

AMBULANCE SERVICE AGREEMENT

Amendment 1

THIS AGREEMENT is made this 1st day January, 2024, between the **CITY OF ALPENA**, a Michigan municipal corporation, with offices at 208 N. First Avenue, Alpena, Michigan, 49707 (the "City"), and the **COUNTY OF ALPENA**, a Michigan municipal corporation, with offices at 720 West Chisholm Street, Alpena, Michigan, 49707 (the "County").

RECITALS

- A. City is a licensed advanced life support (ALS) ambulance provider and is qualified and capable of providing ALS ambulance services to residents and visitors of Alpena County and mutual aid to other counties.
- B. Both City and County desire to provide ambulance services to residents and visitors within the County.
- C. City is willing to provide such ambulance services in accordance with the terms and conditions contained in this Agreement.
- D. An Ambulance Service Agreement was entered into between the City and the County on 24 November 2020, with a term of January 01, 2021 through December 31, 2024.
- E. The City and the County recognize that there have been meaningful changes in the underlying conditions of the Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants contained in the prior Agreement and contained herein, the parties agree to the following amendments which replace in whole the references sections:

- 2. Scope of Services. The City shall provide ambulance services for County residents and visitors in accordance with this Agreement and the local medical control authority's protocols. The City shall maintain the following minimum levels of vehicle staffing with on-duty personnel available to respond when dispatched unless said personnel and/or ambulances are involved with other emergency activities:
 - a) Three (3) Advanced Life Support transporting ambulances staffed with on-

duty personnel for immediate response.

- b) One (1) additional unit, licensed as either ALS or BLS transport, to be available when additional personnel arrive at the station or to replace one of the vehicles required above in subsection (a). If licensed as a BLS transport ambulance, it will have the ability to be upgraded to ALS if appropriate staffing is on that unit responding to an emergency request and as allowable by State licensing guidelines.

- 4. Personnel. The City shall at all times staff the licensed ambulances needed to service this Agreement with personnel who are State of Michigan licensed EMT's and/or Paramedics. Each vehicle shall be staffed with the minimum personnel required by law. Each person shall be lawfully qualified and capable of operating an ambulance as well as meeting any requirements, standards or guidelines established by law, regulation, standard or medical protocols regulating the provision of ambulance services.

It is expressly understood and agreed between the parties that personnel utilized to staff ambulances shall be employees of the City or its lawful designee and not the County.

Said personnel shall be subject to any and all rules, regulations, and restrictions which govern City employees unless otherwise lawfully exempted. The City shall be responsible to withhold and account for all wage and salary deductions from such personnel to the extent required by law. No liability or benefits, such as workers' disability compensation, pension rights, benefits, salaries, wages and hour issues or other personnel contractual liabilities, arising out of a contract for hire or employment relationship between the City and any third party shall arise or accrue to or against the County as a result of the performance of this Agreement.

- 5. Compensation. In consideration for providing emergency ambulance services by City to the residents of the County of Alpena under this Agreement, the County shall provide an annual subsidy to the City from the County's Ambulance Fund as follows:

County's fiscal year 2024

\$1,112,542 or one (1) mil,
whichever is lower.

6. Ambulances and Medical Equipment:

- g) If a fee is charged by the hospital pharmacy for restocking of drug boxes and/or drug kits used in providing emergency care for County residents, such fees shall be paid or reimbursed by the County from ambulance funds up to a cap of \$12,500*/year. (*This cap will increase at 2% per annum over the life of the agreement)
- h) The cost of disposable supplies, including those exchanged/replaced with other first responder departments within the County, shall be reimbursed by the County up to a cap of \$22,500*/year. (*This cap will increase at 2% per annum over the life of the agreement)
- i) The cost of the annual maintenance of the Lifepak cardiac monitors and the Stryker Power Load cot/lift system in each ambulance shall be reimbursed by the County up to a cap of \$31,000/year.

The Parties additionally agree on the ordering of an ambulance in 2024 – for anticipated delivery in 2025 – with the additional cost to upfit with a Stryker Power Load Lift system and Power-Pro cost for patient transport. The parties understand that this may incur up to 50% of the costs for the ambulance at the time of ordering.

7. Ambulance Fees. If current insurance or third-party private payer (except assignment) reimbursement programs are changed so as to affect those agencies payment program for services which affects the Ambulance Fee Schedule, then both parties agree to amend the Ambulance Fee Schedule for ambulance services to reflect those changes, so that the then prevailing ambulance fees shall be maintained. The City shall notify the County of any changes in ambulance fees. If the increase in fees is greater than five (5) percent, the County shall respond within 30 days. If no response is received, those changes in fees shall be adopted. The City shall be solely responsible for billing and collecting ambulance fees. As permitted by section 1128(b)(7) of the Social Security Act, the City shall provide a \$200 residency discount against co-pays and/or deductibles for emergency services provided to any resident of Alpena County, with a limit of one (1) discount applied per household per year.
12. The City will provide medical first responder or emergency medical technician initial training. If such training is conducted, participant communities shall be eligible for reimbursement pursuant to existing policies. Classes will be offered at least annually, but a minimum of ten (10) students is required to run the class.

Additional classes may be offered if necessary and enough students warrant.

IN WITNESS, County and City have caused this Agreement to be signed the day and year first above written.

WITNESSES:

County of Alpena

_____/_____
Mary Catherine Hannah Date
County Administrator

_____/_____
Bill Peterson Date
Chairman of the Board

WITNESSES:

City of Alpena

_____/_____
Rachel Smolinski Date
City Manager

_____/_____
Matthew J. Waligora Date
Mayor