# AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS

This Agreement made the first day of April, 2015 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CITY OF POTTERVILLE, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, ROXAND TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan, and AURELIUS TOWNSHIP A Municipal Corporation within Ingham County, Michigan (collectively, the "PARTICIPATING MUNICIPALITIES" and each a "PARTICIPATING MUNICIPALITY"), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Hayes Green Beach Memorial Hospital, a Michigan corporation, (hereinafter "EMS"). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the "PARTIES" or individually as a "PARTY".

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES;

NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:

### I. EMS' DUTIES.

EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

- 1.1 Operate, staff, maintain and equip ambulances: Consistent with State and Federal regulations provide:
  - 1.1-1 Two licensed Advance Life Support (ALS) ambulances twenty four (24) hour per day, 365 days.
  - 1.1-2 A third licensed ALS ambulance for one hundred and fourteen (114) hours per week. Whenever the third ambulance is available (staffed and not assigned an ambulance request) it will be stationed within the boundaries of the City of Potterville. In the event that the City of Potterville no longer is a PARTY to this agreement the ambulance will not be stationed in the City of Potterville and the number of hours this third ambulance is staffed may be adjusted by EMS, based on the service's operational needs and resources.
  - 1.1-3 A fourth licensed ambulance, either ALS or Basic Life Support (BLS) may be staffed at EMS discretion Monday through Friday, as needed to perform scheduled transfers.
- 1.2 <u>Maintain and equip back up ambulances</u>: Consistent with State and Federal regulations provide two (2) back-up BLS/ALS ambulances that will be available to replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

- 1.3 Response to Needs. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.
- 1.4 Long Term Equipment Budget. Submit a three year equipment acquisition budget/proposal to the PARTICIPATING MUNICIPALITIES for their approval prior to the acceptance or extension of this Agreement. To implement the equipment budget in accordance with the schedule outlined in the budget/proposal.
- 1.5 <u>Operational Report.</u> By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request), present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.
- 1.6 <u>Service Fees</u>. Each year, establish service fees set at a rate to generate sufficient net revenue to meet or exceed expenses but are still competitive with other ambulance agency fees operating at a similar level of service, within the mid-Michigan region.
- 1.7 <u>Mutual Aid Agreements</u>. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.
- 1.8 <u>Dispatch</u>. Arrange with Eaton County Central Dispatch for the receipt and dispatch of ambulance calls in an effective and efficient manner. The closest available EAEMS ambulance will be dispatched to emergency/911 calls. Vehicles will be moved to central locations in order to provide prompt response time coverage to the greatest number of residents within the service area.
- 1.9 EMS Payment from Users. Except for the costs of equipment contributed in accordance with the provisions below and any separate written provisions a PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges to users and their insurers to cover the expenses of the operation of EMS' ambulance service. In this regard, the MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service.
- 1.10 <u>Use of Equipment Payments</u>. Use equipment payments received by EMS from the PARTICIPATING MUNICIPALITIES only for the acquisition, improvement and maintenance of equipment used by EMS to provide ambulance service within the boundaries of the PARTICIPATING MUNICIPALITIES or for authorized mutual aid.
- 1.11 Statistical Reports. When requested provide PARTICIPATING MUNICIPALITIES monthly statistical reports, available from Eaton County Central Dispatch, related to: total number of runs, number of runs within each municipality, enroute and response time, number of mutual aid responses into EAEMS service area, and other reports which become available from ECCD or EAEMS that provide information related to the efficiency of ambulance coverage plans.
- 1.12 Informational meetings. When requested provide quarterly informational meeting for PARTICIPATING MUNICIPALITIES in February, May, August, and November. These meetings are intended to provide a venue for PARTICIPATING MUNICIPALITIES to receive information related to the operation of EAEMS, inquire into current operational practices and to provide a forum for questions and feedback to EAEMS.

### II. PARTICIPATING MUNICIPALITIES DUTIES.

For in consideration of the duties to be performed by EMS the PARTICIPATING MUNICIPALITIES shall jointly and individually do the following:

- 2.1 <u>Designation of EMS.</u> Designate in writing to Eaton County Central Dispatch that EMS is the designated EMS provider of the PARTICIPATING MUNICIPALITY for all emergency medical service requests received from their jurisdictions.
- 2.2 <u>Annual Payment Obligation.</u> Make individual annual payment to EMS to fund the purchases of equipment to effectively operate EMS. The annual payment for each municipality will be allocated according to EMS's fiscal years (EMS fiscal years begin April 1 and end March 31 of the following year) 2016, 2017, 2018 and shall be:

	FY 2016	FY 2017	FY 2018
Aurelius Township	\$ 1,514	<i>\$ 1,514</i>	\$ 1,514
Bellevue Township	\$ 2,411	<i>\$</i> 2,411	\$ 2,411
Brookfield Township	\$ 2,303	<i>\$</i> 2,303	\$ 2,303
Carmel Township	\$ 4,522	\$ 4,522	\$ 4,522
Charlotte, City of	<i>\$ 29,357</i>	<i>\$ 29,357</i>	\$ 29,357
Chester Township	<i>\$ 2,945</i>	<i>\$</i> 2,945	<i>\$</i> 2,945
Eaton Rapids, City of	<i>\$ 11,519</i>	\$ 11,519	\$ 11,519
Eaton Rapids Township	\$ 5,008	\$ 5,008	\$ 5,008
Eaton Township	\$ 7,711	\$ 7,711	\$ 7,711
Hamlin Township	<i>\$ 3,713</i>	<i>\$ 3,713</i>	<i>\$ 3,713</i>
Kalamo Township	<u>\$ 1,473</u>	<i>\$</i> 1,473	<i>\$</i> 1,473
Olivet, City of	\$ 3,192	<i>\$ 3,192</i>	<i>\$ 3,192</i>
Potterville, City of	\$ 22,000	\$ 22,000	\$ 22,000
Roxand Township	<u>\$ 3,473</u>	<i>\$ 3,473</i>	<i>\$</i> 3,473
Sunfield Township	<i>\$ 3,993</i>	<i>\$ 3,993</i>	\$ 3,993
Vermontville Township	<i>\$ 2,178</i>	<i>\$</i> 2,178	<i>\$ 2,178</i>
Walton Township	<i>\$ 3,798</i>	<i>\$ 3,798</i>	<i>\$ 3,798</i>

The City of Potterville agrees to submit payment to EMS, for enhanced ambulance service as described in 1.1.2 above, of \$ 18,370 per year, in addition to their annual participation fee of \$ 3,630. City of Potterville's total annual payment will be \$ 22,000 for fiscal years 2016, 2017 and 2018. The City of Potterville agrees to provide, at no cost to EMS, a facility to house EMS's personnel and ambulance when stationed within the City of Potterville.

For purposes of the foregoing, payment is due within 60 days of invoice by EMS. Invoices will be issued the first week of July. Interest shall accrue and be paid to EMS at a rate of 5% simple interest on the amount of any payment that is delinquent from the time it was initially due until it is actually paid.

- 2.3 <u>Selection of Representatives.</u> Arrange for one or more representatives of the MUNICIPALITY to meet annually with representatives of EMS and the other MUNICIPALITIES to receive an EMS operational report.
- 2.4 <u>Notification of Complaints.</u> Promptly forward to the EMS, complaints received from the general public from the PARTICIPATING MUNICIPALITY regarding the EMS for investigation and reply.
- 2.5 <u>Continued Participation</u>. Remain a PARTICIPATING MUNICIPALITY which is a PARTY to this Agreement and not withdraw from this Agreement, except as provided by law, or at the end of the Agreement term or in the manner provided below.

# III. ADDITIONAL COMMUNITIES SEEKING TO BECOME A PARTICIPATING MUNICIPALITY UNDER THIS AGREEMENT

Other municipal corporations, not now PARTICIPATING MUNICIPALITIES, shall be entitled to arrange for ambulance service on behalf of their residents from EMS by signing this Agreement and taking on the responsibilities of a PARTICIPATING MUNICIPALITY under this Agreement, including making payment towards the equipment acquisition. The payment obligation of a new PARTICIPATING MUNICIPALITY shall be equal to the payment made by the current PARTICIPATING MUNICIPALITY with the closest population base served by EMS under this Agreement. If a new PARTICIPATING MUNICIPALITY requests that only a portion of their township is to be included in this agreement, that Township's payment will be pro-rated based on the number of sections included in this agreement.

## IV. PROCEDURES IN THE EVENT OF APPARENT BREACH

- PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.
- 4.2 Breach by EMS. In the event that one or more PARTICIPATING MUNICIPALITIES reasonably believes that EMS is in breach of this Agreement, the affected PARTICIPATING MUNICIPALITIES shall notify each EMS in writing, describing the apparent breach and, if correctable, how it can be corrected or, if it is not correctable, what alternative remedy would be acceptable to PARTICIPATING MUNICIPALITIES. EMS shall have thirty (30) days in which to correct such breach or offer an alternative remedy. Should such PARTICIPATING MUNICIPALITIES determine that the apparent breach is not adequately resolved by EMS' corrective action or remedy, such PARTICIPATING MUNICIPALITIES shall request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement. Notwithstanding the foregoing, a PARTICIPATING MUNICIPALITY which has not paid its allocation of equipment expenses shall have no right to invoke the foregoing procedures or terminate its obligations under this Agreement pursuant to any other provision.

Review Panel Procedures. For purposes of Sections 4.1 and 4.2 about the minimum of the minimum o

## LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY

- 5.1 <u>Legal Relationship of the Parties</u>. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.
- 5.2 <u>Liability Insurance of EMS</u>. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:
  - 5.2-1 No fault and automobile liability insurance having a combined single limit of \$1,000,000 per person and accident;
  - 5.2-2 Professional liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate;
  - 5.2-3 General liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate.
  - 5.2-4 Worker's Compensation Insurance as required by State statute.
- 5.3 <u>Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES.</u> Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.
- 5.4 <u>EMS' Indemnity Obligation</u>. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:
  - 5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnitee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or other adverse consequences until such time

as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnitee assist in, the handling of such claim. The Indemnitee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

## VI. TERM AND TERMINATION OF THIS AGREEMENT.

- 6.1 <u>Term.</u> This Agreement shall be deemed to have commenced on April 1, 2015 and shall continue until March 31, 2018, unless earlier terminated as provided below:
  - 6.1-1 By mutual agreement of all the PARTIES;
  - 6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.
- 6.2 Termination of a PARTY for Cause. In addition any PARTY, may be terminated at the request of any other PARTY for cause. For this purpose, "cause" is defined as the PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.
- 6.3 <u>Obligations after Termination.</u> Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

### VII. NOTICES

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately proceeding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Matthew Rush, President/CEO

Supervisor

Hayes Green Beach Memorial Hospital

Carmel Township

321 East Harris Street

PO Box 207245 N. Wheaton

Charlotte, MI 48813

Charlotte, MI 48813

Supervisor

City of Charlotte, Manager

Bellevue Township

111 East Lawrence

115 N. Main Street

Charlotte, MI 48813

Bellevue, MI 49021

Supervisor

Supervisor

Eaton Township

Roxand Township

3981 E. Clinton Trail

PO Box 127

Charlotte, MI 48813

Mulliken, MI 48861

Supervisor

Supervisor

Chester Township

**Brookfield Township** 

3425 W. Gresham Hwy.

7493 Sherman Road

Charlotte, MI 48813

Charlotte, MI 48813

Supervisor

Mayor

Walton Township

City of Olivet

6933 S. Stine Rd

PO Box 367

Olivet, MI 49076

Olivet, MI 49076

Supervisor

Supervisor

Sunfield Township

Kalamo Township

PO BOX 68

8940 Spore Hwy

Sunfield, MI 48890

Vermontville, MI 49096

Supevisor

Supervisor

Supervisor Aurelius Township

Eaton Rapids Township

Eaton Rapids, MI 48827

Vermontville Township

Vermontville, MI 49096

1939 Aurelius Rd.

2512 S. Canal Rd

P.O. Box 215

Mason, MI 48854

City of Eaton Rapids, Manager

200 S. Main Street

6463 S. Clinton Trail

City of Potterville, Manager 319 N. Nelson St. PO Box 488

Eaton Rapids, MI 48827

Eaton Rapids, MI 48827

Supervisor, Hamlin Township

Potterville, MI 48876

## VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE

- 8.1 Interpretation and Severability. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.
- 8.2 Compliance With Other Contracts and Laws. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities, third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the PARTIES shall enter into further agreements which may modify the terms of this Agreement. The PARTIES shall negotiate in good faith such further agreements as may be necessary or desirable to modify the terms of this Agreement. In addition, no PARTIES shall use the provisions of this section to its unfair advantage in relation to the other.

### IX. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

### X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

#### XI. ASSIGNMENTS AND BENEFICIARY

- 11.1 No Assignments. PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.
- 11.2 <u>No Third Party Beneficiaries.</u> No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

 $\label{lem:local_problem} IN\,WITNESS\,WHEREOF, the\,\,parties\,\,have\,\,executed\,\,this\,\,agreement.$ 

EMS			
Hayes Green Beach Memorial Hospital		CITY OF CHARLOTTE	
Ву		Ву	
Print name: Matthew W. Rush,	Date	Print name:	Date
EATON TOWNSHIP		CARMEL TOWNSHIP	
Ву	-	Ву	
Print name:	Date	Print name:	Date
ROXAND TOWNSHIP		BELLEVUE TOWNSHIP	
Ву		Ву	
Print name:	Date	Print name:	Date
CHESTER TOWNSHIP		BROOKFIELD TOWNSHIP	
Ву		Ву	
Print name:	Date	Print name:	Date
WALTON TOWNSHIP		CITY OF OLIVET	
Ву		Ву	
Print name:	Date	Print name:	Date
SUNFIELD TOWNSHIP		KALAMO TOWNSHIP	
Ву		Ву	
Print name:	Date	Print name:	Date
AURELIUS TOWNSHIP		EATON RAPIDS TOWNSHIP	
Ву		Ву	
Print name:	Date	Print name	Date
CITY OF EATON RAPIDS		HAMLIN TOWNSHIP	
Ву		Ву	_
Print name:	Date	Print name:	Date
CITY OF POTTERVILLE			
Ву			
Print name:	Date:		