

PARAMEDIC AMBULANCE SERVICE AGREEMENT

THIS PARAMEDIC AMBULANCE SERVICE AGREEMENT (“Agreement”) is made as of _____, 2018 (the “Effective Date”) between **OCEANA COUNTY**, a Michigan municipal corporation, located at 100 State Street, Suite M-4, Hart, Michigan 49420 (“Oceana County”) and **LIFE EMS OF IONIA COUNTY, INC.**, a Michigan corporation, having its principal place of business at 1275 Cedar Street N.E., Grand Rapids, Michigan 49503 (“Life EMS”)(“Life EMS” and “Oceana County” each may be referred to as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, Life EMS is a corporation engaged in the business of providing ambulance and paramedic medical services licensed by the Michigan Department of Health and Human Services (“MDHHS”) and is authorized to provide service to Oceana County by Oceana County Medical Control Authority(“OCMCA”), a state-designated Medical Control Authority.

WHEREAS, the Parties agree that the availability of ambulance and paramedic emergency medical services is a continuing necessity for the residents of Oceana County.

WHEREAS, Oceana County may, pursuant to MCL 124.1 et seq. and MCL 124.501 et seq., enter into contracts with an ambulance company for the provision of ambulance services to its residents.

WHEREAS, Oceana County wishes to utilize Life EMS to provide these services to Oceana County residents and as such, Oceana County wishes to contract with Life EMS under the terms and conditions of this Agreement.

AGREEMENT

In consideration of these facts and the mutual covenants of the parties under this Agreement, the Parties agree as follows:

1. TERM. The initial term of this Agreement (the “Initial Term”) shall be for a period of three (3) years, commencing on the Effective Date. Following the Initial Term, this Agreement shall automatically renew for a successive five (5) year terms (“Renewal Terms”) (collectively, the Initial Term and any Renewal Terms shall be referred to as the “Term”). Either Party may terminate this Agreement during the Term consistent with the terms of Section 22 of this Agreement.

2. LIFE EMS SERVICES AND RESPONSIBILITIES. Life EMS shall be a designated provider of ambulance and paramedic emergency medical response services, which are licensed by the MDHHS as Advanced Life Support Services (the “Services”), and within the municipal boundaries of Oceana County (the “Service Area”). For the purposes of this Agreement, “Advanced Life Support Services” shall have the meaning outlined under Part 209 of the Michigan Public Health Code, Act 368 of the Public Acts of 1978, as amended, MCL 333.20901 et seq. (the “Act”) and the regulations promulgated under the Act. In the interest of protecting the public health and welfare of its residents and to provide for orderly and uniform emergency medical

services to its residents, Oceana County will require that any provider of ambulance and paramedic medical service, including Life EMS, must be licensed as an Advanced Life Support Service. The Services in the Service Area shall include and be in compliance with the following:

- A. Life EMS agrees to adhere to and be compliant with OCMCA System Protocols, Policies and Procedures as approved by the MDHHS EMS and Trauma Section.
- B. Life EMS will meet all federal, state and local licensing requirements necessary to operate as an Advanced Life Support Service in Oceana County. In addition, Life EMS will maintain accreditation by the Commission on Accreditation of Ambulance Services (“CAAS”) while providing ambulance service for Oceana County.
- C. Life EMS will deploy a mutually agreed upon number of fully-staffed advanced life support (“ALS”) ambulances at mutually agreed upon locations within the Service Area. Life EMS will work to redeploy a portion of its ambulance resources to the eastern portion of Oceana county. Three 24/7-staffed ambulances will be deployed at the commencement of this Agreement, and future adjustments to staffing/deployment may be recommended based on data and experience, and will be consistent with Section 5 of this Agreement. The Parties agree that the dollar amount of the Annual Service Retention Payment (outlined on the attached Addendum A) is directly related to the number of staffed and stationed ambulances that are required. The Parties may adjust the Annual Service Retention Payment based on the agreed upon staffing levels.
- D. The Services shall be performed by licensed, qualified crews. Each crew at a minimum shall consist of one (1) paramedic and one (1) emergency medical technician (“EMT”) per ambulance. Life EMS shall also have the capability of back-up ambulances for scheduled maintenance and for additional coverage for special events. Life EMS shall utilize mutual aid for and from adjoining areas when it deems appropriate. Life EMS may adjust staffing levels to reflect any increase or decrease in patient transport volume.
- E. Life EMS shall be responsible to maintain its Service Area and leased equipment and vehicles in a condition sufficient to perform the Services and in keeping with generally accepted practices and standards for the maintenance of such emergency vehicles.
- F. Life EMS will provide ambulance and paramedic support to Police and Fire agencies throughout the Service Area.
- G. Life EMS will provide extensive performance improvement activities for its Oceana County based personnel. Such performance improvement activities shall include treatment audits, patient follow-ups, care audits and in-service training.
- H. Life EMS will work closely with OCMCA and Oceana County’s health care community in the effort to enhance patient care in Oceana County.

- I. Life EMS will maintain a comprehensive communications system that is fully integrated with Mason/Oceana 911 Public Safety Answering Point (the “PSAP”). Life EMS shall ensure its units have the capability to communicate with the PSAP as well as police, fire, and rescue units operating within Oceana County. In addition to communication equipment in the ambulance vehicles, Life EMS shall also equip the paramedic/ambulance crews with portable radios for use when they are not in the vehicle.
- J. Life EMS will make available at all times, an appropriate number of qualified administrative staff and personnel to allow successful implementation of the emergency medical services (“EMS”) system’s operational policies in the Service Area.
- K. Life EMS will provide a 24 hour-per-day, 365-day-per-year management level contact person who may be contacted when unique situations arise which require additional support to Oceana County area operations.
- L. Life EMS will participate in the promulgation of public education and information on prevention of emergencies, including, but not limited to (a fee may be associated with some training programs):
 - (1) EMS service availability, including level of service and access.
 - (2) CPR and first aid training.
 - (3) General health care issues, including early problem recognition.
 - (4) Injury and illness prevention.
 - (5) Immediate recognition of an illness or injury.
 - (6) System access through 911.
 - (7) Appropriate utilization of resources.
 - (8) Continuing education for medical first responders and EMTs and classes for citizens willing to become involved as either.
- M. Life EMS will utilize Oceana County mapping information to provide detailed maps for all Life EMS personnel performing services under this Agreement. Using this mapping information, Life EMS shall train and educate all personnel on the Oceana County roadways and possible routes to emergencies. Oceana County is not transferring ownership of physical or digital maps and supporting data and Life EMS shall only use these items for the purpose of providing emergency medical services as defined by the Agreement. Items shall not be reproduced or redistributed to any other party without the express written consent of Oceana County.

- N. Life EMS will monitor the driving skills and actions of all Life EMS personnel performing services under this Agreement on a routine basis, which shall be at least monthly, and assure that such personnel are not abusing their driving privileges.
- O. Life EMS shall ensure that all personnel it assigns to provide the Services are familiar with Police and Fire Rescue Services policies which are applicable to the Services to be provided under this Agreement.
- P. Life EMS shall provide a toll free number that will be staffed during normal business hours to be utilized by Oceana County representatives for communicating with Life EMS and by Oceana County residents for asking and resolving questions about billings.
- Q. Life EMS will maintain adequate and appropriate liability insurance of the types and limits of not less than the insurance requirements set forth in Section 15 of this Agreement. Such insurance shall list Oceana County as an Additional Insured.
- R. Life EMS will provide Oceana County with not less than one hundred eighty (180) days written notice of any significant change in its business structure including any plans to discontinue substantially all of its business operations, change ownership of a majority of its shares, sell the company, or change its name.
- S. Life EMS will provide replacement of expendable medical supplies to MFR units following emergency responses. In addition, Life EMS will allow MFR agencies to access Life EMS pricing for equipment purchases when appropriate.

3. OCEANA COUNTY RECOGNITION OF LIFE EMS AUTHORITY. Subject to Life EMS meeting the Services terms of this Agreement, Oceana County agrees that Life EMS has the discretion to define the manner in which it performs the Services, including without limitation, each of the following:

- A. Determining the identity of its personnel who will perform the Services. In particular, Oceana County recognizes that Life EMS is under no obligation of any kind to interview or employ any Oceana County personnel to become Life EMS employees.
- B. Setting the terms and conditions of employment for all Life EMS personnel who perform the Services.
- C. Applying Life EMS service policies or procedures with respect to the manner in which Life EMS will provide the Services.
- D. Exercising discretion with respect to the manner in which Life EMS conducts its business operations in the Service Area.

4. LIFE EMS REPORTING REQUIREMENTS. Life EMS shall submit reports to Oceana County quarterly, or at other intervals as mutually agreed to, which shall include, at a minimum, the following data and information:

- A. Number of calls.
- B. Response priority.
- C. Transport priority.
- D. Response Time Intervals Performance.
- E. Cases falling out of response time intervals.
- F. Cardiac arrests as part of the Cardiac Arrest Registry to Enhance Survival (“CARES”) data for the community. (Note: complete CARES information typically is not available from hospitals for 90 days or more)
 - (1) Number of arrests.
 - (2) Number worked by ALS.
 - (3) Number transferred to hospital.
 - (4) Number discharged from hospital.
 - (5) Survival of witnessed shockable arrests.

The reporting elements may change from time to time as requested by Oceana County or Life EMS.

5. LIFE EMS PERFORMANCE GUIDELINES.

Life EMS shall be responsible for meeting or exceeding the Response Time Intervals expressed below and as may be adjusted by OCMCA in the future.

Priority 1 life threatening medical responses shall have a response time of fifteen (15) minutes or less ninety percent (90%) of the time. Priority 1 responses will be defined by a nationally recognized Emergency Medical Dispatch (EMD) system and will be calculated from the time the ambulance crew is notified after prioritization of the call, to the time when the ambulance crew advises, it is on the scene. Life EMS may request to have responses removed from the calculations (exemptions) if it feels that any response or group of responses could not be met due to unusual circumstances, i.e., weather, unusual volume, extreme distance, etc. Any such exemption request shall be accompanied by documentation sufficient to describe and support Life EMS’ claim of unusual circumstances. Life EMS’ response performance shall be reported to Oceana County on a quarterly basis, in such a format designated by Oceana County in its reasonable discretion.

Life EMS shall maintain 100% compliance with OCMCA administrative standards, policies, procedures, and protocols as amended from time to time. Failure to maintain 100% compliance may be considered a default under Section 23 of this Agreement.

6. OCEANA COUNTY RESPONSIBILITIES.

Oceana County shall be responsible for the following:

- A. To the extent permissible by law, Oceana County shall direct its PSAP to notify Life EMS in a mutually agreed upon manner for all medical calls that Oceana County PSAP receives at its 911 Central Dispatch Center requesting the Services within Oceana County.
- B. Oceana County shall direct the County PSAP to not refuse, deny, or discourage access to Life EMS and the Services for any request for ambulance service within the Service Area.
- C. Allow Life EMS access to all Oceana County owned facility and services that in the past have been used to support the ambulance service.
- D. Allow Life EMS access to Oceana County mapping information so Life EMS personnel will have the most recent street address information within the County.

7. COMPENSATION AND FEES. The Parties mutually agree that the rates and charges for the Services and the collections of the amount due from the recipients of the Services shall be the sole responsibility of Life EMS. Within thirty (30) days of the Effective Date, Life EMS agrees to provide Oceana County with any updated list of rates assessed by Life EMS. (Rates as of the Effective Date of this agreement are listed on the attached Addendum A.) Life EMS may bill additionally for specific events or larger scale responses that are beyond the scope of normal day to day activities and services. In light of the costs to Life EMS to perform the Services against the anticipated revenues to Life EMS from collections, Oceana County agrees to pay Life EMS the Annual Service Retention Payment consistent with Addendum A. This amount will be adjusted annually based on a mutually accepted consumer price index (CPI) prior to the beginning of each operational year. The Ambulance Service Retention Payment may be adjusted, increased or decreased, in the future in consideration of changes in deployed resources and external factors that are outside Life EMS' control, such as level of third party reimbursement. Payments will be made on a quarterly basis at the beginning of each quarter. Life EMS agrees to credit Oceana County, \$4,200.00 a month for expenses relating to a third deployment location until such time as a third deployment location is in service. The goal is to have a third deployment location established within 24 months of commencement of this Agreement.

8. BILLING. Life EMS shall bill individuals for the Services consistent with:

- A. All applicable legal standards;
- B. Health plans under which individuals are provided covered benefits which include ambulance and paramedic services; and
- C. The rate schedule set forth in Addendum A and as amended in the future and routinely kept on file at Oceana County.

9. RECORD KEEPING AND ACCESS TO RECORDS.

- A. Life EMS shall keep complete accurate books and records regarding its business operations in the Service Area including, without limitation, the Services rendered and charges made and collected, in accordance with generally accepted accounting practices. All such books and records shall be open to inspection by the designated representatives of Oceana County, including, but not limited to, parties under contract with Oceana County for auditing purposes, during regular working hours of 9:00 a.m. to 5:00 p.m. Monday through Friday. Refusal to allow Oceana County representatives access to said records shall constitute a material breach of this Agreement. In addition, Oceana County, at its own expense, shall be entitled to have an audit conducted of such books and records.
- B. All books and records covered by this Section shall be maintained for a period of not less than six (6) years from the date in which they were originally completed.
- C. Life EMS agrees that if the Secretary of Health and Human Services, the Comptroller General of the United States, or their duly authorized representatives (hereinafter referred to as the “Requesting Parties”) at any time within four (4) years of completing the services to be provided under this Agreement request access to Life EMS’ books, documents and records in accordance with 42 USC §1395x(v)(1)(I) and the regulations adopted pursuant thereto, Life EMS shall provide such access to the Requesting Parties to the extent required by said statute and the regulations promulgated pursuant thereto. Furthermore, Life EMS agrees that any contract between it and any other organization to which Life EMS is to a significant extent associated or affiliated with, owns or is owned by or has control of or is controlled by (hereinafter referred to as the “Related Organization”), and which performs services on behalf of the Municipalities, will contain a clause requiring the Related Organization to similarly make its books, documents and records available to the Requesting Parties.
- D. Life EMS shall also maintain all records as required by (1) any state laws, rules or regulations applicable to ambulance service providers, (2) sources of funding of the Services under this Agreement or (3) health plans or insurers that Life EMS may bill for the Services.

10. MEETINGS. The Parties shall maintain ongoing communications and meetings as mutually agreed upon to ensure Oceana County is informed on Life EMS’ performance as it relates to this Agreement. The information shall include, but not be limited to, the Services being provided, provisions to improve the Services, as well as a review of the run data of Life EMS, such as number of runs, refusals, response time statistics, and statistics showing which days, months and times of day are busiest. Life EMS and Oceana County shall have the right to mutually agree from time to time to either increase or decrease the amount and content of information to be reviewed at meetings.

11. SAFETY. Life EMS shall maintain during this Agreement, such protective devices as reasonably required to prevent any accidents occurring as a consequence of its personnel's work. Life EMS shall use safety devices which are approved by the Michigan Occupational Safety and Health Administration of the Michigan Department of Licensing and Regulatory Affairs. Life EMS shall comply with all of the current laws, rules and regulations of the Michigan Occupational Health and Safety Act.

12. COMPLIANCE WITH LAWS, RULES, REGULATIONS, LICENSING AND CERTIFICATION REQUIREMENTS. Life EMS shall render the Services in material compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations and it, its employees, and its subcontractors shall meet all federal, state and local license, certification and authorization requirements for the Services. Failure by Life EMS to obtain and/or maintain any required license and authorization shall result in the immediate and automatic termination of this Agreement. The failure of any of Life EMS' personnel to obtain and/or maintain any required license and authorization for the Services which they are responsible for providing shall bar such person from providing the Services under this Agreement until the license or authorization has been obtained. In addition to the licensing, certifications and authorization requirements set forth above, Life EMS shall maintain a CAAS Certificate of Accreditation and maintain an Accredited Center of Excellence (ACE) status through the International Academies of Emergency Medical Dispatch.

13. NONDISCRIMINATION. Life EMS shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations promulgated there under.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA §12101 et seq.), as amended, and regulations promulgated there under.

Breach of this Section shall be regarded as a material breach of this Agreement.

14. INDEMNIFICATION AND HOLD HARMLESS. Life EMS shall, at its own expense, protect, defend, indemnify and hold harmless Oceana County and its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any criminal acts, intentional torts, acts or omissions which by statute create strict liability, negligent acts or omissions of Life EMS or any of its officers, employees or agents which may arise out of this Agreement and in connection with the Services.

In the event that Life EMS' insurance coverages fail to completely fulfill Life EMS' indemnification responsibilities under this Agreement, Life EMS shall remain responsible for the

sum of damages, costs and expenses which are in excess of the sum paid out by such insurance coverages on behalf of or reimbursed to Oceana County, its officers, employees, and agents.

Oceana County shall, at its own expense, protect, defend, indemnify and hold harmless Life EMS and its officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any criminal acts, intentional torts, acts or omissions which by statute create strict liability, negligent acts or omissions of Oceana County or any of its officers, employees or agents which may arise out of this Agreement and in connection with the Services.

In the event that Oceana County's insurance coverages fail to completely fulfill Oceana County's indemnification responsibilities under this Agreement, Oceana County shall remain responsible for the sum of damages, costs and expenses which are in excess of the sum paid out by such insurance coverages on behalf of or reimbursed to Life EMS, its officers, employees, and agents.

15. INSURANCE. Life EMS shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan who are acceptable to Oceana County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event Life EMS uses subcontractors for the performance of services, Life EMS shall ensure that said subcontractors carry Worker's Disability Compensation Insurance and Employer's Liability Coverage as required by law.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: 1. Contractual Liability; 2. Products and Completed Operations; 3. Independent Contractors Coverage; 4. Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Medical Professional Liability Insurance covering paramedics, EMTs, EMT specialists, and advanced emergency medical technicians in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- E. Excess Umbrella Liability Coverage covering all of the above stated insurance coverages with a limit of no less than \$5,000,000 per occurrence and aggregate. The insurance requirements set forth in B, C and D above can be met by combining the coverage afforded in policies providing the required coverage with the excess umbrella liability coverage required herein.

- F. Additional Insured - Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Medical Professional Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: Oceana County and its elected and appointed officials, employees and agents. It is understood and agreed by naming Oceana County as additional insured, coverage afforded is considered to be primary and any other insurance Oceana County may have in effect shall be considered secondary and/or excess.
- G. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Oceana County."
- H. Proof of Insurance - Life EMS shall provide Oceana County at the time this Agreement is returned by it for execution, the certificates of insurance and endorsements (endorsements to be provided within 90 days of date of this Agreement) showing possession of the policies required above. If so requested, certified copies of all policies will be furnished.
- I. If any of the above coverages expire during the term of the Agreement, Life EMS shall deliver renewal certificates and/or policies to Oceana County prior to the expiration date.

16. WAIVERS.

- A. No failure or delay on the part of either of the Parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- B. In no event shall the making by Oceana County of any payment due to Life EMS constitute or be construed as a waiver by Oceana County of any breach of a provision of this Agreement, or any default which may then exist, on the part of Life EMS, and the making of any such payment by Oceana County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Oceana County in respect to such breach or default.
- C. In no event shall the continuation of the Services by Life EMS constitute or be construed as a waiver by Life EMS of any breach of provision of this Agreement, or any default which may then exist, on the part of Oceana County, and the continuation of the Services while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Life EMS in respect to such breach or default.

17. AMENDMENT OR MODIFICATION. All modifications, amendments or waivers of any provisions of this Agreement or the Services, shall be made only by the written mutual consent of the Parties.

18. ASSIGNMENT OR SUBCONTRACTING. Life EMS shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of Oceana County.

19. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against Oceana County, then Oceana County and Life EMS acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

20. 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.

21. COMPLETE AGREEMENT. This Agreement and the attached Addendums to which it refers contain all the terms and conditions agreed upon by the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties.

22. TERMINATION. Notwithstanding any other provision in this Agreement to the contrary, this Agreement and the Services may be terminated prior to the end of the Term by any of the following means:

- A. By mutual consent of the Parties through an amendment to this Agreement signed by the authorized representatives of both Oceana County and Life EMS.
- B. By either Party on one hundred eighty (180) days prior written notice to the other Party.
- C. By either Party in the event of a default, as defined in Section 23 and elsewhere in this Agreement, if the defaulting Party fails to cure the default within thirty (30) days after receiving notice of default from the other Party.

In the event that Life EMS terminates this Agreement anytime within the first twelve (12) months, then (a) the Equipment Lease Agreement between Life EMS and Oceana County for Oceana County to lease ambulances to Life EMS shall terminate to allow Oceana County to have free access to those ambulances, and (b) Life EMS will allow Oceana County to utilize Life EMS' ALS equipment and ambulances assigned to the Oceana County operation for a maximum of six (6) months.

23. DEFAULT. In addition to other grounds for breach or default explicitly referenced elsewhere in this Agreement, default can also occur as a result of the following:

- A. Material failure to comply with any provision of this Agreement, including, but not limited to, the Reporting Standards set forth in Section 4, or the Response Time Intervals set forth in Section 5.
- B. Failure to obtain and or maintain insurance of the types and amounts as required in this Agreement.

24. SEVERABILITY. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

25. NOTICE. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender. Notices will be directed to the Administrators for Oceana County and the President of Life EMS.

Each Party shall inform the other of who the person(s) is as designated from time to time.

26. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall constitute, be construed to be, or create a partnership, joint venture, or lease between Life EMS and Oceana County. Life EMS and Oceana County are independent contractors under this Agreement.

27. THIRD PARTIES. This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

28. AMBIGUITIES. Any term of this Agreement which is found to be ambiguous shall not be construed against either party on the basis of authorship or otherwise.

29. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the Parties to this Agreement 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. COUNTERPART EXECUTIONS; FACSIMILES AND ELECTRONIC MAIL. The parties may execute this Agreement in any number of counterparts with the same effect as if each party had signed the same physical document. Each party may transmit the executed copies in an

imaged format to the other party by facsimile or electronic mail, and the imaged copies shall have the same effect as if each party had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

[Signatures are located on the following page.]

IN WITNESS WHEREOF, the authorized representatives of the Parties have fully signed and entered into this Agreement on the day and year first above written.

OCEANA COUNTY

Dated: _____ By: _____

Name: _____

Its: _____

LIFE EMS OF IONIA COUNTY, INC.

Dated: _____ By: _____

Name: _____

Its: _____

Addendum A

Oceana County Prehospital Care and Transportation Rate Schedule

Fees for Service:

(Effective thru December 31, 2019)

	<u>Current Oceana Co.</u>	<u>New</u>
Non Emergency (No ALS services) (PHYSICIAN AUTHORIZATION REQUIRED.)	\$525.00	
ALS Non Emergency (PHYSICIAN AUTHORIZATION REQUIRED.)	\$625.00	
Emergency (No ALS services)	\$525.00	
ALS-1 Emergency	\$625.00	
ALS 2 Emergency	\$875.00	
SCT Transport	\$975.00	
Base Oxygen Rate	\$50.00	Delete
On Scene Treatment-NO TRANSPORT		\$499.00
On Scene Treatment, ALS 2-NO TRANSPORT		\$499.00
Special Equipment & Handling (Haz Mat, etc.)		\$50.00+
IV Start		\$100.00
Blood Draw		\$55.00
ALS/Paramedic Ambulance Standby		\$146.00/hr
Lift Assist		\$49.00
Bariatric Lift Assist		\$75.00
Mileage (Divided by number of patients: Loaded miles only)	\$15.00/mile	

Annual Service Retention Payment:

(Paid quarterly at beginning of each quarter with 12,600 being deducted from the quarterly payment, until such time a third deployment station is in operation)

\$962,000