
The City of Traverse City

Office of the City Attorney

GOVERNMENTAL CENTER

400 Boardman Avenue

Traverse City, MI 49684

(231) 922-4404

(231) 922-4476 Fax



April 2, 2019

Fire Chief David Cuttway
Green Lake Township Fire and EMS
9394 10th Street
Interlochen, MI 49643

RE: Inter-Agency Emergency Medical Services Agreement

Dear Mr. Cuttway

Please find enclosed a fully executed Agreement for your files dated January 1, 2019..

Sincerely,

A handwritten signature in blue ink that reads "Cindy Laurell".

Cindy Laurell
Paralegal to the City Attorney

csl/

**Inter-Agency Emergency
Medical Services
Agreement**

Traverse City Fire Department

&

Green Lake Township Fire & EMS

Dated: 1 / 1, 2019

Inter-Agency Emergency Medical Services Agreement

This Agreement is entered into by and between Traverse City Fire Department, City of Traverse City, and Green Lake Township Fire & E.M.S, Green Lake Township, Grand Traverse County.

RECITALS

In entering into this Agreement, the parties above attest to the following as it pertains to their respective agency:

- Green Lake Township Fire & EMS is the Township entity that provides emergency medical services as “Green Lake Township Ambulance”.
- Green Lake Township Fire & EMS is licensed by the State of Michigan to provide Basic Life Support (“BLS”) emergency medical services within the geographic boundaries of Green Lake Township, Grand Traverse County, Michigan.
- Traverse City Fire Department (“TCFD”) is licensed by the State of Michigan to provide Advanced Life Support (“ALS”) Emergency Medical Services within the geographic boundaries of City of Traverse City, Grand Traverse County, Michigan.
- Traverse City Fire Department (“TCFD”) is not legally bound to respond to emergency medical service calls from Green Lake Township Fire & EMS (“Green Lake Township Ambulance”).
- There is an occasional need in Green Lake Township for ALS emergency medical services to support the BLS emergency services provided by Green Lake Township Fire & EMS (“Green Lake Township Ambulance”).
- Under most circumstances Traverse City Fire Department (“TCFD”) is the closest agency providing ALS service to Green Lake Township Fire & EMS (“Green Lake Township Ambulance”).
- Responsibility for Aid: The personnel and equipment of the TCFD shall cooperate with the direction of the Green Lake Township Fire & EMS or the Incident Commander. However, if the TCFD is licensed higher than the Green Lake Township Fire & EMS, or the TCFD is staffed with a higher licensed individual than those on the Green Lake Township Fire & EMS, the higher licensed personnel and units will assume responsibility for patient care pursuant to PA 368 of 1978, Part 209. For purposes of this Agreement the Incident Commander is the senior fire official from the Fire Department having jurisdiction on the scene who is in charge of the emergency scene. An exception to this command is if the Township Incident Commander is an EMT-Basic, and the TCFD responds with a Paramedic level of licensure. In that case the Paramedic is in charge of patient care, not the EMT-Basic Incident Commander.

Terms & Conditions

In consideration of the above, the parties agree to the following terms and conditions:

1. TCFD will make available to Green Lake Township Ambulance on a 24 hour/day, 7 day/week basis Advance Life Support (ALS) services on either an automatic dispatch basis in accordance with Priority Medical Dispatched guidelines adopted by Grand Traverse County Central Dispatch, or on a request basis provided such personnel are not involved in another emergency response and/or are otherwise unavailable.
2. Whenever TCFD provides Advanced Life Support services to patients transported by Green Lake Township Ambulance, Green Lake Township Ambulance may bill the patient and/or his or her insurance carrier(s) for both BLS and ALS services provided. Regardless of whether Green Lake Township Ambulance bills and/or collects for these services, Green Lake Township Ambulance will pay TCFD an ALS intercept fee of as reflected in the current Fee Schedule, attached hereto and incorporated herein by reference (**Attachment A**). TCFD shall have no additional claim to any amounts collected by Green Lake Township Ambulance arising from this transport. This amount will be paid to TCFD within sixty (60) days following the date the service was provided.
3. All payments due the TCFD under the terms of this Agreement shall be made payable to "City of Traverse City" and mailed to: 400 Boardman Ave., Traverse City, MI 49684.
4. If TCFD responds to a request in Green Lake Township but the patient is transported by Green Lake Township Ambulance without any patient contact by TCFD, or TCFD is cancelled in route, Green Lake Township Ambulance may bill for the entire transport and TCFD shall have no additional claim to any amounts collected by Green Lake Township Ambulance arising from this transport.
5. Whenever TCFD responds to a request in Green Lake Township for Advanced Life Support and patient contact is made, and the patient is assessed by TCFD, and TCFD releases the patient to basic transport by Green Lake Township Ambulance, or the patient refuses transport, Green Lake Township shall pay TCFD a patient assessment fee as reflected in the current Fee Schedule (**Attachment A**).

In this circumstance Green Lake Township Ambulance may bill the patient and/or his or her insurance carrier(s) for the services provided. Regardless of whether Green Lake Township Ambulance bills and/or collects for these services, Green Lake Township shall pay TCFD the patient assessment fee and TCFD shall have no additional claim to any amounts collected by Green Lake Township Ambulance arising from this response. This amount will be paid to TCFD within sixty (60) days following the date the service was provided.

6. If TCFD responds to a request in Green Lake Township and the patient is transported by TCFD, whether Green Lake Township Ambulance units and/or personnel respond or not, TCFD shall retain the right to bill the patient and/or his or her insurance carrier(s) for the entire transport and Green Lake Township Ambulance shall have no additional claim to any amounts collected by TCFD arising from this transport.
7. If TCFD responds to a request in Green Lake Township and renders Advanced Life Support care but the patient is not transported TCFD shall retain the right to bill the patient and/or his or her insurance carrier(s) its customary charges for those services rendered and Green Lake Township Ambulance shall have no additional claim to any amount collected by TCFD for those services. Likewise Green Lake Township Ambulance shall retain the right to bill the patient and/or his or her insurance carrier(s) its customary charges for their services rendered and TCFD shall have no additional claim to any amounts collected by Green Lake Township Ambulance for those services.
8. In situations involving multiple simultaneous emergency requests and/or situations involving multiple casualties in either the Green Lake Township Ambulance or TCFD primary services areas, each agency agrees to provide emergency medical services to the best of its ability in the other's primary service area in accordance with a separate mutual aid agreement. In doing so, each agency retains the right to bill the patient(s) receiving services and/or their insurance carrier(s) and collect for these services without rights by the other agency to any amounts collected and without compensation from the agency to which the mutual aid was provided.
9. It is agreed that in the event of simultaneous emergency medical services requests in Green Lake Township, requests will be responded to in the order deemed most appropriate by the EMS personnel available at the time of the requests. Generally, requests will be responded to in the order received utilizing the closest, most appropriate personnel and apparatus and utilizing other agencies under existing mutual aid agreements as indicated.
10. In the event that TCFD is unable to provide ALS services to Green Lake Township Ambulance due to other coinciding emergency medical service requests, the next closest and/or most appropriate ALS agency shall be requested.
11. In the performance of services rendered under this Agreement, no person shall be considered as an employee, agent, legal representative, or partner of the other agency for any purpose.
12. Each agency shall retain sole ownership of all equipment and apparatus purchased by, or donated to their respective agency. Neither agency shall be liable for damage to any equipment or apparatus owned by the other agency incurred in the provision of services under this Agreement with the exception of damage incurred through the

gross negligence and/or willful misconduct of employee(s) or agents(s) of the other agency.

13. This Agreement shall be effective as of January 1st, 2019 and shall continue until January 1, 2020 (the "Initial Term"). The Agreement shall renew automatically after its Initial Term and shall remain in effect until terminated by any party with or without cause upon sixty (60) days prior written notice. Green Lake Township will remain responsible for payment to TCFD for all ALS intercept services as outlined in Paragraphs 2 and 5 of this Agreement rendered prior to the date this Agreement is terminated.
14. The Supervisor of Green Lake Township and the Manager of City of Traverse City along with the Fire Chiefs of TCFD and Green Lake Township Fire & E.M.S shall meet in October of every year this Agreement is in effect to review the terms of this Agreement if any party to this Agreement requests to hold an annual meeting.
15. Other Agreements: It is not the parties' intent by any provisions of this Agreement to affect the terms of any other agreement with respect to advanced life support ambulance services. This Agreement is intended to work in concert with any other existing agreement between the parties relating to mutual aid.
16. In the event of a dispute between the parties regarding the services provided under this Agreement, other than the timeliness of payment, the Supervisor of Green Lake Township and the Manager of the City of Traverse City, along with the Fire Chiefs of TCFD and Green Lake Township Fire & EMS shall meet at the request of either party to discuss and resolve the issue(s). This meeting shall take place as soon as possible but not more than fifteen (15) days following notice of request to meet. In the event that the issues(s) cannot be satisfactorily resolved either party may terminate this Agreement in accordance with Paragraph 13 above.
17. In the unlikely event that payments for ALS intercept services rendered as provided for in Paragraphs 2 and 5 of this Agreement are not received within thirty (30) days following the date(s) due as outlined in this Agreement, the Agreement shall be considered automatically terminated. In such cases, TCFD shall retain the right to collect any and all amounts owed by Green Lake Township through whatever means it deems appropriate.
18. The parties recognize that this Agreement is subject to applicable state, local, and federal law as they may be amended from time to time. Any provisions of law that invalidate or otherwise conflict with the terms of this Agreement shall be deemed to supersede the terms of this Agreement. In such instances, the parties shall initiate efforts to modify the terms of this Agreement to be consistent with the requirements of law in order to effectuate the purpose and intent of this Agreement.

19. Any notice or other communication by party to the other parties shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, first class mail addressed as follows:

To: Green Lake Township Fire & E.M.S: Green Lake Township Fire & E.M.S

_____, MI 496__
Attn: Fire Chief

To: Green Lake Township Office:

Green Lake Township
9394 10th Street
Interlochen, MI 49643
Attn: Township Supervisor

To: Traverse City Fire Department:

T.C.F.D
500 W. Front St.
Traverse City, MI 49684
Attn: Fire Chief

To: City of Traverse City:

Governmental Center
400 Boardman Ave.
Traverse City, MI 49684
Attn: City Manager

or to such other address, and to the attention of such other person or officer as a party may designate in writing.

20. No Party shall assign its rights, duties or obligations under this Agreement without prior written approval of the other parties.

21. This Agreement shall be governed by the laws of the State of Michigan.


22. The failure of any party to strictly enforce any provisions of this Agreement shall not be construed as a waiver thereof or as excusing the defaulting party from future performances.

23. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between parties not embodied herein shall be of any force or effect.

ACCEPTANCE


The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

CITY OF TRAVERSE CITY

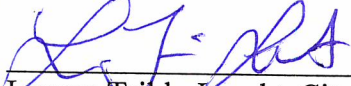
By 
James C. Carruthers, Mayor

By 
Benjamin C. Marentette, City Clerk

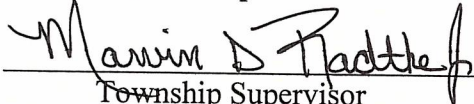
APPROVED AS TO SUBSTANCE:


Martin A. Colburn, City Manager

APPROVED AS TO FORM:

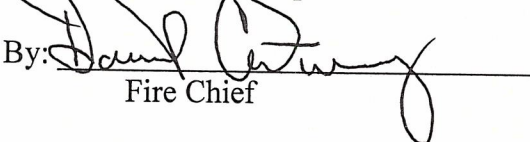

Lauren Tribble-Laucht, City Attorney

Green Lake Township

By: 
Township Supervisor

Date: February 28, 2020¹⁹

Green Lake Township Fire & E.M.S

By: 
Fire Chief

Date: February 28, 2020¹⁹

Attachment A - Fee Schedule

BLS—NE **600.00** Pre-assigned/scheduled transport. Ex: Hospital to nursing home.

BLS-E **600.00** Applicable for patient **transports** that originate in an emergent immediate response. This includes BLS level patient assessment, use of BLS care equipment, and/or performance of BLS techniques only. Mileage and Oxygen fees are assessed in addition to the BLS Base fee.

ALS- 1 **700.00** Applicable for patient **transports** that include ALS level patient assessment or at least one ALS intervention. Mileage, Oxygen, and Additional ALS Procedure fees, if applicable, are assessed in addition to the ALS-1 Base fee.

ALS-2 **725.00** Applicable for patient **transports** that include ALS level patient assessment, use of ALS care equipment, and/or performance of ALS techniques that include: (1) At least three separate administrations of one or more medications by IV/IO or by continuous infusion (excluding crystalloid fluids) or (2) At least one of the ALS-2 procedures listed below:

- a. Defibrillation/Cardioversion
- b. Endotracheal Intubation
- c. Central Venous Line
- d. Cardiac Pacing
- e. Chest Decompression
- f. Surgical Airway/ Cricothyrotomy
- g. Intraosseous Line

Mileage, Oxygen, and Additional ALS Procedure fees, if applicable, are assessed in addition to the ALS-2 Base fee.

Additional ALS Procedure 200.00 Charge is a single, flat fee applicable whenever any ALS level procedure other than IV therapy and standard (3 or 4-lead) electrocardiogram monitoring is performed. This includes but is not limited to:

- a. External Cardiac Pacing
- b. Manual and/or Mechanical Ventilation
- c. Continuous Positive Airway Pressure (CPAP)
- d. IV Medication Infusion pump
- e. 12-lead EKG

ALS Intercept 450.00 Applicable for patient transports performed by another agency vehicle with primary ALS care provided by TCFD personnel and equipment on board the other agency vehicle. Charge includes ALS level patient assessment, use of all applicable ALS care equipment, and/or performance of all applicable ALS techniques. The **ALS Intercept** fee is a "flat" fee. Mileage, oxygen, and additional ALS procedure fees are NOT assessed in addition to the intercept base fee.

Assessment/Treatment/No transport 375.00 Applicable whenever TCFD personnel perform any BLS or ALS treatment procedures but the patient is NOT transported. (This includes cardiopulmonary arrest situations when TCFD personnel initiate resuscitation but efforts are discontinued at the scene and the patient is not transported.) Note: Applicable Oxygen Administration and Additional ALS Procedures charges apply in addition to the Assessment/Treatment/Non-Transport charge.

DOA/No Resuscitation 375.00 Applicable in Cardiopulmonary Arrest situations where TCFD personnel make an assessment and determine that resuscitation efforts are not indicated/the patient is pronounced DOA. If resuscitation efforts are initiated and then terminated at the scene prior to transport, the **Assessment /Treatment/No Transport, Additional ALS Procedures and Oxygen** fees apply.

Mileage 13.50 Mileage is charged per "loaded" mile traveled from point of patient pickup to point of delivery. Odometer "tenths" are to be rounded to the next highest full mile.

Oxygen 50.00 Applicable whenever supplemental oxygen is administered in the course of BLS or ALS level care. Oxygen administration fee is billed as a flat fee. Charge includes the cost of the gas delivered and disposable delivery device(s) with the exception of manual/mechanical ventilation devices and airway devices which are "Additional ALS Procedure" charges.

Medical Examiner 375.00 This fee is applicable whenever TCFD personnel assist with body removal or assist the Medical Examiner's office with handling any post death examination or records assistance.

Medical Stand-By Actual costs Hourly fee applicable for dedicated TCFD personnel and apparatus stand-by's on premises. Minimum Charge: 1-hour. Partial Hours are charged to the next full hour.