



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: December 1, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Peter Hullinger, Fire Chief  
Frank Nastasi, Police Chief  
Shawn Hugg, Deputy Fire Chief  
Laurence Schehr, Police Lieutenant  
Emily Frontera, Purchasing Manager

Subject: Budget Amendment & Standard Purchasing Resolution 8: Best Value – Emergency Medical and First Responder Services

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### **History**

Since 1991, The City of Troy has adopted a concept whereby Emergency Medical and First Responder Services is contracted to a third party provider. The EMS provider takes on the responsibility of providing both first responder service, in the form of paramedic first responders (PFR), and ambulance service, in the form of paramedic advanced life support ambulances (ALS). Associated responsibilities of hiring, training, and certifying paramedics, equipping and maintaining vehicles, etc., are borne by the contracted provider thereby alleviating the burden of these responsibilities from either the Fire Department and/or the Police Department. The Police Department routinely responds along with EMS for scene security and required reporting, while the Fire Department responds for necessary rescue and extrication efforts.

### **Purchasing**

- A Request for Proposal was issued and posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.bidnetdirect.com/city-of-troy](http://www.bidnetdirect.com/city-of-troy). Eighty (80) companies were notified of this bid opportunity.
- September 8, 2022 a Pre-Proposal meeting was conducted. The Request for Proposal document and the project timeline was reviewed. Clarifications were discussed and questions answered which necessitated the issuance of an Addendum summarizing the meeting. Two (2) companies attended the Pre-Proposal meeting as listed below:

Alliance Mobile Health  
Medstar

Troy, MI  
Clinton Twp, MI

- September 22, 2022 a bid opening was conducted and Proposals were received as required by City Charter and Code for Emergency Medical & First Responder Services. Below is a summary of potential companies.



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### Purchasing (continued)

<b>Companies notified via MITN</b>	80
Troy Companies notified via MITN	2
Troy Companies - Active email Notification	2
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	17
Troy Companies that viewed the bid	1

**MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- (1) Proposal response was received as detailed:

Alliance Mobile Health

Troy, MI

- Committee Members reviewed and evaluated the proposal. The Committee Members were as follows:
  - Peter Hullinger, Fire Chief
  - Shawn Hugg, Deputy Fire Chief
  - Laurence Schehr, Police Lieutenant
  - Rob Maleszyk, Chief Financial Officer
  - Bob Brunner, Assistant City Manger
- Based on the detailed proposal and pricing structures, the committee recommends awarding a contract to *Alliance Mobile Health of Troy, MI*.
- The contract will provide three (3) dedicated Paramedic First Responder (PFR) units 24 hours per day, 365 days a year at an hourly rate of \$31.00 per unit and ALS Service at a \$0 cost to the city.
- Payable hours for PFR services are anticipated and vary annually. Hours are continually monitored however they do fluctuate to meet response times. For instance, traffic and weather conditions can affect the number of payable hours. Below is a five year history of payable hours at the current PFR service:

Year	Payable Hours
2017	21,610
2018	21,919
2019	21,697
2020	21,752
2021	21,465

- Alliance Mobile Health is a nationally accredited, Troy-based non-profit organization operating for over 20 years. They are a partnership of Emergent Health Partners and Mobile Medical Response which have been in operation for over 36 years and collectively provide ambulance services in 25 counties throughout Michigan.
- Alliance has successfully provided 9-1-1 First Responder and Ambulance Services to the City since 2003.



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### **Financial**

\$587,600 has been allocated for First Responder Services in the 2022-2023 budget, in account number 101.336.338.7802.010 Fire Department, Fire Operations, Contractual Services 1<sup>st</sup> Responder. The estimated cost based on "*Anticipated*" Hours for Alliance Mobile Health to provide Paramedic First Responder Service will be approximately \$814,680 per year which is predicated on 26,280 hours x the proposed hourly rate of \$31.00. The hours increase is due to making the 3<sup>rd</sup> paramedic first responder unit fulltime vs only at surge days and times. The increased hours will require a budget amendment of \$120,000.00 to the account specified.

### **Recommendation**

City management recommends awarding a three (3) year contract with the option to renew annually for three (3) additional years to provide Emergency Medical & First Responder Services for the City of Troy, as a result of a best value evaluation process, to *Alliance Mobile Health of Troy, MI* for a total estimated annual amount of \$814,680.00 predicated on the anticipated payable hours, at prices contained in the bid tabulation opened September 22, 2022. The award is contingent upon the Firm's submission of properly executed bid documents including insurance certificates and all specified requirements.

It is also recommended that City Council approve a budget amendment to the Fire Operations – Contractual Services 1<sup>st</sup> Responder account in the amount of \$120,000.00.

Opening Date - 09/22/2022  
Date Reviewed - 09/22/2022

Y OF TROY  
TABULATION  
EMERGENCY MEDICAL SERVICES

RFP-COT 22-19  
Pg 1 of 2

VENDOR NAME: **Alliance Mobile Health**  
CITY: **Troy, MI**

**PROPOSAL: EMERGENCY MEDICAL SERVICES - CITY OF TROY**

**PROPOSED PRICING:**

Advanced Life Support Ambulance Service:	Year 2023 \$ per Month	
Response Time: 8 Minutes - Required	See Exhibit 2 for details	
Response Time: 6 Minutes	\$336,000.00/mo. 5 Dedicated ALS during peak and 3 during off-peak times.	
	*(See Exhibit 2 for add'l model and pricing information)	
Paramedic First Responder Service:	Anticipated Payable Hours	Year 2023 \$ per Hour
Type of Unit: Ambulance	See Exhibit 2 for Information	
Type of Unit: Other Type - First Responder Vehicle	*21,900 hours/yr *(3 units on days; 2 on nights)	\$37.00/hr
Estimated Amount - Anticipated Hrs	\$810,300	
	*(See Exhibit 2 for add'l pricing information)	
Charge Schedule:		
BLS Emergency/Non-Emergency Base Rate	\$622.00	
ALS1 Emergency/Non-Emergency Base Rate	\$787.00	
ALS2 Emergency/Non-Emergency Base Rate	\$941.00	
Transport Mileage per Loaded Mile	\$15.02	
Paramedic Response with ALS Treatment no Transport	\$622.00	
Paramedic Response and Assessent - (Non-Transport)	\$201.00	
Additional Proposed Service Models:		
ALS Program	Cost per Month	Cost per Year
Dedicated ALS 24/7: 1 Unit:	\$0	\$0
2 Unit:	\$80,500	\$966,000
3 Unit:	\$208,250	\$2,499,000
4 Unit:	\$336,000	\$4,032,000
2 ALS 24/7/365: Plus 2 Peak daytime:	\$208,250	\$2,499,000
2 ALS 24/7/365: Plus 2 Peak but only: 3 Units total on Sunday	\$199,850	\$2,398,200
2 ALS 24/7/365: Plus 1 during day hours:	\$144,375	\$1,732,500

CITY OF TROY  
 BID TABULATION  
 EMERGENCY MEDICAL SERVICES

RFP-COT 22-19  
 Pg 2 of 2

VENDOR NAME: **Alliance Mobile Health**

CITY: **Troy, MI**

<b>PFR Program</b>	<b>Cost per Month</b>	<b>Cost per Year</b>
<b>MODEL 1</b> ( <i>Staff <math>\geq</math> 2 yrs exp</i> ) :	<b>\$37.00/hr</b>	
1 Unit:	\$27,010	\$324,120
2 Unit:	\$54,020	\$648,240
3 Unit:	\$81,030	\$972,360
4 Unit:	\$108,040	\$1,296,480
<b>MODEL 2</b> ( <i>Staff &lt; 2 yrs exp c ompleted training and FTO process</i> )	<b>\$31.00/hr</b>	
1 Unit:	\$22,630	\$271,560
2 Unit:	\$45,260	\$543,120
3 Unit:	\$67,890	\$814,680
4 Unit:	\$90,520	\$1,086,240

<b>VENDOR QUESTIONNAIRE PROVIDED:</b>	Y or N	Y
<b>REFERENCES PROVIDED:</b>	Y or N	Y
<b>TERMS:</b>		Net 30 days
<b>EXCEPTIONS:</b>		None
<b>ACKNOWLEDGEMENT:</b>	Y or N	Y
<b>ADDENDUM:</b>	Y or N	Y
<b>FORMS:</b>	Y or N	Y

**ATTEST:**

(\*Bid Opening conducted via a Zoom Meeting)

Pete Hullinger\_\_\_\_\_

Beth Zaccardelli\_\_\_\_\_

Emily Frontera

Purchasing Manager

**EMERGENCY MEDICAL AND FIRST RESPONDER SERVICES AGREEMENT**  
**BETWEEN THE CITY OF TROY AND ALLIANCE MOBILE HEALTH**

This Agreement dated, this \_\_\_\_\_ day of December, 2022 is made by and between:

City of Troy, a Michigan Municipal Corporation  
500 W. Big Beaver Road  
Troy, Michigan 48084 (hereinafter "CITY")

-And-

Alliance Mobile Health (hereinafter  
"ALLIANCE") 2045 Austin Drive  
Troy, Michigan 48083

***RECITALS***

A. WHEREAS, CITY finds it necessary to utilize the services of a qualified Advance Life Support ("ALS") ambulance service and First Responder services since those services are critical to CITY and the public; and

B. WHEREAS, ALLIANCE meets the professional service standards of the Commission on Accreditation of Ambulance Services and is licensed by the Michigan Department of Health & Human Services ("MDHHS"); and

C. WHEREAS, CITY and ALLIANCE desire to mutually agree to specific terms and conditions regarding those services;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, CITY and ALLIANCE agree as follows:

1. **SCOPE AND INTENT.** During the term of the Agreement, ALLIANCE shall provide services and CITY shall provide payment for those services as set out in this Agreement. This Agreement incorporates, as though fully set out herein, Exhibit A which is ALLIANCE'S Proposal for Emergency Medical and First Responder Services containing specifications and representations regarding the Paramedic First Responder Services and

Ambulance Transportation Services that ALLIANCE will be providing under this Agreement. All documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. In the event of any conflict between the proposal and this Agreement, the provisions in this Agreement shall govern. The required services are generally described as providing advanced life support services, including but not limited to advanced life support services, including but not limited to advanced life support ambulance service for transportation to hospitals and/or medical facilities specializing in the treatment of trauma and/or life treating conditions and/or to provide paramedic first responders services for the Troy service area.

**2. OPERATIONAL REQUIREMENTS - ALS AMBULANCE SERVICE AND FIRST RESPONDER SERVICES.** ALLIANCE shall comply with the following requirements:

A. Response Time. Alliance shall comply with the current minimum standards for ambulance response time established by the Oakland County Medical Control Authority ("OCMCA"), which are incorporated by reference, with amendments, as part of the terms and conditions of this Agreement. ALLIANCE shall continue to use the predictive capabilities of LOGIS, or other predictive software or similar advanced technology, to try to effectively predict where the next call for service may come from. Additionally, ALLIANCE shall be held to the following standards:

- i. ALS Ambulance Response Time. ALLIANCE shall meet a minimum emergency response time of 8 minutes 00 seconds for at least ninety percent (90%) of emergency responses every month.
- ii. Paramedic First Responder Response Time. ALLIANCE shall have a paramedic on scene (either from a First Responder Unit or an ambulance) as early as possible, but within 5 minutes 00 seconds from the receipt of

the call from the provider's dispatch to arrival on scene for at least ninety (90%) percent of all incidents dispatched either as an emergency or Priority 1 call every month.

- iii. Non-Emergency (Priority 3) Response Time. ALLIANCE shall meet a minimum response time of 30 minutes and 00 seconds for at least of ninety percent (90%) of non-emergency Priority 3 calls every month.
- iv. The above referenced minimum ALS Ambulance Response Time and Paramedic First Responder Response Times shall not apply to incidents that are dispatched as non-emergency or downgraded to non-emergency prior to the arrival of the ambulance. ALLIANCE shall also be given consideration if there are area wide weather emergencies, including but not limited to: snowstorms, ice storms, or high winds.

B. Deployment Plan: ALLIANCE has included its deployment plan for the Troy service area, which is incorporated by reference. As required by that plan, all First Responder units, staffed by at least one (1) Paramedic, will be assigned to post locations within Troy. At a minimum, Alliance shall provide at least three (3) First Responder Units 7 days per week and 24 hours a day, which shall all be available for all requests for service received through the Troy 911 system. These three First Responder units will only respond to calls within the City of Troy.

If ALLIANCE determines that more units are necessary to comply with the response times, then ALLIANCE shall immediately notify CITY of any recommended additions, and the parties shall discuss an alternative deployment plan, which may include additional First Responder Units. At no time will any of the First Responder units be utilized to supplement ALLIANCE's transfer business.



The ALLIANCE "on-duty" supervisor shall be available to function as a First Responder in times of high call volume. At no time shall the supervisor be considered as part of the minimum staffing.

C. Accreditation. ALLIANCE is and shall remain accredited by the Commission of Accreditation of Ambulance Services during the entire term of the Agreement. Failure to remain accredited under this section may result in the immediate termination of this Agreement. All ambulances and first responder units and personnel shall be capable of providing advanced life support in accordance with OCMCA.

D. Personnel Licensure: ALLIANCE'S personnel shall be appropriately licensed, including any specific professional licenses that are required by the State of Michigan, and especially those licenses required by the Michigan Department of Health & Human Services (MDHHS). All First Responder personnel shall be licensed as paramedics by the MDHHS and shall have completed a training course consistent with the operation requirements with in the City of Troy. Within ten (10) days after execution of this Agreement, ALLIANCE shall provide to CITY a list of all personnel who will or may be acting as ALS ambulance personnel or First Responder personnel under this Agreement, and shall include each person's full name, position, title or the function they will be performing and a copy of any licenses required by the State of Michigan. This same information shall be provided to CITY within ten (10) days after ALLIANCE hires any new personnel for the work that is detailed in this Agreement.

E. Vehicles and Equipment: ALLIANCE shall comply with all specifications or representations contained within Exhibit A - Alliance Proposal for Emergency Medical and First Responder Service, including, but not limited to:

- i. ALLIANCE shall maintain a minimum First Responder unit fleet of at least

four (4) vehicles in excellent working order;

- ii. All vehicles shall be maintained in a safe operating condition;
- iii. Maintenance logs shall be maintained for each vehicle and shall be available for inspection when requested by CITY;
- iv. Vehicle chassis over five (5) years old are not acceptable;
- v. The City of Troy City Manager or his/her designee shall approve identifying graphics, and emergency lighting and siren equipment proposed for the First Responder vehicles.
- vi. All vehicles shall be equipped with a Road Safety System or a similar safety system that monitors the driving of the vehicle to assure the safe operation for all vehicles;
- vii. Each vehicle shall be of sufficient size to carry the proper equipment required by the State of Michigan to be licensed as a non-transport Advanced Life Services ("ALS") unit, and shall carry the required equipment at all times;
- viii. Each vehicle shall be capable of installing and using AVL Systems compatible with City of Troy software or any successor system, which shall be used for responses and system testing;
- ix. All ambulances and First Responders units shall be equipped with all MDHHS required equipment for each type of unit.

F. Reports: ALLIANCE shall submit response time summaries to CITY at a minimum of one time a month, at the scheduled monthly meeting set put in Paragraph G. These reports shall be prepared for both First Responder units and ALS ambulances and

include: compliance with response time standards, list of calls referred to other agencies, call downgrades and other reports used to determine contract compliance.

CITY may request additional reports concerning specific issues. CITY has the option of requesting hard copies of these reports or that report data be submitted electronically. ALLIANCE shall also timely submit required information to OCMCA in a manner and format prescribed by OCMCA. Non-compliance with this paragraph may result in termination of this Agreement based upon the ninety (90) day notice provision.

G. Supervision: ALLIANCE shall provide organized field supervision personnel including, but not limited to field training officers and field supervisors. There shall be adequate supervisory personnel to provide field evaluation and job supervision. ALLIANCE shall provide, at a minimum, one (1) dedicated field supervisor certified at the Paramedic level, available in the Troy service area at least ten (10) hours per day during the predominant call period and at least twenty-four (24) hours in an "on-call" capability at all other times of the day. This supervisor shall be immediately available in the field in the Troy service area during the peak-load periods of the day. That supervisor shall be dedicated solely to Troy and shall act as a liaison to the Troy Police Department and the Troy Fire Department. The supervisor may function as a Paramedic in a First Responder unit, but shall not be counted towards the minimum staffing requirement for the First Responder unit.

ALLIANCE shall have policies triggering automatic supervisory response that include, but are not limited to:

- i. Incidents requiring two or more ALS unit responders;
- ii. Multi-casualty or disaster incidents;
- iii. Hazardous materials incidents involving patient care; and
- iv. Life-threatening incidents in immediate area of supervisor at time of

dispatch.

Upon request ALLIANCE shall be required to disclose its automatic supervisory response policy, and make any changes requested by CITY.

H. Monthly Meetings: ALLIANCE shall provide a supervisory staff member who shall participate in monthly meetings with members of the Troy Police Department and the Troy Fire Department to assess the effectiveness of ALLIANCE'S programs, plans and policies.

I. Personnel: ALLIANCE shall perform a CCH (Complete Criminal History) search on all of its Paramedics and Emergency Medical Technicians ("EMTs") annually. Any ALLIANCE employee with a conviction for criminal sexual conduct ("CSC") or any controlled substance violations, or felony convictions shall be prohibited from working in Troy as part of this Agreement. Any ALLIANCE Employee with a conviction for theft or larceny within the past five (5) years shall be prohibited from working in Troy as part of this Agreement.

ALLIANCE shall perform a complete driving history search on all of its Paramedics and EMTs annually. Employees with two or more convictions for operating under the influence of liquor ("OUIL"), unlawful blood alcohol level ("UBAL"), operating while impaired ("OWI"), operating while under the influence of a narcotic or controlled substance ("OUIN"), or any two or more convictions of any combination thereof, shall not be allowed to work in Troy. Employees with a conviction for operating under the influence of liquor ("OUIL"), unlawful blood alcohol level ("UBAL"), operating while impaired ("OWI"), or operating while under the influence of a narcotic or controlled substance ("OUIN") within the past five years shall not be allowed to work in Troy. ALLIANCE shall develop a plan/policy for screening criminal and driving records annually, which includes these criteria as they apply to Troy. A copy of ALLIANCE's screening plan/policy shall be submitted to the Troy Fire Department within twenty (20) days after execution of the Agreement and must be acceptable to the City Manager or his/her designee.

ALLIANCE shall notify the OCMCA and the Michigan Division of Emergency Medical Services if any of its Paramedics or EMTs are criminally charged with any felony, or terminated from employment for any narcotic, controlled substances, or alcohol use or for any criminal sexual conduct, theft or larceny allegations. ALLIANCE agrees to remove an employee from the Troy service area upon written request of the Troy Fire Chief or the Troy Police Chief, even if not expressly detailed in this Agreement.

J. *Drug Testing Plan Policy:* ALLIANCE shall establish and require a random and probable cause drug testing plan/policy for all personnel operating in Troy. A copy of ALLIANCE's drug testing plan/ policy shall be submitted to the Troy Fire Department within twenty (20) days after execution of the Agreement and must be acceptable to the City Manager or his/her designee.

K. *Quality Assurance Plan Policy:* ALLIANCE shall develop and/or continue a quality assurance plan/policy to continually assess the quality of treatment by emergency medical service personnel and shall also continuously hold the CAAS accreditation (Commission on Accreditation of Ambulance Services). A copy of ALLIANCE's quality assurance plan/policy shall be submitted to the Troy Fire Department within twenty (20) days after execution of the Agreement and must be acceptable to the City Manager or his/her designee. This plan should at a minimum require quarterly surveying of patients that have been transported, with the results presented at the monthly meeting, as described in *Paragraph G.*

L. *Complaint Resolution:* In the event CITY receives a complaint over the performance of any services under this Agreement or emergency medical care, the following procedure shall be followed:

- i. CITY shall forward the complaint to ALLIANCE. ALLIANCE shall review and investigate the complaint and provide a written report of the

investigation to CITY within sixty (60) days of the receipt of the complaint.

- ii. In the event the complaint is not resolved, CITY shall forward the complaint and ALLIANCE'S response to the OCMCA.

M. *Incident Command System*: ALLIANCE shall provide annual incident command system training for ambulance personnel operating in Troy, detailing the respective roles and responsibilities within the framework of the Incident Command System.

N. *Police Incident Training*: ALLIANCE shall provide annual training for ambulance personnel operating in Troy, detailing the responsibilities of EMS providers during specific police incidents. ALLIANCE may request the Troy Police Department assume responsibilities for this training for its personnel at dates and times agreed to by the parties. ALLIANCE shall pay all costs associated with any such training. ALLIANCE shall submit documentation of this training to the Troy Police Department, including the names and positions of those receiving the training and the nature and dates of the training.

O. *Tactical Support Team Training*: ALLIANCE shall provide medical support for the Troy Police Department's Tactical Support Team (TPDTST), including paramedics and necessary on-scene medical equipment and shall provide two Tactical EMS medics on all operations.

The paramedics involved in this training must be approved by Troy Police Department personnel, and must do the following:

- i. Maintain a current paramedic certification through the State of Michigan, and maintain certification in Pre Hospital Trauma Life Support;
- ii. Be familiar with, and able to effectively coordinate with the entire Emergency Medical System, from the area of operation to the

- receiving medical facility;
- iii. Maintain clinical skills by actively participating in patient care on a regular basis;
  - iv. Complete specialized training, which teaches the skills necessary to operate in the tactical environment and receive state certification as "Emergency Medical Technician - Tactical";
  - v. Submit to a background check, to be conducted by CITY. ALLIANCE must equip its paramedics with safety equipment for the Tactical Support Team Trainings, including but not limited to ballistic vests and other necessary equipment. The ALLIANCE paramedic's duties for the Tactical Support Team training include, but are not limited to:
  - vi. Acquire and maintain important medical history, immunization status and current health status of each Troy Police Officer involved in the training;
  - vii. Monitor the medical effects of environmental conditions;
  - viii. Establish good working relationships with local EMS and receiving medical facilities;
  - ix. Conduct medical threat assessments;
  - x. Provide medical care;
  - xi. Serve as an advisor to the TPDTST Commander

The ALLIANCE paramedics designated to assist the TPDTST must be available several times per month on an on-call basis to participate in Tactical Support Team training within 45 minutes from the receipt of the call. CITY reserves the right to remove any ALLIANCE paramedic from the TPDTST at any time, and to exclude any ALLIANCE paramedic from

future operations.

P. *Blood Draws*: Upon request from the Troy Police Department, ALLIANCE shall provide a paramedic who is qualified by education, training or experience to perform a blood draw on a criminal suspect, in accordance with the terms and conditions set forth in MCL 257.625a(6)(c), MCL 333.16215, MCL 333.16109, the Troy Police Department Blood Draw Protocol, as may be amended from time to time (current copy attached), and the Oakland County Medical Control Authority's Evidentiary Blood Draw Protocol, as may be amended from time to time (current copy attached).

CITY agrees to indemnify, defend and hold harmless ALLIANCE and its employees, agents, contractors, trustees and directors from any and all liability incurred for the negligence, alleged negligence, malpractice or misconduct of any paramedic engaged in the withdraw of blood, as requested by the Troy Police Department, with the exception of claims or causes of action alleging or arising from the gross negligence of ALLIANCE, and its employees, physicians, agents, contractors, trustees and directors, of the failure to comply with MCL 257.625a(6)(c), MCL 333.16215, MCL 333.16109, the Troy Police Department Protocol and the Oakland County Medical Control Authority's Evidentiary Blood Draw Protocol. In the event that there is a conflict between the Oakland County Medical Control Authority's Evidentiary Blood Draw Protocol, and State Law, the State Law shall prevail. In the event that State Law conflicts with the OCMCA blood draw protocol, the parties will work together with the OCMCA to have the protocol comply with State Law.

Q. *Hazardous Materials Training*: All ALLIANCE ambulance personnel shall be trained to Hazmat First Responder Awareness level and Weapons of Mass Destruction ("WMD") Awareness as designated by the Michigan Firefighters Training Council. ALLIANCE shall submit documentation of this training to the Troy Fire Department including the names and positions of those receiving the training and the nature and dates of the



training. The cost of this training will be paid by ALLIANCE.

R. Resource for Public Safety Agency Training: ALLIANCE shall serve as a resource for EMS training for the Troy Fire Department and the Troy Police Department. This shall include CPR, first aid, blood borne pathogen, and other related training.

S. Additional Tasks: The CITY reserves the option of identifying and assigning additional non-emergency tasks which can be performed by the paramedic first responder units when not engaged in EMS responses. These tasks include, but are not limited to responding to carbon monoxide alarms.

T. Mutual Aid: ALLIANCE shall prepare and/or continue a plan/policy for mutual aid showing the average number of Basic and Advanced Life Support ambulances that could be provided for a back-to-back or multi-casualty incident. This plan/policy shall include typical response times based on average activity. The plan/policy should include contingency planning for multiple back-to-back incidents across geographic areas. A copy of ALLIANCE's mutual aid plan/policy shall be submitted to the Troy Fire Department within twenty (20) days after execution of the Agreement and must be acceptable to the City Manager or his/her designee. ALLIANCE shall provide additional copies of its mutual aid plan/policy on future dates, upon request from CITY.

U. Incident Standby: ALLIANCE shall provide ambulance units as requested by the Troy Fire Department or the Troy Police Department to standby at public safety emergency scenes such as fires, hazardous materials incidents, police tactical incidents, and police and fire training activities. These ambulance units shall not leave the incident or activity unless released by the incident or activity commander. The ALS ambulance units shall assist in medical evaluation, treatment and transport of emergency personnel as required.

V. Event Standby: ALLIANCE shall provide ALS ambulance units as requested in advance by the Troy Fire Department or the Troy Police Department to standby for community events, including, but not limited to: fairs and festivals (such as Troy Daze), memorial services, walk-a-thons, concerts, shows, displays and parades.

W. Communications: The Advance Life Support ambulances and First Responder units shall be minimally equipped with mobile and portable communication equipment that allows personnel to communicate with Alliance's dispatch, local medical First Responders, fellow medical resources, area hospitals or treatment facilities, and Troy Dispatch. ALLIANCE shall also provide a back up system to facilitate dispatch communications in the event of a failure of the primary radio transmitter.

X. Recording Capability: ALLIANCE shall record all telephone and radio communications and retain the recordings a minimum of fifteen (15) years.

AA. E-911 Interface: ALLIANCE shall operate an Enhanced 911 (E-911) secondary Public Safety Answering Point (PSAP) capable of interfacing with all of the E-911 systems utilized by CITY to allow the transfer of E-911 calls including Automatic Number Identification/Automatic Location Identification (ANI/ALI) information to minimize the time required to initiate a response.

BB. Personnel Recall Capability: In order to respond to multi-casualty or other incidents beyond the scope of normal operations, ALLIANCE shall utilize a process/program to permit timely recall. All management personnel shall be equipped with company cellular phones as a secondary mean of communicating with other personnel.

CC. Computer Aided Dispatch System: ALLIANCE shall utilize a computer aided dispatch system, which provides for optimum system deployment. ALLIANCE shall equip all of its vehicles with a GPS mapping system and mobile data terminals. ALLIANCE agrees to

work with CITY in exploring the potential for CAD integration between ALLIANCE and CITY.

*DD. Emergency Medical Dispatch:* Alliance shall utilize a nationally accepted telephone triage system and all dispatch personnel shall be certified in its use. Dispatchers shall provide pre-arrival emergency care instructions to the calling party when appropriate.

*EE. Emergency Operations Center Support:* ALLIANCE shall provide a supervisor to represent ALLIANCE as Troy's EMS Annex Coordinator in the Emergency Operations Center ("EOC") in the Troy Police Department in the event of EOC activation due to a community emergency.

*FF. Blood Borne Pathogen Decontamination Facility:* ALLIANCE shall make available a decontamination facility for Troy Police and Troy Fire personnel. This facility shall be located at 2045 Austin, Troy, Michigan, 48083. Any request to change this location shall be approved by the City Manager or his/her designee in advance. This facility shall provide shower and laundry facilities and/or equipment in compliance with the applicable requirements of OSHN/MIOSHA, and/or other federal or state laws. This facility shall be available on a 24 hour/7 days per week basis with a 15 minute advance notification.

*GG. Disposal of Biohazard Contaminated Waste:* ALLIANCE shall provide disposal service for any contaminated biohazard waste materials generated by CITY. Waste will be bagged and tagged with appropriate labels by CITY personnel.

ALLIANCE will check and empty the bio-hazard container located in the police garage at least bi-monthly.

*HH. Base of Operations:* ALLIANCE has identified its base of operation for this Agreement as: 2045 Austin Drive, Troy, Michigan 48083. Any change of this location shall be pre-approved by the City Manager or his/her designee.

3. **PRICES.** CITY shall pay ALLIANCE \$31.00 per unit hour for each First Responder Service (3 units 24/7/365), and \$148.00 for each blood draw. CITY shall not pay any fee for ambulance service. CITY shall be billed for the previous month's first responder services by the 15th of the following month. The contract price may be amended One (1) year after the effective date of the Agreement if ALLIANCE requests an increase during the month of January 2024 under the following conditions:

A. At that time, ALLIANCE will have the option of holding the preceding year's price constant or submitting new prices based upon verifiable increases in labor contracts or using the State of Michigan, Department of Treasury Inflation Rate Multiplier, whichever is lower.

B. CITY will have the option of accepting the new prices, and extending the contract, or rejecting the requested price increase and seeking new proposals. This provision does not preclude the CITY from seeking new proposals as its sole discretion.

C. If CITY accepts the price increase, the new pricing will not be implemented until the anniversary date of the contract.

D. An increase may be requested in January of each year thereafter subject to the same terms and conditions as stated in this Section.

4. **TERM OF AGREEMENT.** This Agreement shall be in effect for three (3) years, starting January 1, 2023.

Within ninety (90) days of the end of this three (3) year term, CITY may at its option renew this Agreement for three (3) one-year terms, subject to mutual agreement regarding an increase or decrease in the fee based on the same criteria set out in Paragraph 3 of this Agreement. If the fees are different than the fees set out in the original Agreement, then only the fee term of this Agreement will be affected. All other terms and conditions

shall remain in full force and effect. If the parties cannot agree on a new fee for a subsequent one (1) year term, then the Agreement shall be terminated.

5. **TERMINATION OF AGREEMENT.** CITY shall be the sole judge of inadequacy of performance under this Agreement. CITY reserves the right to take any or all of the following actions because of inadequate performance on the part of ALLIANCE.

A. **Inadequate Performance.** The CITY can terminate this Agreement, after providing written notice of inadequate performance to ALLIANCE and affording ALLIANCE an opportunity to respond to the allegations and cure the inadequate performance within seven (7) calendar days. The City Manager shall have the authority to terminate the agreement, subject to the approval of the Troy City Council. In the event that CITY exercises the right to terminate this Agreement, CITY shall provide at least 30 days advance written notice.

B. **Additional Reasons for Termination.** In addition to a termination for inadequate performance, as set forth above, the City Manager may declare ALLIANCE in default and subject to termination of this Agreement, and so notify ALLIANCE thereof, under the following circumstances:

- i. Services or any part of services to be provided under this Agreement have been abandoned or unnecessarily delayed;
- ii. ALLIANCE is willfully violating any of the provisions of this Agreement;
- iii. ALLIANCE is carrying out the provisions of this Agreement in bad faith;
- iv. ALLIANCE has been adjudged bankrupt;
- v. ALLIANCE makes a general assignment for the benefits of its creditors.

6. **INSURANCE REQUIREMENTS.** ALLIANCE shall carry commercial general

liability insurance, workers compensation, motor vehicle liability, and ambulance and professional malpractice liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by CITY. CITY shall be named as an additional insured on the general liability insurance, workers compensation, motor vehicle liability, and ambulance and professional malpractice liability insurance using the following wording: "City of Troy, Troy Police Department, Troy Fire Department, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the City, boards, commissions and/or authorities, or board members, employees, and volunteers are additional insureds."

CITY shall be notified of any cancellation or material change of that insurance immediately. The cancellation clause shall read: "It is understood and agreed that Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to City of Troy, Purchasing Department, 500 W. Big Beaver Rd., Troy, MI 48084." Cancellation of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless ALLIANCE immediately provides proof of renewal of continuous coverage to CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to CITY.

ALLIANCE is responsible for any deductibles under any of the required policies. Within 24 hours after execution of this Agreement, ALLIANCE shall provide CITY with two (2) complete copies of the acceptable Certificates of Insurance complying with all specifications listed above. If any of the insurance policies expire during the term of the Agreement, ALLIANCE shall deliver renewal certificates and/or policies to CITY at least ten (10) days prior to the expiration date.

7. **WORK SAFETY.** ALLIANCE is responsible for work environment safety,

including but not limited to, all federal, state and local laws, ordinances and regulations.

8. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, ALLIANCE agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy, the Troy Police Department and the Troy Fire Department against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, Troy Fire Department, Troy Police Department, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by ALLIANCE as outlined in this Agreement or as relating to or resulting from those activities.

9. **ASSIGNMENT OF AGREEMENT/INDEPENDENT ALLIANCE:** ALLIANCE shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from CITY. ALLIANCE acknowledges that it is an independent contractor with no authority to bind CITY to any contracts or agreements, written or oral.

10. **NOTICE:** All written notices to be given under this Agreement shall be mailed by first class mail to the other party at its last known address.

11. **GOVERNING LAW AND JURISDICTION:** This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan or in the Eastern District of Michigan Federal Court.

12. **HEADINGS.** Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

13. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

14. **AUTHORITY TO EXECUTE.** By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

**WITNESSES:**

**"ALLIANCE"**

ALLIANCE MOBILE HEALTH, a Michigan Corporation

\_\_\_\_\_

\_\_\_\_\_  
Vince Waryas, Executive Director

**"CITY"**

CITY OF TROY, a Michigan Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_  
Ethan Baker, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Aileen Dickson, City Clerk