

**CONTRACT BETWEEN  
THE DEPARTMENT OF ATTORNEY GENERAL,  
PLANTE & MORAN, PLLC, PRIME HEALTHCARE SERVICES,  
AND TRINITY HEALTH-MICHIGAN**

In consideration of their respective promises and obligations under this agreement (“Contract” or “Payment Contract”), the Michigan Department of Attorney General (“Department”), Plante & Moran, PLLC (“Expert” or “Contractor”), Prime Healthcare Services, Inc. (“Buyer”), and Trinity Health-Michigan (“Seller”) agree as follows:

The Department and Expert have entered into a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND PLANTE & MORAN, PLLC of even date herewith and attached hereto as **Exhibit A** (the “Expert Contract”) under which Expert will provide services to assist the Department in its review of the sale of the assets of St. Joseph Mercy Port Huron by Seller to Buyer (the “Sale” or “Transaction”), and other related matters as assigned by the Attorney General or his designee, as more fully specified in the Expert Contract (collectively, the “Expert Services”).

The terms of the Transaction specifically make the Department’s review and approval a condition of the Transaction.

The primary purpose of this Contract is to facilitate the Department in completing a thorough but expeditious review of the respective definitive agreements and other matters related to the Sale.

It is anticipated that this Contract will facilitate the Department’s review in a manner that:

- Reasonably limits the costs and expenses of the Expert’s services under this Contract;
- Minimizes disruption and inconvenience to Seller’s (and its affiliates’) and St. Joseph Mercy Port Huron’s personnel;
- Avoids unnecessary delay in completing the Department’s review.

**1. Issuing Office**

This Contract is issued by the Department, which is the only State office authorized to change the terms and conditions of this Contract.

**2. Description of Services**

A. Buyer agrees to be solely responsible for the payment of all fees and expenses for all Expert Services performed by Expert in accordance with the Expert Contract between the Department and Contractor attached to this agreement as Exhibit A (“Expert Contract”). While Buyer will bear sole responsibility for all compensation and reimbursement of expenses payable to the Expert in accordance with this section and the

Expert Contract, the Expert's work will be exclusively directed by the Department and performed solely for and on behalf of the Department. All Expert Services will constitute work product subject to the attorney work-product doctrine.

B. Responsibilities of Buyer:

1. to pay a fee of \$65,000 (the "Opinion Fee") for delivery of Expert's written report and opinion for the Transaction.
2. to reimburse Expert for reasonable and necessary meals, lodging, telephone, and travel expenses.
3. to refrain from providing information to or otherwise interacting with Expert, except as specifically requested by the Department or Expert.
4. to conspicuously mark as "Confidential" only such information it believes in good faith to be confidential, under applicable law, including information it has produced pursuant to non-disclosure agreements with third parties, including Seller. Buyer may permit the Department and/or its Expert to review such information on an "inspection only" basis without acquiring possession of documents embodying the information. Buyer shall in good faith discuss with the Department the extent to which such information may be disclosed by the Department at the conclusion of its review. Buyer agrees that if Buyer, Seller, and the Department are not able to resolve this issue, either party may seek guidance from the court. Notwithstanding the foregoing, it is understood the Expert has professional and regulatory obligations to create and maintain workpapers in support of its professional conclusions. Accordingly, if and to the extent Expert determines that it requires information marked as "Confidential" for its workpapers, Buyer shall permit Expert to take possession of any information so marked subject to Expert maintaining such information as confidential in accordance with the standards of Expert's profession.

C. Responsibilities of Seller:

1. to give the Department and Expert reasonably prompt access to requested documents via a limited-access (e.g., password-protected) web page hosted by Buyer, Seller, or their respective legal counsel and to make other information and members of Seller's (and its affiliates') officers, trustees, directors, and management available for interviews by Expert and/or the Department upon request;
2. with respect to the Transaction, to refrain from providing information to or otherwise interacting with Expert, except as specifically requested by the Department or its Expert;

3. to conspicuously mark as “Confidential” only such information it believes in good faith to be confidential, under applicable law, including information it has received pursuant to non-disclosure agreements with third parties, including Buyer. Seller may permit the Department and/or its Expert to review such information on an “inspection only” basis without acquiring possession of documents embodying the information. Seller shall in good faith discuss with the Department the extent to which such information may be disclosed by the Department at the conclusion of its review. Seller agrees that if Seller, Buyer and the Department are not able to resolve this issue, either party may seek guidance from the court. Notwithstanding the foregoing, it is understood the Expert has professional and regulatory obligations to create and maintain workpapers in support of its professional conclusions. Accordingly, if and to the extent Expert determines that it requires information marked as “Confidential” for its workpapers, Buyer shall permit Expert to take possession of any information so marked subject to Expert maintaining such information as confidential in accordance with the standards of Expert’s profession.

4. Seller agrees that all other information necessary for Department and Expert review of the Transaction may be disclosed to, or subject to disclosure to, third parties under Michigan law.

D. Responsibilities of the Department:

The Department agrees to direct its Expert:

1. to reasonably minimize disruption to Seller and Buyer personnel;
2. to proceed expeditiously to avoid unnecessary delay in the Department’s completion of its review;
3. to transmit billing statements to the Department, specifically and individually identifying expenses at the end of the invoice;
4. to invoice the Department the Opinion Fee upon issuance of Expert’s written reports and the Opinion (as defined in Exhibit A);
5. to transmit to the Department a summary invoice containing only the Opinion Fee, expenses incurred pursuant to this Contract, and instructions for payment;
6. to immediately cease work if Seller or Buyer communicates in writing to the Department that the Sale will not proceed;

7. to agree not to attempt to download, "screen print" or otherwise capture, or otherwise attempt to acquire possession of, and not to duplicate or otherwise disclose to any individual or entity other than the Department in accordance with the Expert Contract, material conspicuously marked "Confidential" by Seller or Buyer;

8. to direct the Expert to execute the Confidentiality and Non-Duplication Agreement in the forms attached as **Exhibit B** to both this Payment Contract and the Expert Contract.

**3. Term of Contract**

This Payment Contract covers services rendered from the date of the Expert Contract until the time that the Contractor delivers its Opinion or the Contract is terminated. This Contract may be extended only by the written agreement of the parties.

**4. Compensation for Services Provided**

A. The Expert Contract will specify an Opinion Fee of \$65,000 for Expert Services related to the Transaction, payable upon delivery of the Opinion. Additionally, the Expert Contract identifies other potential services that may be requested by the Department. If requested, the other potential services identified in Exhibit A, Paragraph 2 will be billed at the Expert's standard hourly rates.

B. Buyer will make the payments specified in paragraphs 2.B.1 and 2.B.2 of this Contract and shall pay all invoices within 14 days after receipt.

**5. Identification of Experts and Key Personnel**

The Department intends to retain Expert and its key personnel listed below:

Matthew J. Wescott	Partner
Anthony Colarossi	Partner
Bryan Hughes	Director
Matt Weekley	Partner
Jerry Luebbers	Senior Manager
Paul Weis	Manager

Expert, Seller and Buyer shall promptly notify the Department of any potential conflicts of interest involving Expert or persons performing services for Expert. The Department, upon receiving a notification setting forth facts alleged to constitute a potential conflict, shall promptly investigate the allegations and report its conclusion to Expert, Seller and Buyer.

**6. Billings**

Expert will prepare and submit invoices and billing statements in accordance with the Expert Contract, and the Department shall process them in accordance with the Expert Contract.

The Department shall direct its Expert to furnish copies of billing statements and supporting documents to Buyer, upon request, after the Department's review has been concluded and its report and Opinion have been issued.

**7. Notices**

All communications, notices, and invoices concerning this Contract must be addressed to:

For the Department: William R. Bloomfield, Assistant Attorney General AND  
Joseph J. Kylman, Charitable Trust Auditor  
Department of Attorney General  
Corporate Oversight Division - Charitable Trusts  
Williams Bldg.  
525 W. Ottawa – 6<sup>th</sup> Floor  
Lansing, MI 48933  
517-335-0855  
517-335-1935 (fax)  
BloomfieldW@michigan.gov  
KylmanJ@michigan.gov

For Buyer: Troy A. Schell  
General Counsel  
Prime Healthcare Management, Inc.  
3300 East Guasti Road, Third Floor  
Ontario, California 91761  
Office: 909-235-4311  
Fax: 909-235-4419  
tschell@primehealthcare.com

For Seller: Trinity Health Corporation  
20555 Victor Parkway  
Livonia, MI 48152  
Attn: Paul G. Neumann, Executive Vice-President and  
Chief Legal Officer

For Expert: Matthew J. Wescott, Partner  
Plante & Moran, PLLC  
1111 Michigan Avenue, Suite 100  
East Lansing, MI 48823  
517-336-7525  
matt.wescott@plantemoran.com

**8. Termination**

Seller or Buyer may terminate this Contract upon sixty (60) days written notice to the Department. Buyer shall remain obligated to pay the Expert for services already rendered and expenses already incurred in accordance with the terms of the Expert Contract.

**9. Disclosure of Information**

Except as set forth above with respect to the Expert, pursuant to the Confidentiality and Non-Duplication Agreements collectively attached as **Exhibit B**, the Department and Expert agree not to acquire or attempt to acquire possession of, nor to duplicate, material conspicuously marked "Confidential" by Seller or Buyer, whether made available electronically on a limited-access basis through a web site of Seller, Buyer, or their respective legal counsel or in hard copy for inspection only. Without limitation, neither the Department, nor Expert will not attempt to download, "screen print" or otherwise capture or reproduce Confidential information.

The Department shall in good faith discuss with Seller and Buyer the extent to which such information may be disclosed by the Department at the conclusion of its review. The Department agrees that if Seller, Buyer, and the Department are not able to resolve any confidentiality issues, any party may seek guidance from the court.

**12. Non-Discrimination**

In the performance of this Contract, all the parties agree not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of the Contract. In connection with the performance of services under this Contract, all parties agree to comply with the Federal Civil Rights Act of 1964, 42 USC §2000d.

**13. Unfair Labor Practices**

The State shall not award a contract or subcontract to any employer or any subcontractor, manufacturer or supplier of the employer, whose name appears in the current register compiled by the Michigan Department of Energy, Labor, and Economic Growth. The State may void this Contract, if after the award of the Contract, the name of the Contractor appears in the register. 1980 PA 278, MCL 423.321 *et seq.*

**14. Independent Contractor**

The relationship of Expert to the Department in this Contract is that of an independent contractor. No liability or benefits, such as workers compensation rights or liabilities, insurance rights or liabilities, or any other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, arise, accrue or be implied to either party or either party's agent, subcontractor or employee as a result of the performance of this Contract. Expert will be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Contract.

**15. Governing Law and Jurisdiction**

This Contract shall be subject to, applied, and interpreted according to the laws of the State of Michigan. No action shall be commenced against the Department or the Attorney General, his designee, agents or employees for any matter whatsoever arising out of the Contract, in any courts other than a court of competent jurisdiction of the State of Michigan.

**16. Entire Agreement**

This Contract, including attached **Exhibit A** and **Exhibit B**, represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the Department retaining the Contractor's services.

**18. Authorized Signature**

Buyer agrees that Troy A. Schell is authorized to sign on its behalf.

Dated: \_\_\_\_\_  
Troy A. Schell  
General Counsel  
Prime Healthcare Services

Seller agrees that Garry C. Faja is authorized to sign on its behalf.

Dated: \_\_\_\_\_  
Garry C. Faja, President and Chief Executive  
Officer, St. Joseph Mercy Health System

Expert agrees that Matthew J. Wescott is authorized to sign on its behalf.

Dated: \_\_\_\_\_  
Matthew J. Wescott, Partner

The Department agrees that Joseph E. Potchen is authorized to sign on its behalf.

Dated: \_\_\_\_\_  
Corporate Oversight Division Chief, Joseph E. Potchen

Incorporated Exhibits

Exhibit A – Expert Contract

Exhibit B – Seller Confidentiality and Non-Duplication Agreement