

ADVANCED LIFE SUPPORT AMBULANCE INTERCEPT AGREEMENT

THIS AGREEMENT is entered into effective October 1, 2017, between **NORTH FLIGHT, INC.**, a Michigan nonprofit corporation, of 1237 Hastings, Traverse City, Michigan 49684 ("North Flight") and **GREEN LAKE TOWNSHIP**, of 9394 Tenth Street, P.O. Box 157, Interlochen, MI 49643 ("Green Lake").

RECITALS

1. North Flight operates an Advanced Life Support ("ALS") ambulance service throughout Northern Michigan. Green Lake owns and operates a Basic Life Support ("BLS") ambulance service in Interlochen, Michigan.

2. There is a critical need in Grand Traverse and Wexford Counties for ALS emergency medical services to support the BLS emergency medical services provided by Green Lake. North Flight is willing to provide and Green Lake desires to obtain such services on the terms and conditions set forth in this Agreement.

3. The sole purpose of this Agreement is to fulfill a critical community health care need and the obligation of the parties to the community to provide reasonably available quality emergency medical services. The parties expressly acknowledge that no payment or benefit accorded to any party under this Agreement is directly or indirectly in exchange for the referral of patients and that influencing referral patterns is not a purpose of this Agreement.

TERMS

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. **ALS Services Provided by North Flight.** Upon the request of the appropriate local governmental unit serving as the central dispatcher for emergency medical services in Grand Traverse County, North Flight agrees to intercept Green Lake's vehicle and provide ALS care to the patient being transported in the Green Lake's vehicle for the remainder of the transport to an appropriate general acute care facility. Intercept coverage by North Flight under this Agreement is limited to the availability of its fully staffed aircraft, ground transport and/or non-transport advanced life support vehicle, provided however, North Flight shall at all times use its best efforts to respond to all requests for ALS intercepts through mutual aid agreements or otherwise.

2. **Accounts Receivable Services and Compensation.** Green Lake agrees to provide accounts receivable billing and management services for ambulance services rendered to Medicare and/or Blue Cross-Blue Shield of Michigan patients in circumstances where North Flight intercepts Green Lake's vehicle and provides ALS emergency medical services pursuant to this Agreement ("Intercept Situations").

North Flight agrees that it will not bill or seek to collect any remuneration, direct or indirect, from any Medicare and/or Blue Cross-Blue Shield of Michigan patient for BLS ambulance services rendered by Green Lake in Intercept Situations under this Agreement.

North Flight shall provide and assist Green Lake with all information routinely obtained to ensure the accurate and efficient accounts receivable management for ambulance

services in Intercept Situations under this Agreement. All billing information and invoices shall be sent by North Flight, pertaining to Intercept Situations, to the Green Lake Business Office located at the following address:

Green Lake EMS
9394 Tenth Street
Interlochen, MI 49643

Green Lake agrees to pay North Flight Two Hundred Fifty and 00/100 Dollars (\$250.00) each time North Flight provides ALS services in an Intercept Situation under this Agreement.

3. **Standards.** North Flight and Green Lake shall perform their duties and responsibilities under this Agreement in accordance with all applicable standards of (i) third-party payors with which they have a contractual relationship to obtain reimbursement for services rendered (including Medicare, Blue Cross-Blue Shield of Michigan and/or Medicaid), (ii) federal, state and local government laws, rules and regulations, and (iii) currently approved and generally accepted professional standards.

4. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year, beginning October 1, 2017 and ending September 30, 2018 (the "Initial Term"). Thereafter this Agreement shall automatically renew for successive terms of one (1) year unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the current term ("the Term"). This Agreement shall be terminated before the expiration of the Term on the occurrence of any of the following:

- (a) By mutual written agreement of the parties.
- (b) By either party, with or without cause, upon thirty (30) days prior written notice to the other party.
- (c) By either party upon a material breach of this Agreement by the other party if that breach is not cured within thirty (30) days after the receipt of written notice of the breach by the offending party. For the purpose of this section, a material breach shall be defined to mean the substantial failure of either party to fulfill its duties or obligations thereunder.

5. **Supervening Law.** The parties recognize that this Agreement at all times is subject to applicable state, local and federal law. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation, such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or more of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to modify the terms of this Agreement consistent with the requirements of law in order to effectuate the purpose and intent of this Agreement.

6. **Notices.** Any notice or other communication by a party to the other parties shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, registered or certified mail addressed as follows:

TO NORTH FLIGHT:

North Flight, Inc.
1237 Hastings
Traverse City, Michigan 49686
Attn: Director

TO GREEN LAKE:

Green Lake Township
9394 Tenth Street
PO Box 157
Interlochen, MI 49643
Attn: Director

or to such other address, and to the attention of such other person or officer as a party may designate in writing.

7. **Modification and Changes.** This Agreement may be changed or modified only by a written agreement executed by the parties hereto.

8. **Assignment.** No party shall assign its rights, duties or obligations under this Agreement without the prior written approval of the other parties, except that North Flight may assign this Agreement to a Munson Healthcare subsidiary or affiliate without such approval.

9. **Headings.** The headings contained in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

11. **Independent Contractor Status.** In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that the parties shall be, and at all times are, acting and performing as independent contractors. As such, except as specifically provided herein, no party shall be deemed the agent, legal representative, joint venturer, partner, employee or servant of the other for any purpose whatsoever.

12. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and there is no intention, expressed or otherwise, to create rights or interests for any party or persons other than the parties to this Agreement. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein.

13. **Waiver of Breach.** The failure of any party to strictly enforce any provisions of this Agreement shall not be construed as a waiver thereof or as excusing the defaulting party from future performances.

14. **Nonassumption of Liabilities.** North Flight shall not, by entering into and performing this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of Green Lake, and North Flight shall not, by providing ALS emergency medical services, assume or become liable for any of the obligations, debts, and liabilities of Green Lake.

15. **Access to Records.** To the extent required by the Social Security Act (and any regulations promulgated thereunder), until the expiration of four (4) years after this Agreement has been terminated, the parties shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, this Agreement, books, documents, and records that are necessary to certify the nature and extent of the costs claimed by the parties with respect to this Agreement.

16. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, if any term or condition of this Agreement to be performed or observed by North Flight is rendered impossible of performance or observance due to any cause beyond North Flight's control, including, without limitation, requests for emergency medical service beyond the coverage level provided in this Agreement, any act of God, war, civil disturbance, fire or casualty, staffing difficulties, labor dispute or governmental rule, North Flight, for so long as such condition exists, shall be excused from such performance or observance, provided it takes all appropriately reasonable steps as soon as reasonably practicable in order to terminate such condition.

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force of effect.

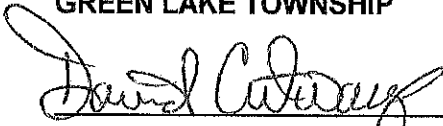
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

NORTH FLIGHT, INC.



Susan Boyko, Director
Dated: 10/3/17

GREEN LAKE TOWNSHIP



Dated: 10/3/17