agreement (s).

K. Independent Contractors. None of the provisions of this Agreement are intended to create nor will they be deemed to create any relationship between the parties other than that of independent parties contracting with each other as independent contractors solely for the purposes effecting the provisions of this Agreement.

L. Rights of Third Parties. This Agreement is between the Provider and the Business Associate and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

M. Validity of Execution. Unless otherwise agreed, the parties may conduct the execution of this Business Associate Agreement transaction by electronic means. The parties may agree that an Electronic Record of the Agreement containing an electronic signature is valid as an executed Agreement.

NEW BUSINESS #3

NEW BUSINESS ITEM #3 – EMS INCENTIVE PROGRAM

MOTION TO APPROVE THE IMPLEMENTATION OF THE FOLLOWING INCENTIVE PROGRAM OPTIONS TO BE UTILIZED AS DETERMINED BY THE EMS DIRECTOR WITH TOWNSHIP SUPERVISOR APPROVAL.

INCENTIVE PROGRAM OUTLINE

1. \$5,000 SIGN ON BONUS, \$1,000 AT TIME OF START UP, \$4,000 AFTER COMPLETION OF 6 MONTH PROBATION PERIOD WITH A SIGNED THREE-YEAR CONTRACT / COMMITMENT WITH FULL RESTITUTION OF BONUS IF DEPARTURE BEFORE THE THREE-YEAR COMMITMENT PERIOD.
2. \$4,000 SIGN ON BONUS, \$1,000 AT TIME OF START UP, \$3,000 AFTER COMPLETION OF 6 MONTH PROBATION PERIOD WITH A SIGNED THREE-YEAR CONTRACT / COMMITMENT WITH

FULL RESTITUTION OF BONUS IF DEPARTURE BEFORE THE THREE-YEAR COMMITMENT PERIOD.

3. PAY EMPLOYEES \$500 FINDERS BONUS FOR THE HIRE OF ANY NEW RECRUIT RECOMMENDATION, WITH A PAYMENT OF \$250 AT TIME THE RECRUIT STARTS AND ANOTHER \$250 AFTER A 6 MONTH PROBATIONARY PERIOD IS COMPLETED
4. EMS DIRECTOR IS TO CREATE A "ONCALL" LIST FOR PARAMEDIC FILL-INS AT A RATE OF \$26.00 PER HOUR. OVERTIME PAYMENT MUST BE REVIEWED WITH SUPERVISOR PRIOR TO "ONCALL" PERSONNEL RECEIVING OVERTIME.

MADE BY:

SECOND BY:

KATHY _____ ALAN _____ JASON _____ BOB _____

BOB

NEW BUSINESS #4

NEW BUSINESS ITEM #4 - EMS PARAMEDIC HIRE

MOTION TO HIRE REBECCA BOYCE AS AN EMS
PARAMEDIC AT \$20/ HOUR EFFECTIVE JUNE 22,
2022.

MADE BY:

SECOND BY:

BOB

KATHY

ALAN

JASON

NEW BUSINESS #5

NEW BUSINESS ITEM #5 – REPLACE CEMETERY
TRACTOR

MOTION TO SPEND UP TO \$10,000 TO REPLACE THE
+25-YEAR-OLD MULTI-PURPOSE TRACTOR AT THE
CEMETERY. THIS ITEM WAS BUDGETED FOR \$1,250
IN THE 2022-2023 FISCAL BUDGET.

MADE BY:

SECOND BY:

VOICE VOTE

Mail

Reply Forward Delete More Actions... Move Label...

Compose new

Inbox Refresh

Drafts

Sent Items

Spam Purge

Deleted Items (2) Purge

Done

More Folders Manage

- 01 ACTIVE PROJECTS
- 02 logging into voice mail from home
- 03 FILES BETWEEN COMPUTERS
- 04 NAMES
- ALAN MARTEL
- ANTRIM COUNTY
- ASSESSOR
- AUDITOR
- BIDDING
- BOARD MEETINGS
- BOB SPENCER
- BRUCE L
- BUDGET 2021-2022
- BUDGET 2022-2023
- CANDIDATES
- CENTRAL LAKE - TLT POLICE
- CITIZEN COMPLAINT
- CLEANING CONTRACT
- CLERK
- CONSTANT CONTACT
- COVID19
- DELETED MESSAGES (2)
- DEPUTY SUPERVISOR
- EDUCATION
- EMAIL FROM PUBLIC
- EMERGENCY PLANNING
- EMPLOYEE HANDBOOK
- FEE AND PERMIT SCHEDULE
- FINANCIAL REPORTS

Delivery log, Spam control

- Mail
- Calendar
- Contacts
- Photos

From: Allen Davidson <davidsonallen55@gmail.com> **Sender Unknown**
Subject: Re: Cemetery Tractor
To: supervisorcook@torchlaketownship.org
Date: Tuesday, 07/06/2022 5:55 PM

Images have been disabled [allow images this time](#), [always allow from this sender](#)

Bob this is what we are trying to replace it is a big vacuum.

Thanks Allen

