


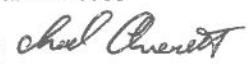


Services Agreement

Intermountain's Billing Address: Intermountain Health Accounts Payable PO Box 30184 Salt Lake City, UT 84130-0184	Company's Name & Address: Weber County Animal Services 1371 N 750 W Ogden, UT 84404
Intermountain's Notice Information: IHC Health Services, Inc. Attention: Randy Sullivan And to IHC Health Services, Inc. Supply Chain Organization Attention: Senior Executive Assistant 7302 South Bingham Junction Midvale, Utah 84047 E-mail: ContractAdministration@imail.org	Company's Notice Information (if different than above): Email: Lisa Weiss lweiss@webercountyutah.gov Animal Care/Community Outreach Coordinator Weber County Animal Services 801-399-8244
Services Description: Company will provide their Temporary Pet Lodging Program to Intermountain. Company will house the pets of applicable Intermountain patients for up to 10 days. Patients will be required to sign the Weber Animal Services Community Outreach Temporary Pet Loading Program form attached to this agreement as Attachment A.	
Specifications: N/A	
Schedule: For the duration of the term Weber will hold a patient's pet for up to 10 days.	
Fees and Expenses: Intermountain will pay the expenses if a pet requires vaccination and needs to be microchipped.	

IHC Health Services, Inc., a Utah nonprofit corporation ("Intermountain"), and Weber County Animal Services ("Company") (collectively, the "Parties") enter this Agreement (this "Agreement") for the "Services" described above. The term "Company" includes each of Company's employees, agents, affiliates, and subcontractors when used in connection with an obligation under this Agreement.

This Agreement starts on the Effective Date, i.e., the last signature date of this Agreement, and ends on May 30, 2026 (the "Term"), unless terminated earlier under the terms of this Agreement. Company will provide the Services to Intermountain under the attached Service Terms, which are part of this Agreement.

IHC Health Services, Inc. Authorized Signature:  <small>09/17/2014 10:53:17 CDT</small> Printed Name: Tim Franke Title: cpo Date: Jun 7, 2024	Weber County Animal Services Authorized Signature:  Printed Name: CHAD AVERETT Title: DIRECTOR Date: JUNE 10, 2024
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Service Terms

1. **Participation.** All Intermountain Organization members may purchase or license under this Agreement. "Intermountain Organization" means Intermountain, Intermountain Health Care, Inc., and all entities now or hereafter owned or controlled by Intermountain or Intermountain Health Care, Inc. ("Intermountain Subsidiaries"), and all hospitals, health care facilities, clinics, physician offices, and other operations, now or hereafter owned, leased, operated, or managed by Intermountain, Intermountain Health Care, Inc., or an Intermountain Subsidiary. All contract and sales discussions for any Intermountain Organization member and Intermountain facility must take place with Intermountain's supply chain organization.
2. **Services.** Company will provide the Services according to generally accepted professional standards. Company will complete the Services within the "Schedule" and according to the "Specifications" set forth on this Agreement's cover page. Company will keep Intermountain informed on the progress and status of the Services and, upon Intermountain's request, will deliver written progress and status reports to Intermountain.
3. **Staff.** Company will provide the Services through either its employees or subcontractors (collectively, the "Staff"). Company and its Staff will have the appropriate training, licensure, certifications, and accreditations to provide the Services. If the cover page names specific Staff to provide Services, Company will use that Staff as specified. Upon Intermountain's request, Company will promptly replace any Staff providing Services.
4. **Fees and Payment.**
 - 4.1 **Fees and Expenses.** Intermountain will pay Company the "Fees" set forth on this Agreement's cover page, but only for Services performed. Company will be responsible for all expenses associated with the provision of the Services, and Intermountain will reimburse Expenses only to the extent provided in this Agreement. Intermountain's supplier travel procedure will govern any reimbursement of travel-related expenses. For a copy of the procedure and additional information visit: <https://intermountainhealthcare.org/supply-chain-organization/supplier-contracting>.
 - 4.2 **Invoices and Payment Terms.** Company will issue invoices to Intermountain each month for Services that Company performed during the previous month. Each invoice will include a reasonable description of the Services performed, the Fees, and Expenses. Intermountain will pay a properly stated and undisputed invoice within 30 days of receiving the invoice. For additional invoicing information visit <https://intermountainhealthcare.org/supply-chain-organization/supplier-contracting>.
5. **Intellectual Property.**
 - 5.1 **Deliverables and Work Product.** Intermountain owns (a) all items delivered by Company to Intermountain in connection with the Services (collectively, the "Deliverables") and (b) all things (including information, data, works of authorship, inventions, creations, methods, ideas, designs, plans, products, and improvements), in whole or in part, that Company, either alone or with another, conceives, develops, reduces to practice, or creates in connection with the Services or delivers to Intermountain as part of the Deliverables (collectively, the "Work Product"). Intermountain owns all intellectual property rights in or to the Deliverables or the Work Product, or both.
 - 5.2 **Work Made for Hire and Assignment.** Work Product created by Company is "work made for hire" to the fullest extent possible under U.S. copyright law (i.e., Intermountain is the "author" and copyright owner of the Work Product). Company agrees to assign, and hereby assigns, to Intermountain all Work Product and intellectual property rights in and to the Work Product, except copyrights that Intermountain owns as "work made for hire" copyrights. Nothing in this Agreement grants to Company a license or other right to use Work Product, or waives any other right Intermountain has in the Work Product. Company warrants that it has secured all assignments of intellectual property rights from its Staff necessary for this assignment and this Agreement.
 - 5.3 **Company Retained IP.** Company retains ownership of all items, development tools, software, libraries, and objects that Company created before or independently of the Services and either uses in creating Work Product or discloses to Intermountain in connection with the Services (the "Company Retained IP"). Nothing in this Agreement assigns or transfers to Intermountain ownership of Company Retained IP or any intellectual property in or to that Company Retained IP. If the Deliverables include Company Retained IP, then Company hereby licenses to Intermountain that Company Retained IP and all intellectual property rights in that Company Retained IP (the "License"). This License is non-exclusive, fully paid-up, irrevocable, and world-wide. This License is not subject to termination. This License includes all rights under the licensed intellectual property rights, including, without limitation, the rights to reproduce, copy, create derivative works, distribute, publish, display, perform, make, have made, sell, import, export, commercialize, disclose, and use. This License includes the right for Intermountain to grant sublicenses under the License to others. This License is assignable and transferable by Intermountain to any successor to any interest or right of Intermountain that relates to the Company Retained IP or any Deliverable.
 - 5.4 **Survival.** This Section survives this Agreement's termination.
6. **Warranties.** Company warrants that it complies with all applicable accreditation, certification, professional registration, and workers' compensation requirements and has the experience and skill to perform the Services. Company further warrants that the Services, Deliverables, and Work Product comply with all applicable laws, and do not infringe on or violate the intellectual property rights of any third party. This Section survives this Agreement's termination.
7. **Termination for Default.** If a Party fails to perform any obligation set forth in this Agreement and does not cure that failure within 30 days after receiving written notice from the other Party, then the non-defaulting Party may immediately terminate this Agreement upon written notice to the defaulting Party.

8. **Termination for Convenience.** Intermountain may terminate this Agreement, without cause and without penalty, upon written notice to Company at any time. If Intermountain does this, and Company has not breached this Agreement, then Intermountain will pay Company for Services performed before termination.
9. **Confidential Information.** Company will keep Intermountain's Confidential Information confidential, maintain it in a safe and secure place, and not disclose it except to those employees, accountants, and attorneys who have a need to know and are obligated to keep it confidential. Company will use Intermountain's Confidential Information solely for the purposes of this Agreement and as permitted or required under this Agreement. Upon Intermountain's request, Company will return or destroy all documents, copies, notes, and other materials relating to this Agreement or that contain Intermountain's Confidential Information. "Confidential Information" means the terms of this Agreement; proprietary and confidential information, trade secrets, know-how, software, technology, specifications, and non-public business or financial information; Work Product; Deliverables; Intermountain's member, patient, customer and employee data; and any other information which reasonably should be understood to be confidential. This Section survives this Agreement's termination.
10. **Individually Identifiable Data.** Under this Agreement individually identifiable data ("IID") means Intermountain's "protected health information" (as defined under the Health Insurance Portability and Accountability Act of 1996) or other data or information (even if de-identified or aggregated) relating to any patient, personally identifiable information, or payment card industry information. Intermountain will obtain a signed Intermountain Authorization form by the patient or patient representative if any IID will be disclosed for these services.
11. **Insurance and Coverage Amounts.** Company is a governmental entity, and is subject to the Governmental Immunity Act ("the Act"). Company will maintain insurance coverage, in a manner permitted under state law, that will provide coverage in the amounts up to the statutory cap as contemplated by the Act. In addition, Company will maintain Worker's Compensation Insurance at an amount that will meet the statutory limits. Nothing in this Agreement constitutes a waiver of the Company's status or protections under the Act.
 - 11.1 **Policy Requirements.** Company will secure this insurance from a company licensed by the Utah Insurance Department or by a comparable regulatory entity in the state where Company primarily does business. Company will maintain this insurance during the term of this Agreement and until the expiration of the statute of limitations applying to each insured event. At Intermountain's request, Company will provide Intermountain with evidence of insurance coverage as specified above. Company will notify Intermountain at least 15 days before any cancellation of, or material change to, the required insurance.
12. **Indemnification.** Each Party is liable for, indemnifies, and holds the other Party harmless from any claim, lawsuit, action, and legal expense relating to the indemnifying Party's negligent act or omission, intentional misconduct, misrepresentation, or breach of this Agreement. This Section survives this Agreement's termination.
13. **Limitation of Liability.** EXCEPT AS PROVIDED BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES. THE LIMITATION ON A PARTY'S LIABILITY DESCRIBED IN THIS SECTION DOES NOT APPLY TO LIABILITY FOR THAT PARTY'S INDEMNIFICATION OBLIGATION, BREACH OF AN OBLIGATION RELATING TO CONFIDENTIAL INFORMATION, OR BREACH OF ANY BUSINESS ASSOCIATE AGREEMENT OR DATA SECURITY AGREEMENT.
14. **Subcontractors.** If Company needs to engage a subcontractor to help perform Company's obligations under this Agreement, Company must first obtain Intermountain's written approval and then enter into a written contract with the subcontractor that contains terms at least as protective of Intermountain as the terms of this Agreement.
15. **Compliance.**
 - 15.1 **General Compliance with Laws.** Both Parties will comply with all applicable federal, state, and local laws, statutes, regulations, rules, orders, and ordinances that are now in effect or enacted, amended, or promulgated hereafter.
 - 15.2 **TCPA and CAN-SPAM.** If Company contacts patients, employees, or any other individuals on Intermountain's behalf under this Agreement (e.g. autodial, text message, email, etc.), then Company acknowledges that the TCPA and the CAN-SPAM Act apply. Company will comply with (and ensure its subcontractors – if applicable – comply with) the TCPA and the CAN-SPAM Act, including without limitation, providing opt-out options on all text messages and emails and promptly honoring and continuing to manage all opt-out requests. Company indemnifies Intermountain against any claims, damages, expenses, fees, settlements, losses, liabilities, or penalties incurred as a result of Company's (or any of its subcontractor's) failure to comply with the TCPA or the CAN-SPAM Act
 - 15.3 **Remuneration and Discounts.** Payment from Intermountain to Company is for actual and necessary items furnished or services rendered, is based upon an arm's-length transaction, and does not take into account, directly or indirectly, the value or volume of any past or future referral or other business generated between the Parties. Regulations implementing the federal health care program anti-kickback law, 42 U.S.C. § 1320a-7b(b), include a "safe harbor" for "discounts" (see 42 C.F.R. § 1001.952(h)). If Company provides a price reduction to Intermountain pursuant to this Agreement, then each Party will comply with the requirements related to that discount as set forth in 42 C.F.R. § 1001.952(h)(2)
 - 15.4 **Financial Relationships.** To its knowledge, Company (a) is not a physician-owned entity and (b) has no prohibited financial relationship with any physician who is in a position to generate business for Intermountain, or with an immediate family member of that physician. Intermountain defines a "physician-owned entity" as any entity in which a physician, or immediate family member of a physician, holds an ownership, investment, or royalty interest (if royalties are paid on any purchase resulting from the royalty holder's order). The Code of Federal Regulations (CFR) defines "financial relationship" (in 42 CFR 411.354) and "immediate family member" (in 42 CFR 411.351). Company will notify Intermountain immediately in writing if any representation in this Section is, or becomes, inaccurate during the Term.

[Note: Physicians and their immediate family members may own investment securities of Company if that investment complies with 42 CFR 411.356(a) or (b), and may have a compensation arrangement that both complies with 42 CFR 411.357(p) and does not take into account the volume or value of referrals or other business generated for Intermountain by a physician or a physician's immediate family members.]

- 15.5 **Exclusion or Sanction.** Company warrants that neither it, or any of its affiliates or employees, is excluded from participation in, or sanctioned under, any state or federal healthcare program, including those set forth in 42 U.S.C. §1320a-7b(f). Company will notify Intermountain immediately in writing if the warranty in the preceding sentence is, or becomes, inaccurate.
- 15.6 **Access to Books and Records.** Intermountain is a provider under Federal Medicare programs and is subject to Section 952 of the Omnibus Reconciliation Act of 1980. That law requires Intermountain, as a provider, to include the following provision in its agreements with suppliers who receive \$10,000 or more under an agreement with Intermountain. If requested by the Secretary of HHS, by the U.S. Comptroller, or by an authorized representative of either of them, Company will make available to the requestor this Agreement and the Company's books, documents, and records to allow the requestor to certify the nature and extent of the charges for products (or services) provided under this Agreement and charged to Medicare. Company will continue to make those items available for four years after Company furnishes the final products (or services) under this Agreement. If Company contracts with another to carry out any of Company's duties under this Agreement and the subcontractor is to receive \$10,000 or more in value under that subcontract, then Company will obtain a written contractual commitment from the subcontractor to comply with the obligations of this Section of the Agreement. This Section survives this Agreement's termination.
- 15.7 **Code of Ethics.** In its dealings with Intermountain, Company has and will comply with all codes of ethics applicable to suppliers and their interactions with purchasers like Intermountain, including, without limitation, the AdvaMed Code of Ethics on Interactions with Health Care Professionals.
- 15.8 **Supplier Access Program.** All of Company's representative(s) entering any Intermountain facility must comply with Intermountain's Supplier Access Program. This program requires each of these Company representatives to check in with Intermountain on each visit to an Intermountain facility to receive an identification badge. For registration requirements and additional information on Intermountain's Supplier Access Program go to: <https://intermountainhealthcare.org/supply-chain-organization/for-suppliers/for-current-suppliers/access-to-intermountain-facilities/>.
- 15.9 **Equal Opportunity; Affirmative Action.** Intermountain is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with the following, which are incorporated herein by reference: 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, specifically:
- A. Intermountain and Company shall abide by the requirements of 41 CFR 60-300.5(a), as applicable. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - B. Intermountain and Company shall abide by the requirements of 41 CFR 60-741.5(a), as applicable. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
16. **Assignment.** Neither Party may assign this Agreement, or any of its rights or obligations under this Agreement, (whether in connection with a merger, consolidation, sale, or otherwise) without the other Party's prior written consent, and a Party's attempt to so assign is null and void and is a default under this Agreement.
17. **Governing Law; Venue; Attorneys' Fees.** Utah laws, excluding its conflict-of-law provisions, govern this Agreement, and both Parties submit to the exclusive jurisdiction of state and federal courts in Utah. The prevailing Party in any litigation proceedings is entitled to recover its reasonable attorneys' fees, other fees, and costs incurred in the litigation, in addition to any other relief to which that Party may be entitled.
18. **No Publicity.** Company will not distribute any publicity regarding this Agreement or use Intermountain as a business reference in any form without receiving prior written approval from Intermountain's Intellectual Property Director. Company may include Intermountain's name only (no logos, etc.) on a customer list, provided there is no indication of endorsement, promotion, or other similar tone, and solely to indicate Intermountain is a customer. Company will remove Intermountain from all customer lists upon this Agreement's termination or at Intermountain's earlier request.
19. **Notice.** Each notice under this Agreement must be in writing, addressed to the appropriate party as set forth on the cover page of this Agreement, and delivered to the other Party by email and by either overnight courier or first class U.S. Mail (postage prepaid and return receipt requested).
20. **Sustainable Procurement.** Intermountain is committed to business practices that are socially, economically and environmentally sustainable and ethical. Company should design, engineer, manufacture, produce, and deliver products and services in an ethical and environmentally sound manner in accordance with Intermountain's Code of Ethics and SCO Sustainable Procurement Policy. This includes designing products to eliminate listed chemicals of concern; be transparent and disclose product content and impact on the environment; design products to be readily recycled, reprocessed, and reused; produce and deliver products and services that reduce waste, reduce energy and water usage, and lower operating costs. Intermountain Healthcare and the people we serve count on suppliers to heed these considerations and see them as encouragement to innovate to meet and exceed our expectations. For additional information on Sustainable Procurement, SCO Sustainable Procurement Policy and chemicals of concern go to: <https://intermountainhealthcare.org/supply-chain-organization/for-suppliers/sustainable-procurement/>.

21. **Living Wage.** During the Term of the Agreement Company will pay all employees who are employed by Company to perform Services under this Agreement or an SOW not less than a Living Wage. Living Wage is defined as: The remuneration received for a standard workweek by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transportation, clothing, and other essential needs including provision for unexpected events. In addition, if Company sub-contracts all or part of the provision of the Services under an SOW to a sub-contractor, the Company shall ensure that any subcontractor will also pay a Living Wage to their employees.
22. **Relationship; Third Party Beneficiaries.** The Parties are independent contractors, and this Agreement does not constitute — and must not be construed to create — a partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other. Unless it states otherwise, this Agreement does not create any right in, or inure to the benefit of, any third parties.
23. **Miscellaneous.** This Agreement contains the entire agreement and understanding between the parties relating to the subject matter of this Agreement. This Agreement binds the Parties, their representatives, successors, and assigns. The Parties may amend this Agreement only in a written document signed by both Parties. No failure by either party to enforce or exercise any right under this Agreement shall constitute a waiver. If a provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect. Each section heading in this Agreement is for convenience only and does not modify or restrict any term of this Agreement. All remedies provided in this Agreement, at law, or in equity are cumulative and do not limit a Party's other available rights or remedies. In addition to the provisions that are expressly made to survive this Agreement, the provisions of this Agreement that by their nature are intended to survive, will survive the termination of this Agreement. The Parties may sign this Agreement in any number of counterparts, each of which when signed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. The Parties may sign and deliver this Agreement by facsimile or other electronic means, such as e-mail. A duly authorized representative of each Party will sign this Agreement, and each signature constitutes conclusive proof of that person's authority to bind the Party represented by that person.

Attachment A

WEBER ANIMAL SERVICES COMMUNITY OUTREACH TEMPORARY PET LODGING PROGRAM

Participant Name (Print):
Pet Name:
Pet type and breed:
Phone Number:

I, the undersigned, hereby agree to the following terms and conditions in consideration of Intermountain Health placing my animal with Weber Animal Services in the Temporary Pet Lodging Program:

- I am participating in the Weber Animal Services Temporary Pet Lodging Program offered by Weber County Animal Services, Animal Care/Community Outreach at the Weber State Animal Services, 1373 Fairgrounds Dr., Ogden, UT 84404. I understand that the Program provides temporary lodging for my pet for up to 10 days while I receive care and treatment at McKay-Dee Hospital
- I understand that to participate I must provide documentation that my pet is vaccinated and microchipped. In the event I am unable to provide documentation, Weber County Animal Services will vaccinate and microchip my pet, and the associated costs will be covered by Intermountain.
- I understand that upon my admission to McKay-Dee Hospital, hospital security staff will place my pet in a crate, remove them from the care area, and contact Weber County Animal Services to pick up my pet.
- I understand that at the time of discharge Weber County Animal Services will return my pet to McKay-Dee Hospital Security and I can pick it up from Security after discharge.
- I understand that Weber County Animal Services is taking responsibility for my pet of its own accord and not as a responsibility associated with Intermountain Health. Consequently, I acknowledge that Weber County Animal Services has assumed all responsibility for the well-being of my pet, and Intermountain has no ongoing responsibility for my pet.

Pet vaccinated: Yes ___ No ___

Pet microchipped: Yes ___ No ___

WAIVER, RELEASE AND INDEMNIFICATION: I hereby agree to release, waive, covenant not to sue, indemnify, and hold harmless IHC Health Services, Inc., and its agents, officers, representatives, volunteers, employees and other affiliated parties (collectively the "Releasees") from all liability arising out of any and all claims, demands, losses, damages, suits, actions, judgment of any kind and description which may occur, including those arising out of their negligence or carelessness, that may arise from or in connection with my pet boarding with Weber County Animal Services, including, but not limited to, loss of, personal injuries to, or death of my pet.

I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT BETWEEN ME AND THE RELEASEES. I HAVE CAREFULLY READ THIS AGREEMENT, I FULLY UNDERSTAND ITS CONTENT, AND I SIGN IT OF MY OWN FREE WILL.

Participant Signature: _____ Date: _____