

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN HURON VALLEY AMBULANCE INC
AND THE CITY OF ANN ARBOR FOR
ADVANCED LIFE SUPPORT**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and HURON VALLEY AMBULANCE INC, a Michigan nonprofit corporation, 1200 State Circle, Ann Arbor, Michigan 48108 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area means **Fire Services**.

Contract Administrator means Mike Kennedy, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means Advanced Life Support as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on January 01, 2027 and this Agreement shall remain in effect through December 31, 2028 unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.
- D. Contractor may rely upon the accuracy of reports and surveys provided by the City,

except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

Contractor will be compensated directly by patients receiving Services. Contractor will invoice patients based on the agreed upon Fee Schedule in Exhibit A. The City will not pay Contractor for Services, nor make Contractor whole for any unpaid patient invoices.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.
- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or

omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

D. Contractor is required to have the following minimum insurance coverage:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other

than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If notice is sent to Contractor:

HURON VALLEY AMBULANCE INC
ATTN: Ron Slagell
1200 State Circle
Ann Arbor, Michigan 48108

If notice is sent to the City:

City of Ann Arbor
ATTN: Mike Kennedy
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

HURON VALLEY AMBULANCE INC

CITY OF ANN ARBOR

By: _____

Name: Ron Slagell

Title: President and CEO

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

By: _____

Name: Mike Kennedy

Title: Fire Chief

Date: _____

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The scope of services to be provided by the Contractor shall include the following activities as needed to meet the City's goals.

As a contracted ALS ambulance provider for the City, the Contractor will be responsible for delivering timely, proficient, and compassionate service based on the following goals:

1. Optimal Patient Care – High-quality advanced prehospital medical care and interventions to ensure appropriate level of care and seamless transition from the prehospital environment to more definitive care settings, if needed.
2. Resource Utilization and Adaptability – Integration of resources into Ann Arbor Fire Department's (AAFD) EMS deployment model to ensure maximum effectiveness and system-wide efficiency.
3. System Adaptability – Capacity and flexibility for adapting to deployment changes necessary to meet system demand and maintain level of service.

A. COMPLIANCE

Contractor shall maintain ALS service provider designation with Michigan Department of Health and Human Services (MDHHS) and Washtenaw / Livingston Medical Control Authority (WLMCA) at all times for the duration of the Agreement and shall provide proof to the City that their ALS service provider designation is current on an annual basis. All licenses and certifications shall remain current and in effect for the duration of the Agreement, inclusive of any Agreement extensions. Licenses and certifications shall be available for inspection by the City upon request.

B. STAFFING OF AMBULANCES

ALS ambulances shall adhere to WLMCA requirements of at minimum one Paramedic and one EMT.

BLS ambulances shall adhere to WLMCA requirements of at minimum two EMTs.

All personnel providing services pursuant to this Agreement shall pass a criminal background check. The City will not be responsible for any expenses associated with the background checks. Background checks shall include, but are not limited to, the following:

- a. Criminal search (7 years),
- b. Sex offender registry check
- c. Secretary of State - driving history check
- d. MDHHS licensure

The Contractor shall not assign any personnel to provide services to the City whose EMT or Paramedic licenses have any disciplinary orders or conditions of probation imposed by the MDHHS and / or WLMCA.

Should complaints arise against Contractor employees which are directed at level of care, interaction with community members or patients, response personnel action or inaction, and / or interaction with AAFD personnel such complaints shall be addressed within ten (10) City business days and reported to the Fire Chief or designee with explanation of actions taken or course of action or investigation. Complaints will be directed via electronic correspondence to the Contractor's designated point of contact to handle complaints. The City maintains the right to prohibit an employee of the Contractor from operating in the City. The City will provide Contractor with the basis for any such prohibition of an employee from City operations.

C. AMBULANCE VEHICLES

The Contractor shall be responsible for all costs for all purchasing, routine preventative maintenance, and repairs of ambulances. Contractor shall adhere to its maintenance and maintenance records plan throughout the duration of the Agreement. Disruption in service due to the Contractor's non-compliance with the plan will be considered a material breach and grounds for immediate termination of the Agreement.

D. COMMUNICATIONS

All contracted units, including surge units, shall be equipped with a minimum of one 800 MHz Mobile Radio. This radio shall be P25 compliant and capable of transmitting on Michigan Public Safety Communications System (MPSCS) Land Mobile Radio (LMR) system. Radios shall be programmed with the talk groups zones used by the AAFD. Setup, programming, and all system fees of the radio(s) is the responsibility of the Contractor.

All contracted units, including surge units, shall be equipped with a mobile internet router that is active with a cellular provider. Mobile routers shall have a Global Positioning System (GPS) antenna and the ability to add a GPS server for Automatic Vehicle Locator (AVL) information.

E. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

All ambulance unit personnel providing services pursuant to this Agreement wear professional uniforms issued by the Contractor.

Contractor shall ensure that personnel providing services pursuant to this Agreement have the appropriate PPE that meet national safety standards for EMS personnel to include, but not limited to, reflective vest, eye protection, and ear/hearing protection.

Contractor or their employees shall bear all uniform and PPE related costs including cleaning, maintenance, repair, and replacement.

F. CONTINUING EDUCATION

Training and educational requirements change from time-to-time for Paramedics and EMTs as new protocols and medical treatments are approved by the WLMCA. Contractor is solely responsible for conducting regular training and education with all personnel providing services pursuant to this Agreement to meet such training and educational requirements.

Contractor shall ensure that relevant and frequent education and training courses are offered to assist personnel providing services pursuant to this Agreement maintain licensure as defined by MDHHS. Education and training shall be built upon observation and findings derived from the quality improvement plan.

The Contractor shall require all ambulance personnel in its employment to successfully complete an approved emergency ambulance driver training program to ensure ambulances are operated in a legal and safe manner. The driver training program shall be designed to verify driving proficiency upon hire and updated training shall be provided. The driver program shall meet or exceed industry standards. The Contractor shall ensure that its vehicles are at all times operated in a safe manner.

G. MONITORING AND OVERSIGHT

The Fire Chief or designee must be notified within one (1) City business day whenever a motor vehicle accident has occurred that involves any contracted units within the City of Ann Arbor where the contracted unit had to be towed due to damage.

At the conclusion of the first three months of performance and every three months following, a report will be sent to the Fire Chief outlining the following. This report shall be sent within thirty (30) days of the conclusion of the three-month report. Failure to send the report or omission of requested data shall be grounds for breach of contract.

- a. Total number of normal traffic (non-life threatening) responses along with median response time, average response time, and longest response time.
- b. Total number of priority traffic (life-threatening) responses along with median response time, average response time, and longest response time.
- c. Total number of normal traffic (non-life threatening) transports along with destination facility.
- d. Total number of priority traffic (life-threatening) transports along with destination facility.
- e. Total number of times the contractor was “level zero” or “zero status”, i.e., no units available or units “scrambling” (not immediately available) at a hospital.

- f. Total number of transfers and interfacility transports that either originated from the City or had a destination in the City.
- g. Total number of ALS responses and transports.
- h. Total number of BLS responses and transports.
- i. Total number of times “Ann Arbor” assigned units responded to calls for service outside of the City of Ann Arbor.
- j. Total number of times additional units had to respond into the City of Ann Arbor due to no available “Ann Arbor” assigned units.
- k. The Contractor shall provide raw data for all of the above.

During the first year of the Agreement, the City and Contractor will meet in person or virtually quarterly to review these performance metrics and discuss operations. For the second year of the Agreement, the parties will agree to a meeting cadence.

H. DEPLOYMENT MODEL

The Contractor agrees to the following deployment model.

The Contractor shall establish a numbering or identification system for the ALS ambulances assigned to the City. This identification shall be communicated to the City when a Contractor ambulance is responding.

Example: 81 Alpha 1-1 the “1-1” designates this as a City assigned unit

Peak Hour Deployment: Monday – Saturday daily from 0800-2200

- Four (4) ALS ambulance units.
- Contractor may adjust unit start and end times to extend beyond these hours, provided coverage is maintained during the stated hours.
- These units must be dedicated to 911 responses only and may not be used for interfacility transfers.

Non-Peak Hour Deployment: All hours outside Monday – Saturday from 0800-2200

- Three (3) ALS ambulance units.
- These units must be dedicated to 911 responses only and may not be used for interfacility transfers.

If the WLMCA modifies protocols to allow for BLS ambulance only response for triaged incidents, the City and Contractor agree to negotiate an updated deployment model.

The Contractor will maintain open dialogue with the City regarding the addition of units during known periods of increased demand, e.g., home football games, concerts, and similar events.

The Contractor agrees to a coordinated response / transport plan with AAFD BLS ambulance(s) when patients meet BLS criteria.

The Contractor will be required to report any instance when fewer than the minimum required units are deployed.

The following response times will serve as aspirational service targets. The City and Contractor will maintain ongoing dialogue regarding efforts to achieve these response time goals.

- 8:00-minute response time target for any response classified as a high-priority emergency (lights and sirens), achieved 90% of the time. Any emergency response with a response time of 8:01 minutes or greater will be considered non-compliant.
- 15:00-minute response time target for any response classified as an immediate response (non-lights and sirens), achieved 90% of the time. Any immediate response with a response time of 15:01 minutes or greater will be considered non-compliant.

If the Contractor's ALS ambulances are unavailable or delayed, the Contractor may dispatch its closest available basic life support (BLS) ambulance, or an AAFD BLS ambulance, whichever is closest to the incident. The Contractor shall not respond with a BLS ambulance when an AAFD ambulance is assigned to the incident, unless a life-threatening emergency occurs within the immediate proximity to the Contractor's BLS ambulance. Unless all of the Contractor's ALS ambulances are unavailable, the Contractor will not stage or assign BLS ambulances within the City for the purposes of 911 coverage. It is understood the Contractor may assign BLS ambulances within the City for contracted special events or facility transfers.

Once AAFD and Contractor units are dispatched to an incident, the Contractor ambulance will contact AAFD unit over the radio to provide their unit identifier and estimated time of arrival (ETA).

I. DISPATCH – REQUEST FOR SERVICE

The Contractor shall immediately and without delay notify AAFD upon the notification of a call for 9-1-1 request for service if the Contractor has no units available. This shall be articulated with simple language of "no units available." If the Contractor has an ALS unit assigned and en route with a response time of over 10-minutes, that shall be communicated with an estimated response time.

J. EXCHANGE OF EQUIPMENT

The Contractor is not expected to provide any equipment re-supply to the City. However, the Contractor shall only bill the patient contractor supplied equipment. At no time shall the Contractor bill a patient for City-provided equipment.

K. STANDBY AMBULANCES

The Contractor shall provide a standby ALS ambulance and crew upon request of the Fire Chief or Police Chief, at no additional charge to the City when there is reason to believe a life threatening public emergency presently exists or is imminent in the City, which includes standing-by a law enforcement, fire, rescue, and / or hazardous materials response incidents.

This also includes providing a standby ambulance during training or other planned events by either police or fire at no additional charge.

L. LIFT ASSISTS

The Contractor is not expected (or desired) to respond on lift assists without other medical complaints. AAFD will handle these incidents.

M. SCHEDULED TRANSFERS

The Contractor will be invoiced by the City anytime AAFD is called to assist with a scheduled transfer. This fee is annually adopted by the City. The FY26 fee is \$219.18.

N. TRAINING, DRILLS, AND EXERCISING

The Contractor agrees to participate in training, drills, and exercises that are part of City emergency management and involve ambulance operations which include but are not limited to mass casualty incidents or pandemic planning.

O. BILLING AND COLLECTION METHODS

The Contractor must describe the proposed methods for billing and for collecting accounts receivable, both current and future. The Contractor will provide all billing for insurance claims and will be entitled to receive and have full ownership in all collections applicable under the law with the exception of any amount of concessions that may be made after collections reach a certain amount.

P. PROTOCOL COMPLIANCE

The Contractor shall ensure that clinical performance, including patient transport, is consistent with and complies with all medical standards, protocols, and guidelines set forth by the MDHHS and WLMCA. The Contractor, including any individual providing services pursuant to this Agreement, shall immediately bring to the attention of the Fire Chief or designee any protocol that appears to conflict with other protocols to reconcile the inconsistency, contradiction, and/or ambiguity.

Q. TRANSFER OF AGREEMENT

Contractor may assign its rights, obligations and interest in this Agreement to Emergent Health Partners, its parent corporation in connection with an internal corporate reorganization, merger, consolidation, if such affiliated company or acquirer agrees to assume all such Party's responsibilities and obligations under the terms of this Agreement as if such assignee were the original party hereto.

R. PATIENT MEDICAL RECORDS

Contractor and City agree that patient medical records will be created by and belong to the agency creating that record. There may be instances, including billing for an ALS intercept, in which the other party's medical record will need to be shared with the other party following the appropriate patient privacy regulations and guidelines.

S. FEE SCHEDULE

The following is the Contractor's agreed fee schedule, which Contractor will invoice to patients. The City will not make the Contractor whole for unpaid invoices.

Charge	H CPC	2027	2028
Mileage, Ambulance, Per Mile	A0425	\$20.00	\$21.00
ALS1 – Ambulance, advanced life support (non-emergency)	A0426	\$1,085.00	\$1,139.00
ALS1 – Emergency ambulance, advanced life support, Level 1	A0427	\$1,171.00	\$1,230.00
ALS2 – Ambulance, advanced life support, Level 2	A0433	\$1,368.00	\$1,436.00
BLS – Ambulance, basic life support	A0428	\$940.00	\$987.00
BLS – Emergency ambulance, basic life emergency transport	A0429	\$1,018.00	\$1,069.00
Patient evaluation and refusal	A0998	\$201.00	\$211.00
Ambulance response / no transport (lift assist)	A0988	\$201.00	\$211.00
Patient evaluation/treat no transport	A0998	\$792.00	\$832.00
ALS intercept and / or ALS provider jumps into AAFD BLS ambulance for transport (flat rate per occurrence)	A0998	\$200.00	\$210.00
Oxygen	A0422	\$84.00	\$88.00
ALS stand-by		\$200.00	\$211.00
BLS stand-by		\$171.00	\$180.00