

AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS **AMBULANCE TRANSPORTATION SERVICES AGREEMENT** (“Agreement”) is entered into and effective as of this 22nd day of **January, 2024** (“Effective Date”), by and between **Trinity Health - Michigan**, a Michigan nonprofit corporation, d/b/a **Trinity Health Livingston Hospital** (“Facility”) and **Livingston County**, a municipal corporation and a political subdivision of the State of Michigan, on behalf of **Livingston County Emergency Medical Services** (“Livingston EMS”). Facility and Livingston EMS may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

WHEREAS, Facility is an acute care hospital located in Livingston County, and desires to obtain professional ambulance and other patient transportation services (collectively, “Transportation Services”) for the transfer of its patients, on twenty-four (24) hours a day, seven (7) days a week basis; and

WHEREAS, Livingston EMS is licensed by the State of Michigan to provide emergency, basic, and mobility transportation services in Livingston County and is the only ambulance services provider in Livingston County; and

WHEREAS, Livingston EMS has the necessary equipment, training, and expertise to provide such Transportation Services to Facility; and

WHEREAS, on the terms and subject to the conditions set forth herein, Facility desires to retain Livingston EMS, and Livingston EMS desires to be retained by Facility, to provide Transportation Services to patients of Facility.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I **RESPONSIBILITIES OF LIVINGSTON EMS**

1.1 **Provision of Services.** Livingston EMS agrees to provide Transportation Services to patients of Facility pursuant to the terms and conditions set forth herein. Livingston EMS shall maintain sufficient ambulances and other medical transport vehicles to service the reasonable needs of Facility on a twenty-four (24) hour a day basis.

1.2 **Non-Exclusive Agreement.** This Agreement does not confer on Livingston EMS the right to be the exclusive provider of any type of services to Facility. The Parties acknowledge and agree that the execution of this Agreement is not a guarantee of future work or of any minimum payment or volume commitment.

1.3 **Timeliness of Service.** Livingston EMS shall provide all Transportation Services hereunder on a timely basis. Livingston EMS shall be in compliance with this Section 1.3 so long as the following arrival times are adhered to:

- a. **Scheduled Transports.** For scheduled transports, defined as pick-ups that are scheduled 2 hours or more in advance, Livingston EMS shall arrive at Facility within 60 minutes of the appointment time.

- b. Unscheduled Transports. For unscheduled transports, defined as pick-ups scheduled less than 2 hours in advance, Livingston EMS arrives at Facility within 60 minutes of the appointment time.
- c. Long Distance Transports. For transports in excess of 50 miles, Facility and Livingston EMS shall mutually agree upon an appointment time.

In the event Livingston EMS will not be able to arrive at Facility within the time periods set forth above, Livingston EMS shall immediately notify Facility. With respect to each request for Transportation Services, if Livingston EMS should notify Facility that Livingston EMS is unable to provide such Transportation Services in a timely manner, then Facility shall have the right to cancel such Transportation Services without charge or penalty.

1.4 Disaster Services. Upon the occurrence of a major disaster or other occurrence that requires the evacuation of patients from Facility, Livingston EMS agrees to provide Transportation Services and other support to Facility. Facility acknowledges and agrees that such Transportation Services and other support shall be subject to (i) the equipment and manpower availability of Livingston EMS, (ii) any other contractual obligations of Livingston EMS then in effect, and/or (iii) any obligations imposed by federal, state or local governmental authorities under applicable emergency management or disaster plans.

1.5 Certifications and Licenses. Livingston EMS shall maintain all permits, certifications, and licenses required by state or local governmental authorities in connection with the provision of Transportation Services.

1.6 Qualifications of Personnel. All personnel employed by Livingston EMS in connection with the furnishing of Transportation Services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. Livingston EMS agrees to furnish reasonable proof of such qualifications to Facility upon request.

1.7 Insurance. During the Term of this Agreement, Livingston EMS shall maintain, at its own cost and expense, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Facility, the following insurance coverage types and limits:

- a. Professional Liability insurance for services provided in relation to this Agreement with primary limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.
- b. Commercial General Liability insurance covering against bodily injury, property damage, contractors' products and completed operations, personal and advertising injury and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Facility must be included as an additional insured at all times during the term of this Agreement or any extension thereof.
- c. Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Facility must be included as an additional insured at all times during the term of this Agreement or any extension thereof.

- d. Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee.

Livingston EMS shall provide Facility with satisfactory evidence of such insurance upon request. Livingston EMS shall notify Facility of the termination of such insurance or any reduction in the amounts of such insurance.

1.8 Facility Notification. Livingston EMS shall keep Facility advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Livingston EMS's obligations under this Agreement. Livingston EMS agrees to meet with Facility on an as-needed basis to review such policies, procedures, and activities.

1.9 Patient Valuables. Livingston EMS shall document the receipt of any patient valuables, shall assume custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility.

1.10 Representations of Livingston EMS. Livingston EMS represents and warrants to Facility as follows: (i) neither Livingston EMS nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs, as the same are defined in 42. U.S.C. §1320a-7b(f) ("Federal Health Care Programs"), (ii) Livingston EMS has not been convicted of a criminal offense related to the provision of health care items or services; and has not been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of Livingston EMS's knowledge, Livingston EMS is not under investigation or otherwise aware of any circumstances that may result in Livingston EMS or any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, and/or affiliates being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Livingston EMS agrees to immediately notify Facility upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Facility the right to immediately terminate this Agreement.

1.11 Non-Discrimination. Livingston EMS agrees that it shall not discriminate in the provision of Transportation Services based on a patient's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis, including, without limitation, the filing by a person of any complaint, grievance, or legal action against Facility, Livingston EMS, or any payor.

1.12 Standard of Care. Livingston EMS shall use reasonable efforts to ensure that all Transportation Services are provided in a safe, orderly, and efficient manner, and in accordance with the relevant standards of care for suppliers of such services. Livingston EMS represents and warrants to Facility that: (i) Livingston EMS is fully competent to perform the Services and (ii) Livingston EMS shall have and maintain sufficient expertise, resources, facilities, and capacity to assure that its Services shall be diligently and timely performed in accordance with the terms and conditions of this Agreement. All Transportation Services furnished by Livingston EMS hereunder shall be rendered in compliance with all applicable laws, rules, regulations, OIG compliance program guidance for ambulance suppliers, professional standards, and licensure requirements.

ARTICLE II
RESPONSIBILITIES OF FACILITY

2.1 Livingston EMS Notification. Facility shall keep Livingston EMS advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Facility's obligations under this Agreement. Facility agrees to meet with Livingston EMS on an as needed basis to review such policies, procedures, and activities.

2.2 Timeliness of Payment. Facility agrees to reimburse Livingston EMS within forty-five (45) days of receipt of Livingston EMS's invoice for Transportation Services pursuant to Section 4.3(b) below. Notwithstanding the above, Facility may withhold payment on any invoiced amounts reasonably disputed in good faith under this Agreement. Facility shall (i) provide Livingston EMS notice of any disputed amounts (which notice may be provided by e-mail), including a reasonable explanation to support the withholding of any disputed amounts; and (ii) timely pay any undisputed amounts on the invoice. Such nonpayment by Facility shall not constitute a breach of any payment obligations and the parties shall work together in good faith to resolve the dispute within ninety (90) days. If after ninety (90) days Livingston EMS and Facility have been unable to resolve a payment dispute, such nonpayment may constitute a breach. Livingston EMS shall continue performing its obligations in accordance with this Agreement notwithstanding any such dispute or actual or alleged nonpayment that is the subject of the dispute, pending its timely resolution.

2.3 Non-Exclusive Provider. Facility and Livingston EMS acknowledge and agree that Livingston EMS is not the exclusive provider of Transportation Services to patients of Facility. Facility retains sole and absolute discretion to use Livingston EMS or another supplier of Transportation Services.

2.4 Representations of Facility. Facility represents and warrants to Livingston EMS as follows: (i) neither Facility nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs, (ii) Facility has not been convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of Facility's knowledge, neither Facility or any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is under investigation or otherwise aware of any circumstances that may result in Facility being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Facility agrees to notify Livingston EMS upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Livingston EMS the right to immediately terminate this Agreement.

ARTICLE III
TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for an initial term of one (1) year ("Initial Term"), unless earlier terminated in accordance with Section 3.2. At the end of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one (1) year renewal terms. The Medicare fee schedule contained within Appendix A shall be updated annually consistent with government rate schedules.

3.2 Termination. This Agreement may be terminated as follows:

- a. At any time by mutual written agreement of the parties.
- b. By either party, with or without cause, upon ninety (90) days prior notice to the other party.
- c. By either party upon written notice to the other party if the other party is in default of the performance of any material obligation imposed under this Agreement and the default has not been substantially cured to the satisfaction of the non-defaulting party within thirty (30) days following receipt by the defaulting party of written notice of default.
- d. By Facility if termination is necessary, in the good faith belief of Facility's counsel, to: (i) preserve the tax-exempt status of Facility; (ii) preserve Facility's ability to receive or retain the proceeds of tax exempt bonds; (iii) preserve Facility's ability to participate or receive reimbursement under the Medicare, Medicaid or other insurance or managed care program; (iv) preserve Facility's licensure or accreditation; or (v) prevent exposing the Facility to civil or criminal penalties or to comply with applicable state or federal laws and regulations.

ARTICLE IV **FINANCIAL TERMS**

4.1 Determination of Payor. Livingston EMS shall be responsible for determining in good faith the correct payor(s) for each Transportation Service furnished under this Agreement and for billing the correct payor(s) in accordance with Livingston EMS's standard billing, payment, and collection practices. Livingston EMS shall make such determinations in accordance with all applicable laws, rules and regulations, including, without limitation, (i) the applicable provisions of the Social Security Act, the Code of Federal Regulations, the Online Manual System and all other administrative rules or guidance issued by the Centers for Medicare and Medicaid Services ("CMS") in connection with the federal Medicare or Medicaid programs, (ii) any other applicable laws, regulations or administrative rules issued by governmental agencies in connection with Medicaid and any other federal or state health care programs, and (iii) the published policies and procedures of any third-party payors. Livingston EMS shall bill and collect payment for Transportation Services directly from the patients or patient's guarantor when the Transportation Service is initiated or requested by the patient or the patient's legal representative (e.g., patient requests transfer and treatment at an outside medical facility). Facility agrees to assist Livingston EMS in obtaining patient and/or third-party billing information and to otherwise cooperate with Livingston EMS's efforts to determine the correct payor(s) to be billed for all Transportation Services.

4.2 Facility Payment.

- a. In no event shall Livingston EMS bill Facility for emergency Transportation Services where the patient pickup originates in the community or from an outside health care facility (acute care hospital, skilled nursing facility, etc.).
- b. For medically necessary Transportation Services provided to patients that are located at Facility's Howell or Brighton campus, Livingston EMS shall bill the appropriate governmental or third-party payor for the Transportation Service. In the event Livingston EMS's claim for payment is denied by the governmental or third-party payor, Livingston EMS shall make a reasonable attempt to appeal the denial through the payor's claims denial process and/or resubmit the claim with additional detail. Facility shall assist Livingston EMS as needed in obtaining details regarding medical necessity. If the appeal is unsuccessful, Livingston EMS may bill Facility for the Transportation Service according to the rates listed on the attached Appendix A.

- c. For Transportation Services requested by Facility in order to effectuate a timely discharge of patients back to the community or to a next site of care, Livingston EMS may bill Facility according to the rates listed on Appendix A if the Transportation Service is unable to be billed to a governmental or third-party payor.

Within thirty (30) days of the end of each calendar month during the Term hereof, Livingston EMS shall deliver an invoice for all Transportation Services provided during such month for which Facility is responsible for payment. Each invoice shall set forth the aggregate amount due to Livingston EMS for all Transportation Services rendered during the previous month, together with the following information for each transport: date of service, level of service provided (e.g. ALS, BLS, etc.), origin and destination, evidence of insurance denying the claim and an unsuccessful appeal of the claim (where applicable), and such other information as Facility may reasonably request.

The rates offered in Appendix A are based on the Medicare Part B fee schedule and shall be automatically updated throughout the Term (including any renewal terms) to align with any changes or updates to the Medicare fee schedule from CMS.

ARTICLE V **CONFIDENTIALITY; RECORDS; HIPAA**

5.1 Confidentiality. The parties agree to keep confidential the terms of this Agreement, and neither party shall disclose the terms, provisions, or other subject matter of this Agreement to third parties, unless expressly permitted by this Agreement, or otherwise required by applicable law or by order of a court or governmental agency with appropriate jurisdiction.

5.2 Availability of Records. Livingston EMS and Facility agree to make billing and medical records related to this Agreement available for inspection and/or audit, upon the reasonable request of the other party.

5.3 Patient Records. Livingston EMS shall retain all transfer records and other documentation for such period as may be required by applicable law, including, without limitation, the mandatory record retention periods under Medicare and Medicaid. Upon request, Livingston EMS agrees to provide such patient records and other documentation to the Secretary of Health and Human Services, the state Attorney General, or any other duly authorized governmental agency.

5.4 HIPAA Requirements. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d et. seq. (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations set forth in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, 162, together with all regulations promulgated thereunder, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §1320d), except as permitted by the HIPAA Requirements. Facility and Livingston EMS acknowledge and agree that 45 C.F.R. §164.506(c)(3) expressly permits the sharing of Protected Health Information between covered entities in connection with the payment activities of the entity receiving such information, and nothing in this Agreement shall be construed as creating a “business associate” arrangement between the parties, as such term is defined under Federal Privacy Regulations.

ARTICLE VI
INDEMNIFICATION

6 **Indemnification.** To the extent permitted by law, and without waiving governmental immunity or other immunity provided by law, each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

ARTICLE VII
MISCELLANEOUS

7.1 **Compliance.** Each party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement. The purpose of this Agreement is to enter into a commercially reasonable and fair market value arrangement for the provision of Transportation Services to patients in the community served by Facility and Livingston EMS. The parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the "Antikickback Statute"). Neither Facility nor Livingston EMS are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs. Payment hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program.

7.2 **Independent Contractors.** Each party hereto, in performing their respective duties under this Agreement, shall be operating as an independent contractor; and nothing in this Agreement shall be deemed or construed in any manner as establishing a joint venture, partnership, association, franchisor/franchisee or other joint business relationship between the parties.

7.3 **Incorporation of Appendices.** The Appendices to this Agreement are hereby incorporated into this Agreement and made a part hereof.

7.4 **Final Agreement; Amendments; Waivers.** This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment, modification or waiver of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. The waiver of any provision of this Agreement in a single instance shall not constitute a permanent waiver of such provision or a waiver of any other provision herein.

7.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including the remaining provisions, shall remain in full force and effect as if such invalid or unenforceable provision had never been included.

7.6 Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

7.7 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by an authorized representative of the party giving such notice, and shall be delivered either in person, by certified or registered mail, return receipt requested, via facsimile (with answer back confirmation), or by Federal Express or other nationally recognized overnight courier service to the other parties at the addresses listed below:

If to Facility: Trinity Health Livingston Hospital
620 Byron Rd.
Howell, MI 48843
Attention: President

If to Livingston EMS: Livingston County EMS
1911 Tooley Road
Howell, MI 48855-8703
Attention: Dave Feldpausch

Each party may change its address for notices by delivering notice of such to the other party in accordance with this Section 7.6.

7.8 Assignment; Successors. Neither party may assign, delegate, or transfer this Agreement, or any of such party's rights or duties hereunder without the prior written consent of the other party hereto, which consent may be withheld by such party in its sole and absolute discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

7.9 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and to their respective successors and permitted assigns, and it is not the intention of the parties to confer any right to any third-party or to any person not expressly a party hereto or thereto.

7.10 Force Majeure. Neither Livingston EMS nor Facility shall be liable to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the Facility. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

7.11 Further Assurances. Each party agrees that, upon request of the other, it shall from time to time execute and deliver to such other party all instruments and documents of further assurance or otherwise and shall do any and all acts and things as may be reasonably required to carry out the obligations of the parties hereunder.

7.12 Dispute Resolution. Livingston EMS and Facility will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher level managers of the parties, if necessary.

7.9 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Michigan, without regard to the conflict of laws principles thereof.


7.10 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together but one and the same document.

IN WITNESS WHEREOF, the parties have caused this Transportation Services Agreement to be executed as of the date first set forth above.

FACILITY: Trinity Health Michigan d/b/a Trinity Health Livingston Hospital

By: _____
Name: John O'Malley
Title: President
Date: _____

LIVINGSTON COUNTY

By: 
Name: Nathan Burd
Title: County Administrator
Date: 1/22/2024

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS - 12/27/2023

APPENDIX A

SCHEDULE OF PAYMENT RATES FOR TRANSPORTATION SERVICES

This Appendix A is a part of that certain Transportation Services Agreement, dated January 22, 2024 by and between Trinity Health Livingston Hospital (Facility) and Livingston EMS. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement. In the event of a conflict between this Appendix and the Agreement, the provisions of this Appendix A shall control.

LEVEL OF CARE	MEDICARE RATE
BLS Non Emergency (A0428)	269.33
BLS Emergency (A0429)	430.93
ALS1 Non Emergency (A0426)	323.2
ALS1 Emergency (A0427)	511.73
ALS 2 (A0433)	740.67
SCT (A0434)	875.34
Mileage (A0425)	8.71
TNT (A0998)	0
Wait Time ½ Hour (A0420)	0