

AGREEMENT

THIS AGREEMENT dated 26th OF FEB., 2018 is between the **City of Hartford**, 19 W. Main St. Hartford, MI 49057 (the "Municipality"), and **COLOMA EMERGENCY AMBULANCE SERVICE, INC.**, dba **PRIDE CARE AMBULANCE**, a Michigan corporation, with its principal offices situated on 5088 Meredith Street, Portage, MI 49002 ("Contractor").

WHEREAS, the parties are desirous of entering into an agreement whereby Contractor will provide emergency medical services within the geographical area of the Municipality; and

WHEREAS, the services to be rendered by Contractor shall be performed by Contractor as an independent contractor; and

WHEREAS, the Contractor is a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, has not had its corporate authority suspended or revoked by the State of Michigan, and has been authorized by its Board of Directors to contract with the Municipality for the purposes set forth in the Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Municipality and Contractor as follows:

1. **SERVICES TO BE PROVIDED.** Contractor shall provide within the geographical area of the Municipality (City of Hartford), emergency medical services including, but not limited to, Advanced Life Support (ALS) and Basic Life Support (BLS) services, which services shall be provided on a twenty-four-hours-per-day, seven-days-per-week basis. The level of care described as "emergency medical services" shall be that as defined in Part 209 of the Michigan Public Health Code, as amended by PA 179 of 1990, and regulations promulgated thereunder.
2. **SPECIFICATIONS OF SERVICES TO BE PROVIDED.** All services provided by Contractor shall be equal to or exceed the standard of care of the industry of parties providing emergency medical service. Services shall include but not be limited to the following:
 - A. Twelve minute or less average priority 1 emergency response time with ALS (paramedic) service (this will be based on an annual basis);
 - B. Advanced Cardiac Life Support certification of all Paramedics
 - C. Pediatric Advanced Life Support or equivalent certification of all Paramedics
 - D. Pre-hospital Trauma Life Support or equivalent certification of all Paramedics
 - E. Meet or exceed Van Buren County Medical Control Authority clinical guidelines as may be required;
 - F. Include twelve 12 lead and cardiac pacing capabilities;
 - G. Educational services provided to the community upon request (Cardio-Pulmonary Resuscitation (CPR), Medical First Response AED training);
 - H. Wheelchair transportation services;
 - I. Critical Care Paramedic Services; and
 - J. Response to all structure fires, community and school events if reasonably possible.
 - K. Will equip Community with Lucas CPR Device.
 - L. Will honor a strong presence in the community to cover adequate response times.

3. **TERM OF AGREEMENT; RENEWAL.** This Agreement shall be for a period of 5 years commencing on the date of this Agreement and will automatically renew for 2 consecutive 5 year renewals. This Agreement may be renewed with changes by the mutual agreement of the parties. The parties will use their best efforts to have all negotiations completed regarding a renewal of the Agreement 90 days prior to the anniversary of this Agreement. Failure to negotiate a renewal shall result in the continuation of the Agreement for an additional 90 day period until a renewal or termination occurs.
4. **CONTRACTOR'S ROLE IN COMMUNITY.** Contractor shall maintain an active and visible role in its service community.
5. **COMPENSATION FOR SERVICES.** The Municipality agrees to pay to Contractor a sum equal to the share of the Municipality per capita distribution of the Van Buren County Ambulance levy. Payment to the Contractor shall be on a quarterly basis in the same amount as distributed to the Municipality by the County for that calendar quarter, pro-rated to the date of service at the beginning and end of this Agreement if necessary. It is understood that this Agreement is conditioned upon the County receiving millage approval for this levy to enable the Municipality to fund its obligations under this Agreement. If the Municipality doesn't receive its share of the millage levy for any calendar quarter, then the Municipality may terminate this Agreement upon thirty (30) days' written notice to the Contractor. Direct payments by the County Treasurer will satisfy this paragraph. The County Treasurer has agreed to this.
6. **CONTRACTOR'S RIGHT TO BILL COLLATERAL SOURCES.** During the period of this Agreement, Contractor shall have the specific right to bill collateral sources of payment other than the Municipality or persons to whom such service is rendered. Contractor shall have the right to retain payment received from such collateral sources as and for its own property, and the Municipality shall not be entitled to any right of set-off because of such collateral source payment. Neither the Municipality nor the party to whom such service is rendered shall be obligated to assist Contractor in seeking payment from any such collateral source. Contractor agrees to accept assignment from Medicare. Contractor shall charge the same fees for service in the Municipality as it does for similar services in other service areas.
7. **COMPENSATION FOR FIRST RESPONDERS.** The Contractor shall reimburse the First Responders for Priority one responses for labor and equipment costs where the ambulance makes a transport at the rate of \$15.00 per response.
8. **FINANCIAL STATEMENTS.** The Contractor will, upon request of the Municipality, provide a copy of its reviewed financial statements, including profit and loss statements when they become available with unaudited statements provided no later than March 1 of the preceding year.
9. **MONTHLY REPORTS OF CALLS FOR SERVICE.** The Contractor will, on a monthly basis, provide the Municipality with a list of all emergency calls, identified by the date, time of dispatch and arrival on scene, along with the actual response time for each response.

10. ATTENDANCE AT MEETINGS. Municipality representative(s) will use their best efforts to attend the semi-annual (usually held in March and September) monthly and additional Board of Directors' meetings of Contractor for the purpose of review of the Contractor's performance, including response time and clinical performance. Notice of each meeting date(s) and location(s) shall be provided to the Authority at the address on this Agreement not less than 30 days prior to the date of said meeting(s).
11. CONTRACTOR'S EMPLOYEES. Contractor shall be solely and exclusively responsible without interference of the Municipality for hiring and firing of Contractor's employees, all employee disputes, payment of all federal and state withholding taxes, all social security contributions, method of payment of Contractor's employees, Contractor's employee disputes, training and certification of Contractor's employees, control of the manner in which Contractor's employees perform Contractor's obligations under this Agreement, the furnishing of equipment to be used in the performance of this Agreement, and any other detail, manner and method by which Contractor performs its obligations under this contract.
12. LICENSURE AND CERTIFICATION. Contractor shall, at its own expense, be responsible for obtaining and complying with any Federal or State licensing, certification or other requirements including the applicable local Medical Control Authority and Medical Director necessary to permit Contractor to fulfill its obligations under the terms of this Agreement. If at any time Contractor shall cease to be licensed or certified, Contractor shall immediately notify the Municipality and the Municipality may immediately terminate this Agreement.
13. PERIODS OF SERVICE, PERSONNEL, AND EQUIPMENT, LOCATION OF EQUIPMENT. During the period of this Agreement, Contractor shall make available on a twenty-four-hours-per-day, seven-days-per-week basis, at least one (1) ALS ambulance and equipment together with a sufficient number of properly trained and licensed personnel. The personnel, vehicles, equipment, training and licensure shall be in compliance with all federal, state and local laws, administrative rules, regulations, protocols, and procedures.
14. PAYMENT OF OPERATING EXPENSES. Contractor shall be responsible for the timely payment of all operating expenses incurred by it in the performance of the Agreement.
15. DEFENSE AND INDEMNIFICATION, INSURANCE. Contractor shall defend, indemnify and hold the Municipality harmless from any claim, judgment, costs, attorneys' fees or causes of action arising from or incident to Contractor performing its obligations under the provisions of this Agreement or from any act of negligence of Contractor or its agents, employees, parties, licensees, or other person, firm or corporation. Contractor shall obtain insurance in an amount not less than Two Million Dollars (\$2,000,000) for injury or death per occurrence, with a Three Million Dollar (\$3,000,000) aggregate, Two Million Dollars (\$2,000,000) for damage to property per occurrence, with a Three Million Dollar (\$3,000,000) aggregate, and Contractor shall annually provide evidence satisfactory to the Municipality that such insurance is in effect. The Municipality, its public officials, officers, employees, representatives, and agents shall be named as additional insured under the insurance.

16. **TERMINATION.** If either party commits a material breach of this Agreement and fails to correct such breach within thirty (30) days after receiving from the other party written notice of the breach which specifically describes the breach, the other party, at its option, may terminate this Agreement immediately or at any designated time by delivering to the breaching party a written notice of termination and the effective date thereof. Notwithstanding the foregoing, if Contractor loses any license or certification required in paragraph 11, Municipality may terminate this Agreement immediately upon written notice to Contractor. Additionally, if Municipality does not receive its distribution of the Van Buren County Ambulance Levy in a calendar quarter as described in paragraph 5, it may terminate this Agreement by giving Contractor thirty (30) days written notice. In the event of termination, Contractor will be paid a pro-rated daily rate to the termination date, minus any off-sets to which the Municipality may be entitled. Contractor shall be entitled to no other compensation from Municipality. If the Contract is terminated for a material breach of this Agreement, Contractor shall be responsible for payment to the Municipality of the difference in costs incurred by the Municipality in providing replacement emergency service during the duration of the periods of the Agreement in force at the time of such termination.

17. **ARBITRATION.** In the event a dispute arises between the parties regarding this Agreement or the performance of either party under this Agreement, such dispute shall be resolved by arbitration. The arbitration shall be conducted by a single arbitrator. The parties shall select an arbitrator agreeable to each party. If parties cannot locate and agree upon a person to act as the sole arbitrator, then the sole arbitrator shall be selected from the list of facilitative mediators kept at the United States District Court for the Western District of Michigan. The parties shall develop some reasonable mechanism for selecting one person on that list. Each of the parties shall exercise good faith in the arbitrator selection process. The decision of the sole arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be divided equally amongst the parties, but each party retains the ability to seek such costs from the arbitrator, who shall award them based on the degree of fault allocable to the parties.

It is agreed between the parties that any arbitration under this Agreement shall be resolved within sixty (60) days of the date the other party is notified of such dispute or difference. During the period of arbitration each of the parties shall be responsible for continuing to perform its obligations under the terms of this Agreement and neither party shall have the right to terminate this Agreement until the arbitration has been concluded.

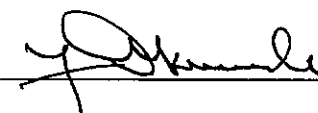
Any award from the arbitrator may be confirmed as an order of competent jurisdiction, including the Van Buren County Circuit Court.

18. **NOTICES.** All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Contractor at P.O. Box 2288 Kalamazoo MI 49002 and to the Hartford City Clerk at 19 W. Main St., Hartford MI 49057, or to any subsequent address which either party may hereafter designate to the other party in writing. Date of service of a notice served by mail shall be the

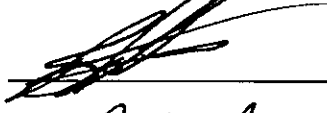
date on which such notice is deposited in a post office of the United States Post Office Department.

19. **CONTRACTOR'S AUTHORITY.** Contractor represents it has received authority from its Board of Directors to enter into this Agreement, that a copy of a certificate of incorporation has been delivered to the Municipality upon execution of this Agreement, and that there is no conflict of interest or other restrictions which would prohibit the performance of its obligations under the terms of this Agreement.
20. **ENTIRE AGREEMENT.** The parties hereto agree this Agreement contains the entire agreement between the parties and no other promises have been made to induce either of the parties to enter into this Agreement. This Agreement may only be amended by written amendment signed by the parties.
21. **ASSIGNMENT.** Contractor shall not assign this Agreement without the prior written approval of the Municipality.
22. **VENUE.** The parties agree that this Agreement was entered into in Van Buren County and the services will be provided in Van Buren County. If a dispute arises where court action is filed, the proper venue shall be the courts in the County of Van Buren.

CITY OF HARTFORD

By: 
Name: Yemi Akinwale
Title: Manager

COLOMA EMERGENCY AMBULANCE, INC.

By: 
Name: Bill Mears
Title: CEO