



**BOARD COORDINATOR  
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312  
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020  
FAX: (810) 257-3008

AMY ALEXANDER  
COORDINATOR

**HUMAN SERVICES COMMITTEE  
Monday, May 1, 2017 at 9:30 a.m.  
AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MINUTES – April 19, 2017**
- IV. PUBLIC COMMENT TO COMMITTEE**
- V. COMMUNICATIONS**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
  - A. MEDICAL EXAMINERS
    - 1. H050117VIIA1: Request approval of contract with Hurley Medical Center for License, installation, and maintenance of Epic software for medical records – Attached
    - 2. H050117VIIA2: Request approval amendment to extend contract with Preferred Removal Services – Attached
    - 3. H050117VIIA3: Request approval of contract amendment with STAT EMS - Attached
- VIII. OTHER BUSINESS**
- IX. ADJOURNMENT**

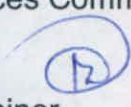
# Genesee County Medical Examiner's Office



Brian C. Hunter, M.D.  
Medical Examiner

630 South Saginaw Street  
Flint, Michigan 48502  
Phone: (810) 762-7777 Fax: (810) 762-7786

To: Brenda Clack, Chairperson  
Genesee County Human Services Committee

From: Brian Hunter, MD   
Genesee County Medical Examiner

Date: April 17, 2017

Subject: Contract with Hurley Medical Center to license Epic software for  
use in the Genesee County Medical Examiner Office

## **Requested Action**

The Genesee County Medical Examiner's Office is requesting approval of a contract with Hurley Medical Center for license, installation, and maintenance of Epic software for medical records

Vendor: Hurley Medical Center

Purpose: Electronic Medical Record software



## LICENSE AGREEMENT

This License Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 (the "**Effective Date**") by and between Hurley Medical Center, located at One Hurley Plaza, Flint, MI 48503, ("**HMC**") and the business identified below ("**Customer**").

Customer Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

### 1. NATURE OF AGREEMENT.

HMC agrees to license to Customer, and Customer agrees to license from HMC, the Software specified on **Attachment A** attached to this Agreement and incorporated herein by this reference, pursuant to all of the terms and conditions of this Agreement and any other agreements governing the license of such Software entered into between HMC and Customer. This Agreement is solely for the benefit of the Customer listed above.

### 2. DEFINITIONS.

- 2.1 "**Agreement**" means this EHR License Agreement, as amended from time to time, and all attachments, exhibits and schedules attached hereto.
- 2.2 "**Business Day**" means each weekday other than a Saturday, Sunday or other day which commercial banks are not authorized or required to close under federal or Michigan law.
- 2.3 "**Business Hours**" means 8:00am to 5:00pm on Business Days.
- 2.4 "**Customer Intellectual Property**" means all trademarks, logos, graphics, trade names and similar intellectual property (whether registered or otherwise) used or otherwise employed by Customer from time to time in its business operations.
- 2.5 "**Customer Materials**" means the data and all other materials and information relating to Customer's business, including data and information relating to patients of Customer, which are submitted in connection with use of the Software by Customer, or are otherwise provided by or on behalf of Customer to HMC.
- 2.6 "**Equipment**" means the equipment specified on **Attachment B** that the Customer must obtain in order to use, access or maintain the Software and the Third Party Software, any additional equipment which Customer agrees to obtain pursuant to Section 3.2 below and all additional hardware, equipment, cables, connectors and other items reasonably necessary for installation and operation of the foregoing. HMC will provide no Equipment relative to Customer's usage of Software or Third Party Software hereunder.
- 2.7 "**Initial Payment**" means the dollar amount designated as the initial payment on **Attachment D**.



- 2.8 **"Live Date"** means the date when the Software is first installed by HMC and made available for use by Customer and where the Software performs substantially in accordance with the operating specifications of the Software set forth in this Agreement. The Live Date shall be specified on **Attachment C** attached to this Agreement and incorporated herein by reference.
- 2.9 **"Monthly Fee"** means the dollar amount designated as the monthly fee on **Attachment D**.
- 2.10 **"HMC Site"** means the location of the server on which the Software resides, and any reference to the website maintained by HMC accessed by Customer for purposes of using the Software licensed hereunder.
- 2.11 **"Software"** means all versions of any HMC proprietary software application(s) (including, without limitation, any Third Party Software or components incorporated or embedded therein), including any database maintained by HMC and accessible by the HMC proprietary software application(s), licensed by HMC to Customer pursuant to this Agreement, including, without limitation, any HMC proprietary software listed on **Attachment A**.
- 2.12 **"Software Vendor"** refers to any and all Vendors supplying Licensed Software utilized by HMC for the provision of Services to the Customer.
- 2.13 **"Term"** means the period commencing on the Effective Date and continuing through and including the last day of the Term specified on **Attachment C** (the "Initial Term"), and any automatic annual renewal periods as contemplated by Section 10.1 (each, a "Renewal Term"), subject to termination by HMC in accordance with this Agreement.
- 2.14 **"Third Party Software"** means all software applications and/or software tools other than the Software which is required to use, access, or maintain the Software. Third Party Software required for the proper use, access, and maintenance of the Software is listed on **Attachment B**.
- 2.15 **"Travel Expenses"** means all reasonable out-of-pocket expenses, including, without limitation, reasonable travel, lodging and food expenses, incurred by HMC's or its employees and agents in connection with the installation, training and support services provided by HMC to Customer pursuant to this Agreement.
- 2.16 **"User"** means an individual with a valid log-on ID and password to access one specific Customer database through the Software.

### 3. HMC PRODUCTS AND SERVICES.

#### 3.1 Software License; Hosting.

3.1.1 Software. HMC offers Customer a suite of software programs listed as Software on **Attachment B**. Customer will indicate on **Attachment B** which Software programs Customer desires to license from HMC hereunder. Customer is hereby granted a non-exclusive, personal, nontransferable, limited right to access and use the Software under the terms of this Agreement (including, but not limited to the terms set forth in Section 6), only in compliance with applicable law, and pursuant to HMC's policies and procedures.

3.1.2 Hosting. HMC shall host and make the Software available to Customer in an application service provider environment. HMC agrees to host and maintain, either



directly or through a third party service provider reasonably selected by HMC, the availability of the Software on servers owned, leased or rented by HMC (the "**Hosting Services**"). HMC shall use commercially reasonable efforts to ensure that the Software shall have a 98% uptime; provided that said uptime standard and any obligation thereto shall not apply in the case of any reasonable maintenance and data polling windows established in writing by HMC from time to time, any outages caused directly or indirectly by Customer, and any emergency maintenance outages.

### 3.2 Equipment and Third Party Software.

3.2.1 Selection. After Customer selects the Software it will license from HMC, HMC will indicate on Attachment A the identity and/or specifications for Equipment and Third Party Software required to be leased or licensed by Customer for functionality of the Software. The list as indicated on Attachment A does not include all cables, connectors and other similar items necessary for the installation and operation of the Equipment or obtaining and maintaining connectivity, and does not include any maintenance or installment services.

3.2.2 Acquisition. Customer shall lease or license the Equipment and Third Party Software, and shall obtain and maintain sufficient connectivity (commercial or business class internet service), from such sources as may be selected by Customer. All Equipment must comply with all specification requirements provided by HMC to Customer. Customer shall be solely responsible for the acquisition or lease of the Equipment and the license of all non-supplied Third Party Software. Customer is also solely responsible for obtaining, installing and maintaining connectivity and network configuration as may be required by HMC.

3.2.3 Installation. Customer shall be solely responsible for the installation of the Equipment and for the installation of all non-supplied Third Party Software. HMC shall have no responsibility or obligation of any nature with respect to any Equipment or non-supplied Third Party Software. Customer shall be solely responsible for assuring that all Equipment complies with all specifications provided by HMC pursuant to Section 3.2.1 above, and for the performance and all maintenance, upgrades, repair service, and warranty work as may be required at any time with respect to such Equipment and non-supplied Third Party Software. In the event that installation of all Equipment and non-supplied Third Party Software is not complete at the time that HMC personnel arrive at Customer's location for purposes of installing the Software, then HMC shall, if mutually agreed to by Customer and HMC, undertake to install the Equipment and Third Party Software in order to facilitate the installation by HMC of the Software, at the standard hourly rate then charged by HMC in the ordinary course of business for similar services. HMC shall be under no obligation to install the Equipment or non-supplied Third Party Software except to the extent HMC specifically agrees to do so pursuant to the preceding sentence. Furthermore, to the extent that HMC is required to perform services under this Agreement in accordance with a defined schedule, the time periods for performance shall be increased by the number of days delay due to the failure of Customer to timely install the Equipment and/or non-supplied Third Party Software and the number of days required for HMC to install said Equipment and software at Customer's request.

3.2.4 HMC may provide Customer with a "FIT" PC to provide connectivity back to HMC. The FIT PC will not function in any other capacity and will only allow Customer to



access information from HMC. In the event of contract termination, HMC will remove the FIT PC from all Customer locations.

- 3.3 Software Installation. HMC shall be responsible for the installation of the Software; provided, however, HMC shall have no obligation to install the Software until the Equipment and non-supplied Third Party Software has been installed. The date and time at which the Software installation will commence will be scheduled in advance by HMC and Customer. Customer acknowledges that HMC may contract with third parties for installation of the Software; provided, however, if HMC elects to contract with third parties for installation of Software, HMC shall remain responsible for all activities performed by such third parties. Set forth on Attachment A is an anticipated schedule for the installation of the Software and the Live Date. The parties acknowledge that the dates set forth on Attachment A are only estimates of the dates for installation of the Software and the Live Date. Customer acknowledges that the actual dates for the installation of the Software and the Live Date, may occur sooner or later than those set forth on Attachment A, and that the actual dates for the installation of the Software may be impacted by matters beyond the control of HMC, including, without limitation, the completion of the installation of the Equipment and Third Party Software. If HMC reasonably believes that the actual dates of installation of the Software or the Live Date shall be materially different than those dates set forth on Attachment A, HMC shall schedule (after consultation with Customer) new installation dates for the Software and a new Live Date with Customer. HMC shall not be responsible for delays caused by events beyond its control (see Force Majeure, Section 11.14).
- 3.4 Upgrades. HMC shall provide to Customer all improvements and upgrades to the Software licensed by Customer from HMC as specified on Attachment A which are hereafter acquired or developed by HMC and generally made available by HMC as part of such Software without the payment of additional up-front fees by other customers (the "Upgrades"). Customer shall obtain any additional Equipment and/or Third Party Software, and shall update connectivity and network configuration, as may be required (as determined by HMC) for the use of such Upgrades. Customer shall reimburse HMC for any additional third party costs incurred by HMC with respect to the provision of the Upgrades, including, without limitation, increased costs of Hosting Services and increased or additional software licensing fees payable by HMC.
- 3.5 Training.
- 3.5.1 Initial Training Required HMC will provide Customer during normal business hours, at no additional cost, training in the use of the Software, at HMC's training classrooms, as indicated on Attachment A. The length of initial training and charges therefore, if any, will be dependent upon the Software licensed by Customer from HMC as set forth on Attachment A. Except as otherwise agreed to by HMC and Customer in writing, training classes shall be limited to a maximum of 18 employees designated by Customer. HMC recommends that Customer arrange training for personnel responsible for the following functions:
- (1) Physicians
  - (2) Clinical and Nursing Personnel; and
  - (3) Office / Business Manager
  - (4) Office, Billing, and Clerical Staff.



In the event that training is scheduled to occur outside of normal HMC business hours, the Customer will be responsible for additional staffing costs incurred by HMC. HMC requires that all personnel be authorized to access the Software shall be scheduled for training and shall attend the scheduled training session at the scheduled time. Access may be denied at the time of implementation to any physician or other personnel who have not successfully completed such required training.

- 3.5.2 Additional Training. HMC will use commercially reasonable efforts, upon Customer's request, to schedule additional training to Customer and Customer's personnel. HMC reserves the right to invoice Customer for such additional training at its standard hourly rate then charged by HMC in the ordinary course of business for similar training sessions multiplied by actual hours incurred.
- 3.5.3 New Hire Training: New employees hired by Customer must attend HMC training applicable to their role. Temporary access to the system may be granted prior to training dependent on urgency and training availability. Temporary access will be terminated if Customer does not schedule training at HMC within a timely manner or employee does not attend scheduled training.
- 3.5.4 Cancellation of Training Session. Should a scheduled training session be postponed or cancelled by Customer on less than ten (10) Business Days prior written notice from Customer, Customer shall reimburse HMC for all reasonable and necessary non-refundable out-of-pocket costs incurred by HMC with respect to such postponed or cancelled training session. In the event of cancellation by Customer, HMC is under no obligation to place a rescheduled training session in advance of other previously scheduled training dates for other Customers.
- 3.5.5 Training on Upgrades Required. Subject to the reasonable availability of HMC training staff, HMC shall schedule training to Customer on Upgrades, including training on Upgrades to the integration of the Software with Third Party Software to the extent such Upgrades affect the use of the Software or Third Party Software. Such training may take the form of (i) classroom; (ii) on-line training, and/or (iii) written manuals, as determined by HMC. All on-line training shall be scheduled by mutual agreement of HMC and Customer. Customer shall be responsible for providing each employee of Customer with access to an appropriate workstation for purposes of participating in any on-line training. The fee for training held outside normal HMC business hours will be billed in increments of four hours at a fee equal to the standard hourly rate then charged by HMC in the ordinary course of business for such services multiplied by the number of hours of such training.

#### **4. HMC SUPPORT.**

- 4.1 HMC Access. In order to enable HMC to provide technical support to Customer, Customer hereby agrees to grant HMC reasonable access (during normal business hours, with respect to personnel and Equipment) to Customer's personnel, the Equipment and the Software. This access must include the ability to dial in via broadband Internet connection to the Equipment on which the Software is operating and such level of access as is reasonably necessary for HMC to provide the support obligations that HMC is required to provide pursuant to this Agreement. HMC shall provide advance written notice to Customer of any access that HMC intends to undertake outside of Customer's normal business hours. HMC shall use commercially reasonable efforts to schedule access hereunder in a manner that minimizes, to the extent



reasonable, interference with the conduct of Customer's business, provided, however, that nothing in this sentence shall prohibit or limit HMC from undertaking any actions required by HMC pursuant to the terms of this Agreement.

- 4.2 Operational Support. HMC shall provide Customer with operational support by telephone 24 hours a day, seven days a week in accordance with the terms of Attachment A for purposes of answering any questions or concerns Customer may have regarding the operation of the Software and for convenience to Customer in reporting errors or malfunctions in the operations of the Software. HMC will respond, without charge to Customer, to telephone, or e-mail inquiries regarding operations of the Software in accordance with the escalation procedures set forth on Attachment A.
- 4.3 Technical Support. Subject to the provisions of this Agreement, HMC agrees to use commercially reasonable efforts to correct replicable material errors in the performance of the Software; provided, however, Customer must promptly report any such replicable material errors to HMC. An error shall be deemed to exist in the event that the Software fails to satisfy the warranty provided by HMC pursuant Section 8.1 hereof. Any report of a replicable material error is to be reported to HMC's technical support personnel per Attachment A. Customer, upon receipt of instructions from HMC for purposes of correcting any such material replicable error, must promptly undertake all actions or procedures recommended by HMC, and in all events, Customer must use commercially reasonable efforts to implement such actions within ten (10) Business Days following the date on which instructions to undertake such actions are communicated by HMC to Customer. After Customer implements such actions or procedures, Customer shall notify HMC as to whether such actions or procedures corrected the replicable material errors in the performance of the Software. Such report should be made by telephone, email or otherwise in writing to HMC's technical support personnel. To the extent that HMC's recommended instructions fail to correct the replicable material errors in the performance of the Software, HMC may, at its sole discretion, elect to replace all or any portion of the Software rather than undertaking to repair such Software.
- 4.4 Data Backup. HMC agrees to perform a daily backup of the Software and Customer Materials (collectively, the "Customer Files") maintained or otherwise stored on servers owned, leased or rented by HMC in providing the Hosting Services. HMC shall backup and store the Customer Files in a manner as shall be reasonably acceptable by standard business practices.
- 4.5 Limitation on HMC Responsibility. Customer acknowledges that the installation by Customer of software or hardware without HMC's prior written consent or direction could have an adverse effect on the performance and reliability of the Software. **HMC STRONGLY RECOMMENDS** that Customer notify HMC prior to the installation of any software or hardware that has not previously been certified or authorized in writing by HMC. This includes but is not limited to operating system software updates, patches, drivers, and peripheral devices. Customer's failure to notify and obtain HMC's prior written consent will void all support obligations and all warranties regarding the Software. All costs of correcting any failure(s) and/or lack of performance and/or reliability of the Software caused by the installation by Customer of any such software or hardware not authorized by HMC shall be at Customer's sole cost and expense. HMC will invoice Customer at its standard hourly rate then charged by HMC in the ordinary course of business for similar technical support, plus Travel Expenses necessary for any such corrections. HMC's obligation to provide support under this Section 4 is subject to and conditioned upon the Customer installing and using the most current commercially available versions of the Software and Third Party Software, or at least transitioning to such versions within 18 months after they become commercially available.



- 4.6 Requests to Submit or Share Data with Third Parties. In the event that Customer enters into an agreement with a third party that requires HMC to assist Customer in submitting or sharing data with the third party, Customer acknowledges and agrees that it will be responsible for 1) paying HMC the agreed-upon rate for facilitating the data sharing, 2) entering into an agreement with the third party for the data sharing, 3) signing an amendment to this Agreement, specifying the data that HMC is to share with the third party and releasing HMC from any liability that it may incur for sharing the data at Customer's direction.

## 5. LICENSE TO CUSTOMER MATERIALS.

Customer hereby grants to HMC a non-exclusive license to reproduce, distribute, publicly perform and display, and create derivative works of the Customer Materials for the sole purpose of carrying out HMC's obligations under this Agreement. Customer hereby also grants to HMC, Epic Systems Corporation, a vendor of Third Party Software and associated databases accessible via the Software ("Epic"), and all other third party licensees of such Third Party Software and associated databases from Epic, the non-exclusive, perpetual license to use, reproduce and otherwise utilize all data encompassed within the definition of Customer Materials. Subject to the rights granted in this Section 5, Customer retains all right, title and interest in and to the Customer Materials, and all copyright, patent, trade secret, trademark and other proprietary rights owned by Customer therein.

## 6. CUSTOMER OBLIGATIONS.

- 6.1 Equipment, Third Party Software and Connectivity. Customer acknowledges that in order to use the Software, Customer will be required to obtain Equipment and licenses to Third Party Software designated on **Attachments A & B**. HMC shall provide to Customer the contact information for vendors of such Equipment and Third Party Software, and Customer shall obtain such Equipment and licenses to such Third Party Software prior to HMC's installation of the Software. Customer is solely responsible for obtaining such Equipment and all licenses for Third Party Software. Customer is also solely responsible for obtaining and maintaining connectivity and network configuration as may be required by HMC.
- 6.2 Content of Customer Materials. Customer is solely responsible for the content, accuracy and completeness of the Customer Materials, including the formatting of data submitted, and for the use of the Software, including associated medical judgments, by Customer. Customer warrants that the Customer Intellectual Property and Customer Materials are not and will not be defamatory, inaccurate, abusive, obscene, profane, sexually explicit, threatening, racially offensive, or illegal, and to the Customer's knowledge, do not violate the United States copyright, trademark, proprietary or other rights attributable to any other person. The Customer Intellectual Property and Customer Materials must at all times comply with the above requirements, with HMC's reasonable editorial guidelines, and with any other reasonable requirements promulgated by HMC in writing. If, in HMC's sole reasonable judgment, any of the Customer Intellectual Property or Customer Materials violate the above requirements, violate or are alleged to violate any applicable law, or otherwise violate any portion of this Agreement, then HMC may remove such Customer Materials from the HMC Site.
- 6.3 Customer Contact Person. Customer shall designate, on the first page of this Agreement, the contact person on behalf of Customer, who shall act for all purposes as the contact on behalf of Customer, between Customer and HMC with respect to the Software. Customer may change the identity of such contact person at any time by written notice given by Customer to HMC in accordance with Section 11.2 hereof. Such contact person shall have primary responsibility for all communication undertaken between Customer and HMC with respect to the Software,



including, without limitation, all requests by Customer for technical support. Customer's contact person shall, upon request of HMC, provide feedback to HMC on the Software, the implementation process, HMC's services under this Agreement, and other information reasonably requested from time to time.

- 6.4 Authorized Users. Customer shall promptly identify to HMC in writing all personnel and role initially authorized to access the Software. All additions or deletions of such users or access rights of identified users must be provided to HMC immediately upon Customer awareness of the need for such addition or deletion. All necessary authorization forms must be complete and submitted to HMC for initial user access to be completed. This also pertains to any outside vendors requiring temporary on-site access to the system (i.e. auditors). If Customer does not classify a provider as Full-Time or Part-Time that provider will be billed at a Full-Time Provider rate.
- 6.5 Restrictions on Use of Software. Customer will not, and will not permit its employees or agents, or any other person or party, to reverse engineer the Software or the Third Party Software, or any part thereof. Customer agrees to permit access to the Software only to those employees of Customer then currently identified to HMC as authorized in accordance with Section 6.4, and to prohibit access to any individual or entity which licenses software to health care facilities. Customer will verify the critical outputs of the Software following generally accepted standards of medical practice. The term critical outputs means outputs (including without limitation output in the form of data) that Customer knows or should know have potential for negative impact on patient care. Customer will confirm the accuracy of life threatening information and critically important results in the same manner that such information and results would be confirmed or verified if it were in paper form or as would be required by generally accepted standards of medical practice. For example, Customer must verify allergies, current medications, relevant histories and problems with the patient using applicable standards of good medical practice to no less a degree than if Customer was using paper records. Customer will confirm the accuracy of life threatening information and critically important results (such as lab, pathology, or radiology results) that are accessed or stored through and in the Software in the same manner that such information and results would be confirmed or verified if they were in paper form or as would otherwise be confirmed or verified if Customer was using applicable standards of good medical practice. Customer will inform authorized users that they should be vigilant in reporting any actual or suspected errors or defects discovered in the course of using the Software. Customer will report to HMC any actual or suspected errors or defects of which Customer or its authorized users become aware in the course of using the Software. Customer will report immediately to HMC any discovered or reported problems with the Software that have been discovered or reported by any of Customer's authorized users or that Customer or any of its authorized users independently know or should know could adversely affect patient care. If Customer or any of its authorized users are alerted to a problem that its authorized users know or should know could adversely affect patient care, Customer will immediately alert all of its authorized users who could reasonably be affected by the problem. HMC will test the Software in Customer's environment before use. HMC will do reasonable testing of all critical areas in the Software and will not use it until HMC has assured itself of its accuracy. Customer will use the Software only in accordance with applicable standards of good medical practice. Customer agrees to comply with all end user terms of use for Third Party Software as may be amended or updated from time to time, including but not limited to EPIC Rules of the Road for the Care Everywhere Network and the Microsoft End User License Terms.



- 6.6 Compliance with Laws. Customer represents and warrants that it and its authorized users will, in connection with all rights exercised and actions taken under this License Agreement, comply with all applicable federal, state and local privacy and other laws, rules, regulations, orders, and ordinances.
- 6.7 Conditional Referrals. Customer has not conditioned the provision of its services at, referrals of patients to, or the ordering of tests or other services from, HMC or its affiliated entities, including but not limited to acute care hospitals, joint ventures and the like, upon HMC's provision of items and services hereunder.
- 6.8 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which either party is subject nor or in the future including without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws. If within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree and make amendments or alterations to this Agreement to meet the requirements in question or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice. The parties agree to abide by the Business Associate Agreement attached hereto and incorporated herein as **Exhibit A**, recognizing that HMC will be the Business Associate and Customer is the Covered Entity.
- 6.9 Data Integrity. Customer understands and agrees that it shall be solely responsible for the accuracy, completeness and integrity of all clinical and billing information input in the EHR maintained by Customer, for all operations (including backup, storage and maintenance of the EHR, and all information contained within it), for all medical and business judgments made and for care provided using either the EHR, and for all other uses of information.
- 6.10 Professional Duty. Customer further acknowledges that the professional duty to the patient in providing health care services and for operating Customer lies solely with Customer and those healthcare professionals providing patient care and other administrative services on behalf of Customer. Customer takes full responsibility for its use of information, the EHR, and acknowledges that the use of the EHR is in no way intended to replace or substitute for professional or business judgment. Additionally, Customer will utilize the items and services provided by HMC hereunder on behalf of all of its patients, with no limitation for any reason whatsoever.
- 6.11 Electronic Prescription Interoperability. Customer understands and acknowledges that Third Party Software has the electronic prescribing capability and meets the requirements of Medicare Part D. Customer further understands and acknowledges that Third Party Software is "interoperable" as the term is defined by applicable law and will take no actions or to limit or otherwise preclude such features of operation.



## 7. PAYMENT.

- 7.1 Payments. Customer shall pay the Prices and Fees as specified in **Attachment D**, attached hereto and incorporated herein. Customer shall pay the Initial (Deposit) Payment to HMC to reserve implementation month agreed upon between Customer and HMC. Deposit will be non-refundable once Customer-specific build begins. Deposit will be credited towards the first Monthly Fee. Customer shall pay to HMC the Monthly Fee for each calendar month during the Term commencing on the last day of the calendar month during which the Live Date occurs. The Monthly Fee attributable to each calendar month during the Term shall be paid in arrears on the last day of such calendar month. If the Live Date shall occur on a date other than the first day of a calendar month, then the initial Monthly Fee may be prorated for such partial calendar month. HMC agrees not to increase the Monthly Fee to Customer more than once per year and no greater than the Consumer Price Index for the previous year during the Term of this Agreement. In the event this Agreement is extended beyond the last date of the Term, then any and all amounts payable by Customer to HMC during the period of any such extension shall be in such amounts as is mutually agreed between HMC and Customer. All payments under this Agreement are due thirty (30) days from the date of the HMC invoice until Agreement amount and all applicable interest is paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law. Delinquent invoices of more than 90 days will result in denied access for revenue cycle functionality until payment is received.
- 7.2 Right to Assign Payments. HMC reserves the right to transfer, assign or sell all or a portion of its rights to receive payments under this Agreement to a third party, and Customer agrees to cooperate with HMC in providing all reasonable financial and bank information requested of Customer by any such third party. HMC shall provide written notice to Customer of any assignment made by HMC pursuant to this Section 7.2.

## 8. HMC WARRANTIES AND LIMITATION OF LIABILITY.

- 8.1 No Equivalent Technology. HMC has no knowledge of equivalent technology used by the Customer.
- 8.2 Performance Warranty. HMC agrees to pass through to Customer from each vendor of the Software any assignable or transferable warranty that the Software will substantially perform in accordance with the published specifications for such. The warranty set forth above is made to and for the benefit of Customer only, and does not apply to situations involving the failure of equipment or Third Party Software to operate as expected or at all, loss or corruption of data within the accessed database, incomplete or inaccurate data, misuse of the Software and associated database by third parties, including other licensees, or any breach of security of the Software or associated database other than a breach of security due to the negligence of HMC. **HMC SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE AS TO THIRD PARTY SOFTWARE, EQUIPMENT, OR INTERNET CONNECTION.**
- 8.3 Intellectual Property Warranty. HMC warrants that HMC's trademarks, trade names and copyrights and the HMC Site (collectively, the "**HMC Intellectual Property**") does not infringe upon or violate any United States patent, copyright, trademark, service mark, or trade secret. The HMC Intellectual Property does not contain or incorporate any intellectual property rights or trade secrets of any third party for which HMC does not have sufficient rights and will not conflict with or result in the violation or infringement of any intellectual property rights of



third parties. **HMC SPECIFICALLY DISCLAIMS ANY AND ALL SUCH WARRANTIES AS TO THE SOFTWARE**; however, HMC agrees to pass through to Customer from each vendor of the Software any assignable or transferable warranty that the Software does not infringe upon or violate any United States patent, copyright, trademark, service mark, or trade secret.

8.4 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, HMC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SOFTWARE OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. HMC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR USING THE EPIC SYSTEM AND FOR THE ACCURACY AND ADEQUACY OF INFORMATION AND DATA STORED THEREON. CUSTOMER IS SOLELY RESPONSIBLE FOR THE CARE AND WELL-BEING OF ITS PATIENTS AND FOR ANY RELIANCE BY IT UPON THE EPIC SYSTEM OR HURLEY MEDICAL CENTER SHALL NOT DIMINISH THAT RESPONSIBILITY.

8.5 Limitation of Liability. HMC'S LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF LICENSE FEE PAID BY CUSTOMER TO HMC, OR ITS ASSIGNEE UNDER THIS AGREEMENT WITH RESPECT TO THE PARTICULAR SOFTWARE TO WHICH SUCH LIABILITY RELATES (WHETHER THE LIABILITY ARISES FROM THE SOFTWARE, SERVICES OR OTHERWISE). IN NO EVENT SHALL HMC BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE USE OF THE SOFTWARE OR OTHER MATERIALS PROVIDED BY HMC TO CUSTOMER, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF HMC HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

8.6 Risk Allocation. This Section 8 allocates risk under this Agreement between Customer and HMC. HMC's pricing reflects this allocation of risks and limitation of liability.

#### 8.7 **LIABILITY.**

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

### 9. **TERM AND TERMINATION.**

9.1 Term. The Initial Term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of thirty-six (36) months following the Live Date. Both the Live Date and the last date of the Initial Term shall be inserted where indicated on **Attachment C**, and **Attachment C** shall be executed by Customer indicating its Agreement



with respect thereto, on or promptly following the Live Date. The Term shall automatically renew on an annual basis unless terminated by either party providing written notice of termination to the other party at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term. Notwithstanding any other provision of this Agreement, termination of any license agreement between HMC and a vendor of any portion of the Software or Third Party Software supplied to Customer by HMC, or any license granted thereunder, shall also terminate the corresponding rights of Customer hereunder.

9.2 Termination by HMC. HMC may, by written notice to Customer, terminate this Agreement if any of the following events occur:

- 9.2.1 If Customer is in material breach of any term, condition or provision of this Agreement and HMC has provided to Customer written notice of such breach (the "**Default Notice**"), setting forth with reasonable specificity the nature and grounds of such breach, and Customer shall fail to substantially remedy such breach within 30 calendar days following the date on which notice is given to Customer, or if such breach cannot reasonably be cured within such 30 calendar day period, Customer fails to take actions reasonably necessary to remedy such breach within such 30 calendar day period and diligently pursue the substantial remedy of such breach thereafter until completion; or
- 9.2.2 Customer fails to pay any Monthly Fee on or before the fifteenth calendar day of the calendar month immediately succeeding the calendar month during which such Monthly Fee is payable, HMC has provided to Customer written notice of such failure and Customer shall have failed to pay such Monthly Fee on or before the 10th calendar day following the date on which such notice is given; or
- 9.2.3 Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver, or other party of similar authority which control is not dismissed within 60 calendar days thereafter, (iii) files a voluntary bankruptcy, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which proceeding is not dismissed within 60 calendar days thereafter, or (iv) has a change in control event involving the sale of a substantial amount of assets, the transfer of equity ownership resulting in ownership of 50% or more of the equity by parties other than owners as of the Effective Date, merger of the Customer, or otherwise.
- 9.2.4 Customer is excluded, suspended, investigated or debarred as a provider from participation in any federally or state funded payment program (including, but not limited to, Medicare and Medicaid).
- 9.2.5 Customer is in violation of the HIPAA compliance provisions of Section 6.8.

9.3 Effect of Termination. Within ten (10) Business Days after the date of termination of this Agreement under Sections 9.1 or 9.2 above, or, upon the expiration or discontinuance of this Agreement for any other reason, (i) Customer shall (a) return to HMC all copies of the Software and any HMC Confidential Information (as defined in Section 10.1) provided to Customer by HMC, (b) cease use of the Software, and (c) permanently remove the Software from the Equipment, and (ii) HMC shall (a) cease using the Customer Intellectual Property and Customer Materials (which excludes for purposes of this Section, data already submitted



by Customer for which HMC has been granted a perpetual license under Section 5 hereof) and return, subject to the further requirements of this Section 9.3, to Customer all copies of tangible Customer Intellectual Property and Customer Materials which are then in HMC's possession or control, (b) cease providing operational and technical support to Customer, and (c) permanently remove any and all Customer Intellectual Property and Customer Materials (other than as excluded and noted above) from the HMC Site. If requested by Customer, HMC shall deliver to Customer, in industry standard machine readable format only, an electronic copy of all data, including patient records, arising from Customer's business which is retained on one or more servers in the possession or under the control of HMC, provided that Customer shall pay to HMC, at the lowest hourly rate then charged by HMC in the ordinary course of business for similar services, for the actual hours incurred by HMC to prepare and deliver such materials to Customer, together with all reasonable costs and expenses incurred by HMC with respect thereto. Any requests pursuant to the immediately preceding sentence shall be made, if at all, in writing no later than 60 calendar days following the date of the earliest of termination of this Agreement under Sections 9.1 or 9.2 above, or expiration or discontinuance of this Agreement for any other reason.

9.4 Other Remedies. The provisions of this Section 9 shall not limit in any manner any remedies, at law or in equity, which may otherwise be available to HMC or Customer.

## 10. CONFIDENTIAL INFORMATION.

10.1 **"Confidential Information"** means all information disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), if disclosed in writing, labeled as proprietary or confidential, or if disclosed orally, information reduced to writing within 30 calendar days of such disclosure and labeled as proprietary or confidential and provided to the Receiving Party. Confidential Information shall exclude information (i) which now or hereafter becomes part of the public domain other than by a breach of this Agreement by the Receiving Party; (ii) rightfully received in good faith by the Receiving Party from a third party that the Receiving Party reasonably believes is not in breach of an obligation of confidentiality to the Disclosing Party and that did not originate, directly or indirectly, from the Receiving Party; (iii) independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party, as shown by the Receiving Party's contemporaneous records or other clearly convincing evidence; (iv) known to the Receiving Party at the time of disclosure free of any obligations of confidentiality; or (v) is required to be disclosed to a court, arbitrator or similar person or body in order to enforce the Receiving Party's rights and obligations under this Agreement.

10.1.1 Obligations. Except as otherwise stated in this Agreement including but not limited to the rights of HMC as stated in Section 5, the Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information, but in no event shall the Receiving Party use less than a reasonable degree of care in protecting the Disclosing Party's Confidential Information as the Receiving Party uses for its own Confidential Information. Except for the specific rights granted by this Agreement, the Receiving Party shall not disclose Confidential Information to any third party without the express written consent of the Disclosing Party (except to employees, agents and consultants of Receiving Party who are bound by agreement with the Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement and who have a need to know such Confidential Information in connection with carrying out such



party's obligations under this Agreement or any agreement entered into pursuant to this Agreement). The Receiving Party agrees, upon termination of this Agreement, to cease using any and all materials embodying Confidential Information of the Disclosing Party, and to promptly return such materials together with all copies or reproductions thereof to the Disclosing Party in accordance with the provisions of Section 9.3 to the extent such Confidential Information is subject to the terms thereof and, to the extent such Confidential Information is not subject to the terms of Section 9.3, upon written request.

10.1.2 Remedy. Each of the parties hereto acknowledges the unique and proprietary nature of the Confidential Information of the other. Each of the parties hereto further understands and agrees that remedies at law for breach of any of the foregoing provisions of this Section 10 would be inadequate. In the event of any actual or threatened breach of the provisions of this Section 10, the non-breaching party shall be entitled to seek immediate injunctive and other equitable relief, in addition to all other remedies provided hereunder or otherwise available to that party at law or in equity.

10.2 Mandatory Disclosure. In the event that the Receiving Party, or any of such Receiving Party's directors, officers, employees, consultants or agents (or any director, officer, employee, consultant or agent of any corporation which is part of any commonly controlled group of corporations which include the Receiving Party) are requested or required by compulsion of law, by order of any court or governmental, regulatory or self-regulatory authority or body to disclose any of the Confidential Information of the Disclosing Party, such Receiving Party shall give prompt written notice to the Disclosing Party of such requested or required disclosure in order to enable the Disclosing Party to seek a protective order or other appropriate relief and the Receiving Party shall cooperate with the Disclosing Party, at the Disclosing Party's expense, in the Disclosing Party's efforts to obtain a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information obtained from the Disclosing Party which the Receiving Party's counsel advises that it is legally required to disclose.

10.3 Audit Rights. HMC shall have access to all tangible and digital records of Customer, including all supporting documentation, for the purpose of verifying compliance by Customer with the terms of this License Agreement including Customer's appropriate classification of providers as Full-Time or Part-Time. Customer shall cooperate with HMC by providing HMC with access to Customer's records within seven (7) days of HMC's request. The examination of such records shall be conducted at a mutually agreeable time and place. Customer shall be billed for all incorrect classifications of Full-Time Providers as a Part-Time Providers.

10.4 Health Information Exchange (HIE). HMC is a member of the Michigan Health Connect (MHC) HIE and sends patient information to the HIE on a real-time basis. Patient information that is sent includes, but is not limited to, ADT, results (lab, radiology, etc.), and transcribed documents. Customer acknowledges and approves of the sending of information for their patients, with the identification of the service location/office practice description.



## 11. MISCELLANEOUS.

- 11.1 Independent Contractors. The relationship of HMC and Customer that is established by this Agreement is that of independent contractors. Nothing contained in this Agreement (i) shall be construed to give the other party the power to direct and control day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
- 11.2 Notices. Except as otherwise provided in this Agreement, any notice required or permitted under this Agreement must be (i) delivered in person, (ii) sent by first class registered mail, or (iii) sent by Federal Express or other overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 11.2. Notice will be considered to have been given at the time of actual delivery in person, or on the date of actual delivery, or refusal by the addressee of delivery, if sent by mail or overnight air courier service.

**FOR HMC:**

Hurley Medical Center  
One Hurley Plaza  
Flint, MI 48503  
Attn: Risk and Legal Services

**FOR CUSTOMER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

- 11.3 Change in Law. The ability of HMC to provide the services and items contemplated by this Agreement could be affected by changes in legislation, regulations, rules or procedures (collectively referred to herein as a "Law") and/or actual or threatened decisions, interpretations, findings or actions by governmental or private agencies or courts (collectively referred to herein as an "Action"). If, in the opinion of competent health care counsel selected by HMC, such Law or Action would have the effect of subjecting a party to civil or criminal prosecution under state and/or federal laws, or any other material adverse proceeding on the basis of its participation in the matters described in this Agreement, including without limitation, any adverse effect on HMC's existing tax-exempt status or federal health care program provider status (the "Opinion"), then HMC and Customer will attempt in good faith to modify the provisions of this Agreement to the minimum extent necessary to comply with such Law or to avoid the Action, as applicable. If, within thirty (30) days of providing written notice of such Opinion to the other parties, the parties are unable to modify this Agreement to meet the requirements in question, then this Agreement may be terminated by any party hereto upon the earlier of the following: thirty (30) days subsequent to the date upon which HMC gives written notice to the other parties, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement.
- 11.4 Master List Language. In the event that the parties hereto have entered into other arrangements that are required by law to be reported by HMC, upon request, to the Secretary of the U.S. Department of Health and Human Services or other government agencies, such arrangements are specifically referenced and maintained by HMC in its Master List(s) which are hereby incorporated into this Agreement by this reference, as relevant.
- 11.5 Referrals, Medical Staff Membership. Nothing in this Agreement shall be construed as requiring or requesting that Customer refer private patients to HMC for any reason. Customer is free to refer private patients to any hospital or facility deemed desirable to provide the care



necessary for the proper treatment of that individual. HMC shall not in any way attempt to exercise either control or direction over Customer's practice of medicine. Customer is also free to apply for, obtain, and maintain medical staff membership at any other hospital or facility existing at the time this Agreement is signed. No benefits provided herein or derived through any provision of this Agreement are connected in any way to the volume or value of referrals to any other business created for HMC.

- 11.6 Assignment. Except as provided in Sections 3.1.2, 3.3, 4.5 and 7.2 hereof, neither HMC nor Customer shall transfer or assign this Agreement or any rights hereunder or delegate or subcontract any obligations arising hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided, however, that HMC may assign this Agreement to any successor in interest to HMC without the prior written consent of Customer. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' successors. HMC shall provide written notice to Customer of any assignment of rights to receive payments required of Customer pursuant to this Agreement or any agreement entered into pursuant hereto.
- 11.7 Governing Law; Choice of Forum. THIS AGREEMENT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO OR APPLICATION OF CHOICE OF LAW RULES OR PRINCIPLES. All disputes arising pursuant to this Agreement or any license entered into pursuant to this Agreement shall be decided exclusively in the State and/or Federal courts located in Michigan. Customer hereby consents to the jurisdiction of courts of Michigan for the filing and litigation of any disputes under this Agreement and waives any defense or claim it may have as to *forum non-conveniens* or non-jurisdiction with respect to the chosen venue.
- 11.8 Entire Agreement; Amendments. This Agreement (including the Attachments and any addenda or amendments attached hereto and signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may only be amended by a writing signed by the parties.
- 11.9 Counterparts. This Agreement may be executed in counterparts (whether facsimile or original), each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 11.10 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or any amendments hereto, or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.
- 11.11 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.
- 11.12 Survival. Sections 5, 6, 7, 8.4-8.7, 9, 10, and 11 shall survive the termination of this Agreement.



11.12.1 In the event that a physician discontinues their employment or affiliation with the Customer, that physician may collect hard copies of patient charts by satisfying the following:

- 1) written permission by the office;
- 2) written permission by the patient; and
- 3) payment to HMC of an hourly rate to copy and deliver the records.
- 4) HMC is not responsible for the accuracy, organization, readability, or content of the patient's chart.

11.13 Additional Agreements. Customer and HMC each agree to take such actions and enter into any other additional agreements necessary to carry out the purposes of this Agreement.

11.14 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control, such as, but not limited to, acts of war, major labor shortages, acts of God, the affected party, upon giving prompt written notice to the other party, shall be excused from such performance to the extent of such condition.

**IN WITNESS WHEREOF**, the parties hereto have entered into this License Agreement as of the date and year first above written.

HMC:

CUSTOMER:

Hurley Medical Center

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

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

Print Name: Melany Gavulic

Print Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT A

### PRODUCTS AND INSTALLATION SCHEDULE

#### 1. SOFTWARE

Please indicate below (Customer to "Initial" indicating its selection and acceptance) the Software, which Customer elects to license from HMC. Any additional Software needs will be individually assessed for need and cost.

- ☐ Cadence Scheduling
- ☐ Prelude (Including real time eligibility)
- ☐ EpicCare Ambulatory EMR
- ☐ Resolute (Professional Billing)
- ☐ Resolute (Hospital Billing)
- ☐ Reporting (Clarity)
- ☐ MyChart Point of Service Collections (Epic supported credit card vendor required)

#### 2. EQUIPMENT AND THIRD PARTY SOFTWARE

SET FORTH IN ATTACHMENT B BELOW IS A LIST OF EQUIPMENT AND THIRD PARTY SOFTWARE THAT IS REQUIRED FOR THE CUSTOMER'S USE, ACCESS AND MAINTENANCE OF THE SOFTWARE.

#### 3. TRAINING

- Classroom training is required for all users prior to gaining full access to the production system.
- All training will be provided at HMC's facilities.
- The date on which training will commence will be mutually agreed upon by both the Customer and HMC prior to the commencement of training.
- The number of required training hours varies with respect to each Software program and user role.
- Training provided outside of normal HMC business hours if required by customer will be provided at an additional cost.

#### 4. EPIC OPERATIONAL SUPPORT

HMC provides Epic operational support business days, 8-5pm. Epic operational support consists of a live support center (standard operational support) and HMC Service Center Support (emergency on call support).

#### 5. EMERGENCY ON CALL SUPPORT

HMC provides emergency on call support at 810-262-9766.



**6. ANTICIPATED INSTALLATION SCHEDULE (Customer to initial)**

_____	Hardware Purchase / Installation:	_____
_____	Chart Abstraction:	_____
_____	Initial Staff Training:	_____
_____	Initial Physician Training:	_____
_____	Appointment Conversion / Registration:	_____
_____	Go-Live:	_____
_____	On-Site Support Ending:	_____

Customer acknowledges that if the installation of the Software is delayed to accommodate the scheduling needs of the Customer, or if the Customer fails to have sufficient staff necessary for such implementation or all of the Equipment and Third Party Software is not properly installed on a timely basis (i.e. at least two (2) weeks prior to the Appointment Conversion Date), then the Live Date may be delayed beyond the date set forth above to a date as is mutually agreed upon between Customer and HMC.



## ATTACHMENT B

### **Recommendations and Requirements of EpicCare Ambulatory Devices For Community Connect Sites**

#### **1. HARDWARE RECOMMENDATIONS**

HMC's Recommendations of the most current Equipment list, Specifications, and suggested Vendors will be provided at the time contract is presented (**Appendix A**).

- 1.1. Workstations: Many hardware configuration options can affect performance, but memory and processor selection have the most significant impact on Epic software. The Preferred Workstation Specifications attempt to define a machine that will have a useful lifespan of at least three (3) years.

Locations: • Front desk area (check-in/registration/check-out)  
• Physician's offices/desks  
• Nurses stations  
• Documentation stations  
• May be located in visit rooms. However, workstations are large, and Laptops (see below) are usually recommended in these locations

- 1.2. Laptops: Ideally, laptops should have the same hardware specifications as workstations. Unfortunately, this is not usually possible, and mobile architectures are becoming more distinct from desktop ones. Below are the specifications for a laptop or notebook running Epic GUI applications.

Locations: Commonly used with portable Rubbermaid Carts that can be wheeled from location to location within an office. These are best used in large open rooms that have been equipped with wireless connections.

- 1.3. Downtime PC and printer: A requirement of using the EPIC system is to ensure that an office can continue processing patients even if all connections to the main system are down. The answer to this is an offline repository of current appointments and patient information called the Downtime PC. The Downtime PC must be kept powered on and connected to the network at all times.

- 1.4. Electronic Signature Pads:

Locations: at check in and check out window: HIPAA, Consent to Treat; Financial Agreement, etc.

- 1.5. Printers: Due to the variety of printing, there are several different recommended printers.

a) Networked Document Printer:

Locations: • Should be located at the front desk  
• Should be located at nurses station(s) convenient to the normal workflow of processing patients



- Should be located at or near a providers office/desk
  - If there is an internal billing dept, a printer should be designated for claims
- b) Label printing: (for locally collected specimens and record labeling)
- Locations:
- Should be located where it is most convenient to the workflow of collecting specimens that will be sent to a lab or other facility.
  - If labels are used when creating a hardcopy of a patient charts, then a label printer should be located at or near documentation stations and front desk.
- c) Secure Prescription printing:
- Locations:
- This printer must be located in a "secure" location only accessible by staff (never accessed by clients and/or patients).
  - This printer should also be located somewhere near the office workflow for easy access by nurses and providers.

#### 1.6. Scanners:

- Locations:
- Front desk: insurance cards, personal identification, forms that cannot be electronically signed
  - Central location/Nurse Station: outside results, consultation reports

#### 1.7. Voice Recognition: Voice recognition is not included. This section is included to give a basis for understanding the elements necessary to plan for using Voice Recognition. Voice recognition is not as exact as using a keyboard and should not be used in areas with high amounts of ambient noise.

- a) Software: HMC will support Dragon voice recognition software. Each computer using voice recognition will need a licensed copy of the software.
- b) Additional equipment: Good quality, pc-compatible microphone will be required. Also, flash drives need to be used to transfer the "voice files" from one computer to another.

## 2. NETWORK REQUIREMENTS

- 2.1. Bandwidth Requirements: Hyperspace typically uses 5-10 kbps per session from the full client to the database server or from a Citrix server to the database server. Commercial or Business Class internet service is required for optimal performance.
- 2.2. Network Drop Installation: If additional network drops are needed for the new EpicCare Ambulatory devices, the site must provide for installation.
- 2.3. Optional Wireless Network: The area where the device will be used must have wireless access points connected to a wired network. **Security is extremely important.** Be sure that the client has implemented security features. Most notably, make sure they have changed the defaults.
- 2.4. Physical Safety Requirements:
- a) Extension Cords: This requirement affects whether a site needs to install electrical outlets. If there are not enough outlets to accommodate the new device(s) needed for EpicCare



Ambulatory, it could be tempting to plan on using an extension cord. However, this is not recommended.

- b) Infection Control: This is not a requirement but a recommendation for clinical environments. Infection control in these environments can be improved thru the use of cleanable keyboard covers, washable mice, and replacement keyboards for workstations.

### **3. Data Security**

#### **3.1. Software Requirements**

- a) Anti-Virus: HMC recommends use of current, updating anti-virus.
- b) Firewall: HMC recommends, but does not require, use of a firewall (software and/or hardware).

### **4. Characteristics of a Secure Printer Location**

Information privacy, confidentiality, and security are critical. Placement of the printer can have a big impact. Two types of items are at risk via the printer: personal health information (PHI) and unsigned prescriptions. Both require special considerations:

- Required:
- Must be in an area accessed only by employees (clerical, clinicians)
  - Must not be in an area accessed by patients
  - Must not be in a remote location

- Recommended:
- Should be in an area accessed only by clinicians (not clerical staff)
  - Should be close to the employee needing to utilize the information. Registration information should print near the registration staff; clinical reports should print near the clinical staff. This reduces the risk of papers lying on the printer unmonitored for a long time.

### **5. Guidelines for Placement of Workstations**

HMC's Information Security policies affect where workstations should be placed. Placement criteria include:

- Be sure visitors cannot see patient information on the computer screen. In most cases, this means keep the screen pointed away from public areas.



**ATTACHMENT C**  
**ACCEPTANCE CERTIFICATE**

Customer Name: \_\_\_\_\_

Date of Customer License Agreement: \_\_\_\_\_

Installation Location Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Live Date: \_\_\_\_\_

Last Date of Term: \_\_\_\_\_

The undersigned hereby acknowledges receipt and acceptance of the Software listed on Schedule A of the above referenced Customer Master Agreement, and that such Software is fully installed and ready for use by Customer and the Software is performing substantially in accordance with the operating specifications of the Software set forth in the License Agreement.

CUSTOMER

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Print Name)

TITLE: \_\_\_\_\_



## ATTACHMENT D

### **Hurley Medical Center EpicCare Ambulatory PRICES AND FEES**

**Scope:** Delivery of the EPIC “practice management system” including, electronic medical record, registration, scheduling, billing, and third-party products necessary for use.

#### **Our Responsibilities**

1. EPIC configuration for standard (Hurley model) implementation
2. Standard Hurley model for initial go-live with minimal modifications
3. EPIC implementation
4. EPIC Training
5. EPIC Go-Live Support
6. EPIC Maintenance
7. EPIC Upgrades and Optimization
8. Delivery of Epic to the Internet

#### **Your Responsibilities**

1. The purchasing and support of end user hardware necessary for the use of Epic in your practice. This could include, but is not limited to, computers, laptops, printers, scanners, WOWs, monitors, label printers, prescription printers and paper, signature pads, credit card swipe. **This equipment must meet our minimal specification criteria.**
2. **Hurley does not provide support for your office equipment, office network, or internet connection.**
3. Support of your hardware includes, but is not limited to, owning the connectivity of your functioning equipment to Hurley’s network via your internet connection.
4. You are responsible to work with your internet service provider to maintain connectivity, and diagnose connectivity issues.
5. Business Class Internet connection
6. Intra-office network connectivity, network connectivity, internet connectivity, wireless connectivity.
7. Any transactional costs for revenue cycle software. These may include appointment reminders, claims and remittance clearinghouse fees, etc.
8. Any additional third party software costs – Citrix, Microsoft, Cache, etc.
9. Business Continuity computer and printer.



**Hurley Medical Center**  
**Effective 12/2/2016**  
**EpicCare Ambulatory**  
**Provider Cost Worksheet**

**EPIC Software Licensing and Maintenance**  
**Costs are Per Provider \***

**One Time fee due at Project Initiation**

Description	Total Cost	Donated Amount	Your Cost
<input type="checkbox"/> EMR with Practice Management Bundle • (Registration, Scheduling & Billing)	\$3,760/pp	\$3,160/pp	\$600/pp
<input type="checkbox"/> EMR with Access Bundle • (Registration, Scheduling)	\$3,760/pp	\$3,160/pp	\$600/pp
<input type="checkbox"/> EMR Access Only • (Scheduling, Registration)	\$3,760/pp	\$3,160/pp	\$600/pp
<input type="checkbox"/> EMR Billing Only • (Registration, Billing)	\$3,760/pp	\$3,160/pp	\$600/pp

**Monthly Subscription Per Full Time Provider**

Description	Total Cost	Donated Amount	Your Cost
<input type="checkbox"/> EMR with Practice Management Bundle • (Clinical Documentation, Registration, Scheduling & Billing)	\$944.12/pp	\$464.20/pp	\$480/pp
<input type="checkbox"/> EMR with Access Bundle • (Clinical Documentation, Registration, Scheduling)	\$922.43/pp	\$462.43/pp	\$460/pp
<input type="checkbox"/> EMR Access Only • (Scheduling, Registration)	\$806.75/pp	\$466.75/pp	\$340/pp
<input type="checkbox"/> EMR Billing Only • (Registration, Billing)	\$806.75/pp	\$466.75/pp	\$340/pp

I have identified the following providers as full-time\*\* (attach additional pages as necessary):


I have identified the following providers as part-time\*\*\* (attach additional pages as necessary):


\*\*Provider is considered full time; part time provider is defined as 2 days per week or less and the cost is 25% of the full time provider rate.



### Third Party Licensing

(all pricing subject to change per vendor)

	<u>One Time</u>	<u>Monthly</u>
<b>Licensing Fee to cover Citrix, Cache, Terminal, etc. per provider</b>	\$600	

<b>Quadax:</b> (billing clearinghouse; contract provides specifics) <b>** Vendor will invoice client directly**</b>	<u>One Time</u>	<u>Monthly</u>
<ul style="list-style-type: none"> <li>One-Time Facility/Client Code Setup Fee: \$ 350.00               <ul style="list-style-type: none"> <li>- Includes all Provider Registration with payers</li> </ul> </li> <li>Claims Process Monthly Minimum Charge (up to 3500 claims)               <ul style="list-style-type: none"> <li>- per Provider Up to 7 providers \$ 105.00</li> <li>- More than 7 providers Flat Fee \$ 750.00</li> </ul> </li> <li>Claims Electronic Processing per claim over 3500 \$ .22</li> <li>Claims Paper Processing per claim \$ .53</li> <li>Monthly Remittance Files Included</li> </ul>		

<b>Optional Services (Check all that are to be utilized)</b>	<u>One Time</u>	<u>Monthly</u>
<input type="checkbox"/> <b>Epic Data Transfer to 3<sup>rd</sup> party systems</b> minimum \$1000.00 / engagement <i>(i.e. Wellcentive, Patient Centered Medical Home, Affordable Care Organizations, Insurance Plans)</i>		
<input type="checkbox"/> <b>Televox:</b> (automated appointment reminder calls) \$ .19/call <i>**price based on current Hurley volume per successful call</i> <i>**direct Vendor to Client invoicing</i>		
<input type="checkbox"/> <b>Rev Springs</b> (statement vendor) \$ .44/page <i>***Invoice will be from Hurley Medical Center to obtain this pricing; varies</i> <i>Color Printing #10 Mailing</i> <i>Env Return Image # 9 Remit Env</i> <i>Paper Stock</i>		
<input type="checkbox"/> <b>Authorize.net:</b> (credit card gateway) \$ 100.00 \$ 25.00 <i>(approximate purchasing price through Chase Bank)</i>		
<input type="checkbox"/> <b>MyChart:</b> (patient portal for Meaningful Use) \$2.35 Annually per patient <i>*** Hurley retains responsibility for this charge at this time</i>		

<b>SUMMARY:</b>	
<u>One Time Project Initiation Fee (Deposit):</u>	\$ _____
<u>One Time Fees:</u>	
<input type="checkbox"/> Citrix/ MS office Hurley One-Time Setup Fee (\$600/provider)	\$ _____
<u>Monthly Fees:</u>	
<input type="checkbox"/> Epic Software Licensing and support	\$ _____

#### Variable Monthly:

Mileage reimbursement for Staff Travel	\$0.54/mile Current IRS Rate
After Hours support ( M-F after 5pm and Sat/Sun	\$16/hr Scribe or \$55/hr analyst
Rev Springs Statements	\$.44 (approx. vendor price)
MyChart	\$ .00/patient



Over the Term and any extension thereof, the Customer may incur additional fees and charges for services requested, hardware purchases, additional forms, or from other sources or future features offered, which are unknown to the parties at this time.

HMC:

Hurley Medical Center

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

Print Name: Michael Roebuck, M.D.

Title: Chief Medical Information Officer

Date: \_\_\_\_\_

CUSTOMER:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT "A"**

### **HURLEY MEDICAL CENTER**

### **BUSINESS ASSOCIATE AGREEMENT**

#### **HIPAA Business Associate Agreement Terms**

Pursuant to the Agreement, Business Associate may perform functions or activities on behalf of Covered Entity involving the use, transmission, or maintenance of protected health information ("PHI") created or received by Business Associate on behalf of Covered Entity. Therefore, whenever Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum.

1. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI as necessary to carry out its duties to Covered Entity pursuant to the terms of the Agreement and as required by law. Prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by this Addendum or that would violate Subpart E of 45 CFR 164 ("Privacy Rule") if done by Covered Entity. Business Associate is not authorized to create de-identified information from PHI. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule and consistent with Covered Entity's minimum necessary policies and procedures.
5. **Required Safeguards To Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 ("Security Rule") with respect



to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

6. **Reporting to Covered Entity.** Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for by this Addendum, including breaches of unsecured PHI in accordance with 45 CFR Subpart D of 45 CFR 164 ("Breach Notification Rule"), and any security incident, of which it becomes aware. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and HITECH.
12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity information to permit Covered Entity to



respond to the request for an accounting of disclosures of PHI, as required by 45 CFR 164.528 and HITECH.

13. **Other Obligations.** To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such obligations.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may: i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum; or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.
17. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from Business Associate's breach of its obligations under this Addendum, the HIPAA Rules, or relating to its use, disclosure, or safeguarding of PHI.



20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations under this Addendum, the HIPAA Rules, or relating to its use, disclosure, or safeguarding of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of Covered Entity.
22. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposes of this Addendum, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Addendum to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, and the HIPAA Rules.
25. **Conflicts.** If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.



# Genesee County Medical Examiner's Office



Brian C. Hunter, M.D.  
Medical Examiner

630 South Saginaw Street  
Flint, Michigan 48502  
Phone: (810) 762-7777 Fax: (810) 762-7786

To: Brenda Clack, Chairperson  
Genesee County Human Services Committee

From: Brian Hunter, MD  
Genesee County Medical Examiner

Date: April 17, 2017

Subject: Approval of Amendment of Contract with Preferred Removal  
Services



## **Requested Action**

The Genesee County Medical Examiner's Office is requesting approval of an amendment to extend the contract for body transport with Preferred Removal Services.

Vendor: Preferred Removal Services

Purpose: To provide body transport services at death scenes.



## AMENDMENT TO BODY REMOVAL CONTRACT

This Amendment is effective July 1, 2017, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Preferred Removal Services Inc., a Michigan Domestic Profit Corporation, whose principal place of business is located at 409 N. Grand Traverse Ave, P.O. Box 7007, Flint, MI 48507 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a BODY REMOVAL CONTRACT effective June 1, 2015 (the "Agreement"), pursuant to which the Contractor would provide removal and transport of deceased individuals that are Genesee County Medical Examiner cases to the Hurley Medical Center morgue or other location as directed by the Medical Examiner Scene Investigator; and

WHEREAS, the Agreement allowed the County to extend the Agreement for up to four one year terms; and

WHEREAS, the Parties have exercised this option to extend the Agreement through June 30, 2017, as approved by Resolution number 16-230 and;

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional year.

NOW THEREFORE, the Parties agree as follows:

1. Extend the term of this Agreement to expire on June 30, 2018.
2. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.
3. Execution of this Amendment is authorized by Resolution #17- issued by the Genesee County Board of Commissioners.

PREFERRED REMOVAL INC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Albert T. Boaz  
President

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Genesee County Medical Examiner's Office



Brian C. Hunter, M.D.  
Medical Examiner

630 South Saginaw Street  
Flint, Michigan 48502  
Phone: (810) 762-7777 Fax: (810) 762-7786

To: Brenda Clack, Chairperson  
Genesee County Human Services Committee

From: Brian Hunter, MD  
Genesee County Medical Examiner

Date: April 17, 2017

Subject: Approval of Amendment of Contract with STAT EMS

## **Requested Action**

The Genesee County Medical Examiner's Office is requesting approval of an amendment to extend the contract for Medical Examiner Investigation services with STAT EMS.

Vendor: STAT EMS

Purpose: To provide Medical Examiner Investigator services at death scenes.



AMENDMENT TO MEDICAL EXAMINER  
INVESTIGATIVE SERVICES CONTRACT

This Amendment is effective July 1, 2017, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and STAT EMS, LLC, a Michigan Domestic Limited Liability Company, whose principal place of business is located at 520 W. Third Street, Flint, MI 48503 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Medical Examiner Investigator Services Contract effective June 1, 2015 (the "Agreement"), pursuant to which the Contractor would provide Medical Examiner Investigative Services to the Genesee County Medical Examiner's Office; and

WHEREAS, the Agreement allowed the County to extend the Agreement for up to four one year terms; and

WHEREAS, the Parties have exercised this option to extend the Agreement through June 30, 2017, as approved by Resolution number 16-229 and;

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional year.

NOW THEREFORE, the Parties agree as follows:

1. The term of the Agreement is hereby extended for one additional year, to expire on June 30, 2018.
2. All other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.
3. Execution of this Amendment is authorized by Resolution #17-\_\_\_\_\_ issued by the Genesee County Board of Commissioners.

STAT EMS, LLC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Marc G. Lund  
President and CEO

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_