

ALPENA COUNTY BOARD OF COMMISSIONERS  
BOARD ACTION #01

TO: County Clerk, County Treasurer, City of Alpena  
FROM: Alpena County Board of Commissioners  
SUBJECT: Ambulance Contract with the City of Alpena

BOARD ACTION:

**ACTION ITEM #AM-1: The Committee recommends we approve the Ambulance Contract with the City of Alpena as presented.**

Moved by Commissioner McRoberts and supported by Commissioner Osbourne to approve the Consent Calendar which includes actions as listed above and filing of all reports. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Fournier, Osbourne, Thomson, Kozlowski and Adrian. EXCUSED: Commissioner Peterson. NAYS: None. Motion carried.

This action was XX APPROVED    DISAPPROVED

BY: Ayes:                      Nays:                      Excused:                      Absent:                      Abstaining:

Alpena County Board Chairman's Signature: Robert Adrian

Alpena County Board Vice-Chairman's Signature: \_\_\_\_\_

Date of the Board Meeting: November 24, 2020

## **AMBULANCE SERVICE AGREEMENT**

**THIS AGREEMENT** is made this 24th day November, 2020, 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.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Definitions.** For purposes of this Agreement, the identified words and phrases shall be interpreted as follows:
  - (a) "Ambulance Service" shall be defined to mean the emergency or non-emergency provision of ambulances(s) to locations in Alpena County and areas of neighboring counties as required by the local medical control authority protocols in the City's ambulance provider license, for transportation to a medical facility in Alpena County or to a person's residence, and any intercepts or mutual aid request for emergency ambulance service from neighboring counties. The City may provide interfacility ambulance transport from Alpena to other hospitals as needed to care for our citizens and visitors.
  - (b) "Ambulance Equipment" shall be defined to mean any medical equipment on the ambulances used by the provider for providing quality patient care and/or required by state law or the local medical control authority. Furthermore, said equipment is non-disposable and reusable items that generally have a useful life in excess of one year.



- (c) "Emergency Activities" shall be defined to mean activities whereby the Alpena Fire Department has to perform fire response, suppression, rescue, and mitigation or emergency medical services.
- (d) "Local Medical Control Authority" shall be defined to mean the Northeast Michigan Medical Control Authority, 1501 W. Chisholm Street, Alpena, Michigan 49707. The local medical control authority is that agency required by State law to develop and adopt medical protocols, provide quality assurance review, and provide medical direction for pre-hospital EMS and ambulance transportation.

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 ambulances staffed with on-duty personnel for immediate response.
- b) One (1) additional spare licensed ambulance available when additional personnel arrive at the station or to replace one of the vehicles required above in subsection (a) or (b).

3. Ambulances. The City shall at all times maintain not fewer than three (3) ambulances ready for dispatch.

The ambulances shall be equipped, maintained and comply with all applicable laws, rules, regulations, protocols, standards, guidelines, operational procedures, and licensing requirements, as may be established or amended from time to time by any governmental entity with lawful jurisdiction. If, due to maintenance scheduling, the number of ambulance(s) available for service falls below the minimum levels required herein, then Central Dispatch shall be notified of the number of unit(s) out of service and provided with an estimate of the time required to return the vehicle(s) to full service.

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, EMT-Specialists 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:

- a) With the approval of the City's Annual Budget by June 15<sup>th</sup> of each year, the projected subsidy amount shall be determined not to exceed by the following amounts:

County's fiscal year 2021 whichever is lower.	\$940,000.00 or one (1) mil,
County's fiscal year 2022 whichever is lower.	\$940,000.00 or one (1) mil,
County's fiscal year 2023 whichever is lower.	\$940,000.00 or one (1) mil,
County's fiscal year 2024 whichever is lower.	\$940,000.00 or one (1) mil,

- b) This annual amount shall be disbursed in twelve (12) equal monthly installments by the County with the first payment due on January 10<sup>th</sup> of each year and with subsequent payments due on the 10<sup>th</sup> day of each succeeding month for that fiscal year.

6. Ambulances and Medical Equipment. The County will provide \$200,000 every other year for the capital purchase of an ambulance. The County will guarantee approval for purchase of two ambulances during this contract term. The City will pay the vendor direct for the purchase of an ambulance and invoice the County. The City anticipates purchasing an ambulance in 2022 and 2024.

- a) If, during the term of this Agreement, additional ambulances and their equipment are needed to increase the current fleet of four (4)



ambulances, the County will consider the commitment of funds.

- b) All ambulances and medical equipment purchased by the County Ambulance Fund, titled to or used by the City, when no longer needed for providing ambulance service shall be returned to the County or disposed of in such manner as the County may direct.
- c) If this Agreement is not renewed or is cancelled by either party, then all the ambulances and medical equipment shall be returned to the County. If the City elects to continue providing emergency medical services, the City can retain one ambulance and its medical equipment for that use. The City will continue to receive EMS equipment and EMS training provided to all first responder programs in the County and purchased from the County's Ambulance Fund if the City provides emergency medical services.
- d) If the City has provided any additional capital funding for the purchase of the ambulances and/or medical equipment that were purchased with County Ambulance Funds and those items are returned as a result of this Agreement not being renewed or cancelled, the City shall receive payment in the amount determined by depreciation schedule maintained by the City in f).
- e) If, during the term of this Agreement, the City seeks additional funds for ambulance operating equipment, it may make such a request in accordance with the following procedure:
  - (i) The City shall first have expended all disbursements received from the County.
  - (ii) If, based upon its review of the information, the County's Ambulance Committee determines that purchase of the additional equipment is warranted, it shall request approval of the County Board to purchase the equipment subject to available funds, the County will pay 100 percent of those capital items.

If the City determines that the amount of funds provided for herein will not be adequate to purchase a new ambulance compatible with the City's existing fleet of ambulances and level of service, the City shall have the right to seek additional funding from the County and the County shall have the right to seek additional funding subject to the County's adopted budget, and subject to the County's right to obtain quotes on the open market for ambulances compatible with the City's existing fleet of ambulances and levels of service to determine the best available price for the ambulance.



- f) 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 \$10,000/year.
  - g) The cost of disposable supplies, including those exchanged with first responder departments, shall be reimbursed by the County up to a cap of \$15,000 per year.
7. Ambulance Fees. If current Medicare, Medicaid, Blue Cross/Blue Shield or third party private payer (accept 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 of ambulance fees. If the increase in fees is greater than five (5) percent, the County shall respond within 30 days. If no response, 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.
8. Liability. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County shall be the responsibility of the County, and not the responsibility of the City, if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the County, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the County, its officers, employees, or agents by statute or court decisions.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, of the City in the performance of its responsibilities under this Agreement shall be the responsibility of the City and not the responsibility of the County if the liability, loss or damage is caused by or arises out of, the actions or failure to act on the part of the City, its officers, employees or agents provided that nothing herein shall be construed as a waiver of any immunity the City, its officers, employees or agents may have by statute or court decisions.

In the event of liability to third parties, loss or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by the County and the City in relation to each party's responsibilities under these



joint activities, provided that nothing herein shall be construed as a waiver of any immunity by the County, the City or their officers, employees or agents, respectively, may have as provided by statute or court decisions.

9. City's Insurance. The City shall name the County as additional insured and provide proof to the County, prior to the effective date of this Agreement, and shall maintain throughout the term of this Agreement, insurance as follows:
  - a) Worker's Disability Compensation Insurance. Including Employer's Liability Coverage with a minimum of \$500,000 on coverage, and further as required by Michigan law.
  - b) General Liability Insurance. Coverage limits of not less than One Million Dollars (\$1,000,000) on a per occurrence basis and/or an aggregate combined single-limit for personal injury, bodily injury and property damage.
  - c) Professional Liability. With limits of not less than One Million Dollars (\$1,000,000) coverage per occurrence.
  - d) Motor Vehicle Liability. Including Michigan no-fault coverages, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles and hired vehicles.
  - e) Proof of Insurance Coverage. The City shall provide proof of the insurance required pursuant to this section to the County Clerk at 720 Chisholm Street, Alpena, Michigan 49707, prior to the effective date of this Agreement. If any of the coverages provided for in this section expire during the term of this Agreement, the City shall deliver renewal certificates of insurance to the County ten (10) days prior to the expiration date.
10. County's Insurance. The County shall name the City as an additional insured and provide proof to the City, prior to the effective date hereof and shall maintain throughout the term of this Agreement, insurance as follows:
  - a) General Liability Insurance. Coverage limits of not less than One Million Dollars (\$1,000,000) on a per occurrence basis and/or an aggregate combined single-limit for personal injury, bodily injury and property damage.
  - b) Proof of Insurance Coverage. The County shall provide proof of the insurance required pursuant to this section to the City Clerk at 208 N. First



Avenue, Alpena, Michigan 49707, prior to the effective date of this Agreement. If any of the coverages provided for in this section expire during the term of this Agreement, the City shall deliver renewal certificates of insurance to the County ten (10) days prior to the expiration date.

11. The City shall provide EMS continuing education classes for Alpena County medical first responders. A minimum of six (6) state-approved credits shall be awarded each year. This service shall be provided at no additional cost to the County or to the participants.
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 run at least bi-annually regardless of enrollment. Classes will be run annually if there is a need.
13. During the term of this agreement, all ambulances and personnel funded in part of in whole by the County shall bear markings that include the words "Alpena County", and the City shall be authorized to identify the ambulance operation as "Alpena County EMS".
14. Care and Custody of the County. Inmates in the care of the Alpena County Sheriff will be transported for a flat fee of two hundred and fifty dollars (\$250.00), per run, for the life of this Agreement.
15. No Assignment. Neither party may assign or encumber directly or indirectly any interest in this Agreement without the prior written approval of the respective other party. Furthermore, neither party may subcontract or delegate any of the services required to be provided pursuant to Sections 2, 3 and 4 of this Agreement, or its obligations hereunder, without first obtaining the prior written approval of the respective other party.
16. Independent Contractor. For all purposes relative to this Agreement, the parties acknowledge that the City's relationship with the County is and shall be construed to be that of an independent contractor.
17. Non-Waiver of Breach. Failure by either party to insist upon strict compliance or performance of any covenant, term or condition of this Agreement or failure to exercise any right, term or remedy in relation to a break thereof, shall not constitute a waiver of any such covenant, term or condition of this Agreement and the same shall continue in full force and effect with respect to any such provision or remedy.
18. Governing Law, Compliance with Laws, Protocols, Rules and Regulations. This



Agreement shall be governed by and construed in accordance with the laws of State of Michigan, applicable local medical control authority protocols, and other applicable laws and regulations as lawfully adopted from time to time.

The parties to this Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges or employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

19. Financial Reporting. This contract pays for the costs specified in Attachment A and no cash true up will take place.
20. Effect on Invalidity. If any provision of this Agreement shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
21. Term. The term of this Agreement shall be from January 1, 2021 to December 31, 2024. Notwithstanding the preceding sentences, this Agreement may be terminated upon mutual written agreement of both parties hereto. Each party's obligations pursuant to Section eight (8) shall survive any termination of this Agreement. Given that this agreement expires in 2024, it is the intent of both parties to renegotiate the agreement in good faith, and continue providing ambulance services with the City of Alpena beyond this date.
22. Accounts Receivable. If this Agreement is not renewed or is terminated by either party, the Accounts Receivable of the ambulance service will be shared as follows: Affected employees who would be laid off and collect Unemployment Benefits, that actual cost would be deducted from receipts of the Account Receivable. Then the remaining balance collected given equally to both parties.
23. Compliance with Health Insurance Portability and Accountability Act. The City, its Ambulance Department, personnel and anyone it may contract with for services who may have access to records protected by the Health Insurance Portability and Accountability Act (HIPAA) shall comply with all applicable requirements of HIPAA and rules and regulations which are promulgated pursuant thereto. Breach of this section shall be a material breach of this Agreement.
24. Not a Third Party Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
25. Amendment of Agreement. Modifications, amendments or waivers of any



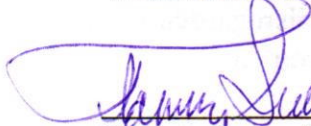
provision of this Agreement may be made only by the written mutual consent of the parties hereto.


26. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
27. Complete Agreement. This Agreement and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.
28. Termination by Either Party. Either party may terminate this Agreement in the event that the respective other party, or any officer, employee or agent of that party, breaches any term, covenant or condition of this Agreement, or otherwise violates any law, rule, regulation, protocol, statute, standard, guideline, operational procedure or licensing requirement, as such may be amended from time to time, of any governmental entity with jurisdiction over the services to be provided in accordance with this Agreement. Written notice of the terminating party's election to terminate the Agreement shall be provided to the respective other party. The respective other party shall thereafter have thirty (30) days from the date of the terminating party's notice to cure and remedy any breach of this Agreement. If the respective other party fails to cure and remedy the breach within the thirty (30) days provided for, the Agreement shall be terminated and of no force or effect.
29. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties, and that this Agreement has been authorized by said parties.
30. This agreement is contingent upon the renewal of the Alpena County ambulance millage. In the event that the millage does not remain in force, this agreement will be considered terminated and not binding upon either party. The City shall continue to provide services and the County shall continue to pay for such services until available funding is exhausted.



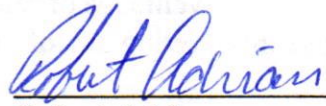
IN WITNESS, County and City have caused this Agreement to be signed the day and year first above written.

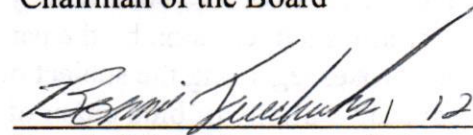
WITNESSES:

  
Tammy Sumerix-Bates Date 1-1-21  
Executive Manager

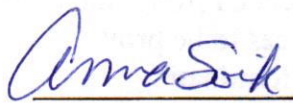
  
Carla Kowalski Date 12-29-2020  
Chief Deputy Clerk

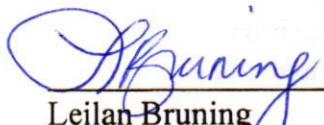
County of Alpena

  
Robert Adrian Date 1-1-21  
Chairman of the Board

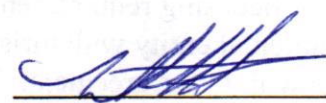
  
Bonnie Friedrichs Date 12-29-2020  
County Clerk

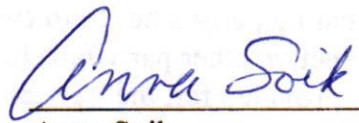
WITNESSES:

  
~~Rachel Smolinski~~ Anna Soik Date 12/22/20  
City Manager Clerk

  
Leilan Bruning Date 12/22/20  
Deputy City Clerk

City of Alpena

  
Matthew J. Waligora Date 12/22/20  
Mayor

  
Anna Soik Date 12/22/20  
City Clerk