

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 15, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001013
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Metropolitan Health Care, Inc. Concord EMS 1632 John Papalas Drive Lincoln Park, MI 48146 tomb@concordems.com	TELEPHONE Thomas Buckles (313) 386-9400
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7396 Andy Ghosh, CPPB
Contract Administrator: Dr. Ruby Roc, M.D. Ambulance Services – Michigan Department of Community Health Walter Reuther Psych Hospital	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2009	
TERMS Net, 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** through **September 30, 2009**.
All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of DCH and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT: \$141,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

August 9, 2007

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B3001013
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Metropolitan Health Care, Inc. Concord EMS 1632 John Papalas Drive Lincoln Park, MI 48146 tomb@concordems.com	TELEPHONE Thomas Buckles (313) 386-9400
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7396 Andy Ghosh, CPPB
Contract Administrator: Dr. Ruby Roc, M.D. Ambulance Services – Michigan Department of Community Health Walter Reuther Psych Hospital	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2008	
TERMS Net, 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through September 30, 2008, and \$24,000.00 is added to the Contract. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DCH

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$141,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

February 23, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001013
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Metropolitan Health Care, Inc. Concord EMS 1632 John Papalas Drive Lincoln Park, MI 48146	TELEPHONE Thomas Buckles (313) 386-9400
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7396 Andy Ghosh, CPPB
Contract Administrator: Dr. Ruby Roc, M.D. Ambulance Services – Michigan Department of Community Health Walter Reuther Psych Hospital	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS Net, 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, the Contract Compliance Inspector for this Contract is Dr. Ruby Roc, M.D. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DCH

ESTIMATED CONTRACT VALUE REMAINS: \$117,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 18, 2002

NOTICE
TO
CONTRACT NO. 071B3001013
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Metropolitan Health Care, Inc. Concord EMS 1632 John Papalas Drive Lincoln Park, MI 48146	TELEPHONE Thomas Buckles (313) 386-9400
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7368 Corinne Sackrider
Contract Administrator: Chief of Safety Ambulance Services – Michigan Department of Community Health Walter Reuther Psych Hospital	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS Net, 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of **ITB #071I2000355**, this Contract Agreement and the vendor's quote dated **8/26/02**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$117,000.00**

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

CONTRACT NO. 071B3001013

**between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Metropolitan Health Care, Inc. Concord EMS 1632 John Papalas Drive Lincoln Park, MI 48146	TELEPHONE Thomas Buckles (313) 386-9400
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7368 Corinne Sackrider
Contract Administrator: Chief of Safety Ambulance Services – Michigan Department of Community Health, Walter Reuther Psych Hospital	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS <p style="text-align: center;">Net, 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I2000355, this Contract Agreement and the vendor's quote dated 8/26/02. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$117,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 071I2000355](#). Orders for delivery of equipment will be issued directly by the [Department of Community Health, Walter Reuther Psych Hospital](#) through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature Corinne Sackrider, Buyer Specialist</p> <hr/> <p style="text-align: center;">Name Tactical Purchasing, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
--	--



STATE OF MICHIGAN

DEPARTMENT OF MANAGEMENT AND BUDGET

ACQUISITION SERVICES

TACTICAL PURCHASING

FOR THE

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

WALTER P. REUTHER PSYCHIATRIC HOSPITAL

AMBULANCE SERVICES



TABLE OF CONTENTS

SECTION I - GENERAL CONTRACT PROVISIONS 1

I-A GENERAL 1

I-B ISSUING OFFICE..... 1

I-C CONTRACT ADMINISTRATOR 1

I-D CONTRACT TERM 2

I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE..... 2

I-F SPECIFICATIONS 2

I-G NO WAIVER OF DEFAULT..... 3

I-H REVISIONS, CONSENTS, AND APPROVALS..... 3

I-I SEVERABILITY 3

I-J SURVIVOR..... 3

I-K GOVERNING LAW 3

I-L RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)..... 3

I-M HEADINGS..... 3

I-N INCURRING COSTS 4

I-O NEWS RELEASES 4

I-P CONTRACTOR RESPONSIBILITIES..... 4

I-Q PERFORMANCE REVIEWS..... 4

I-R AUDIT OF CONTRACT COMPLIANCE 4

I-S SAFETY AND ACCIDENT PREVENTION..... 5

I-T ASSIGNMENT 5

I-U DELEGATION..... 5

I-V DISCLOSURE 5

I-W TAXES..... 5

I-X PRICING..... 5

I-Y ADDITIONAL PRODUCTS/SERVICES 6

I-Z CONTRACTOR'S LIABILITY INSURANCE 6

I-AA INDEMNIFICATION 8

I-BB CONTRACT DISTRIBUTION..... 9

I-CC ACCOUNTING RECORDS..... 9

I-DD NON-DISCRIMINATION CLAUSE 9

I-EE CANCELLATION 10

I-FF NOTICE AND RIGHT TO CURE 11



I-GG ELECTRONIC FUNDS TRANSFER 11
I-HH MODIFICATION OF CONTRACT 11
I-II UNFAIR LABOR PRACTICES 12
I-JJ FORM AND FUNCTION..... 12
I-KK CONTRACT PAYMENT SCHEDULE 12
I-LL ASSIGNMENT OF ANTITRUST CAUSE OF ACTION 12
I-MM ORDERING/CUSTOMER SERVICE 12
I-NN REPORTING..... 13
I-OO TASKS..... 13
I-PP ITEM LISTING/PRICING PAGE 14



SECTION I - GENERAL CONTRACT PROVISIONS

I-A GENERAL

This Contract is to provide ambulance services for the Department of Community Health, Walter P. Reuther Psychiatric Hospital (WRPH). Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such services as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior services, and the State is not obligated to purchase in these or any other quantities. Orders for services will be issued directly to the Contractor by the Walter P. Reuther Psychiatric Hospital on the Purchase Order Contract Release Form.

This Contract is a Unit Price Contract.

The "ship to" address for the Walter P. Reuther Psychiatric Hospital is 30901 Palmer Road, Westland, MI 48186. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

I-B ISSUING OFFICE

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Walter P. Reuther Psychiatric Hospital, hereinafter known as the WRPH. Where actions are a combination of those of Acquisition Services and the WRPH, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Corinne Sackrider
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7368
Sackriderc@michigan.gov

I-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer this Contract on a day-to-day basis during the term of this Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services.



The Contract Compliance Inspector for this project is:

Dr. Ruby Roc, M.D.
Department of Community Health
Walter P. Reuther Psychiatric Hospital
30901 Palmer Road
Westland, MI 48186
(734) 367-8409

I-D CONTRACT TERM

The term of this Contract will be for a five (5) year period and will commence with the issuance of this Contract. This will be from **October 1, 2002** through September 30, 2007. At the sole option of the State, this Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend this Contract.

I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. This Contract resulting from the State's ITB No.071I2000355.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB that contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. This Contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-F SPECIFICATIONS

The Contractor shall have the ability to provide BASIC and ADVANCED life support for emergency medical ambulance treatment and transportation. The Contractor may also be required to transport non-emergency cases to and from WRPB and other health care facilities. Patients of WRPB are considered dangerous to themselves and to others. The Contractor shall have emergency medical technicians trained in handling the mentally ill. Patients may have a variety of injuries.

AFTER BEING CALLED, AMBULANCE SERVICE SHALL ARRIVE AT THE DESIGNATED LOCATION WITHIN TEN (10) MINUTES FOR EMERGENCY SERVICE AND TWENTY (20) MINUTES FOR NON-EMERGENCY SERVICE.

Any incidents involving a patient injury, abuse, serious acting out, neglect or escape shall be verbally reported to the designated WRPB staff. In the event an incident of this nature occurs, a written report shall be required within forty-eight (48) hours. The Contractor shall make all staff available for questioning in regards to an incident or investigation of allegations of abuse or neglect. The Contractor shall also agree to take the appropriate disciplinary action when an employee has been found to have abused or neglected a patient.



The Contractor shall meet with WRPB Administration to review implementation of this Contract.

The Contractor shall bill all third party payers direct services rendered to WRPB patients. Contractor shall provide appropriate information to the Contractor to aid and assist in the billings of third party payers for services rendered. If the patient has no insurance, Contractor shall bill WRPB on a monthly basis.

I-G NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

I-H REVISIONS, CONSENTS, AND APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

I-I SEVERABILITY

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

I-J SURVIVOR

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-K GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-L RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-M HEADINGS

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**I-N INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

I-O NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

I-P CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all Contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

I-Q PERFORMANCE REVIEWS

Acquisition Services in conjunction with WRPB may review with the Contractor their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not be limited to, quality of services being provided, timeliness, accuracy of billings, customer service, completion and submission of required paperwork, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this Contract may be canceled for default.

I-R AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**I-S SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in this Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

I-T ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

I-U DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the Contract unless the Director of Acquisition Services has given written consent to the delegation.

I-V DISCLOSURE

All information in this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices do not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, State, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

I-X PRICING

Prices quoted are the maximum for a period of 365 days from the date this Contract becomes effective.



Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

I-Y ADDITIONAL PRODUCTS/SERVICES

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

I-Z CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to



be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked () below:

1. Commercial General Liability with the following minimum coverage:

\$100,000 General Aggregate Limit other than Products/Completed Operations
\$100,000 Products/Completed Operations Aggregate Limit
\$50,000 Personal & Advertising Injury Limit
\$50,000 Each Occurrence Limit
\$50,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. For Contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

5. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

6. Medical Professional Liability, minimum coverage

\$1,000,000 each occurrence and \$5,000,000 annual aggregate.

**I-AA INDEMNIFICATION****A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software,



commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all WRPB unless other arrangements are authorized by Acquisition Services.

I-CC ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

I-DD NON-DISCRIMINATION CLAUSE

In the performance of this Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-EE CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise



made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-FF NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. The Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (www.state.mi.us/dmb/ofm/).

I-HH MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**



I-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-JJ FORM AND FUNCTION

If the service provided under this Contract does not meet the form and function required by WRPH, they may, subject to State purchasing policies, procure the service from another source.

I-KK CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements shall be forwarded to the designated representative by the 15th day of the following month.

I-LL ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular services purchased or procured by this State pursuant to this transaction.

I-MM ORDERING/CUSTOMER SERVICE

The Contractor's Dispatch Center may be contacted at the following number twenty-four (24) hours per day:

Downriver/Western Wayne County:	(734) 947-9400
Wayne County	(313) 386-9400
Oakland County	(248) 967-9400
Fax Number	(734) 947-1911

These numbers are used for all services provided by the Contractor, which allows the Contractor the ability to provide consistency when servicing our WRPH. In addition, the Contractor shall have the ability to receive written order and Internet capabilities that can be designed to meet the needs of WRPH.

**I-NN REPORTING**

The Contractor shall have the capability to generate reports. These shall include private pay invoices and monthly billing statements (Contracted Facilities) reports, when requested by the State. Examples include itemized report of services by WRPB, open invoice reports, service compliance reports, etc. Concord EMS shall be billing on a monthly basis for the patient transports and other services that WRPB will be responsible for payment. The Contractor shall also provide monthly utilization reports as requested by WRPB. Concord EMS has developed its own data base program which allows the Contractor to customize any information requested by WRPB to meet agency needs and can be generated either monthly or upon request.

I-OO TASKS

1. The Contractor shall provide all equipment, supplies, personnel training and other resources necessary to meet the terms and conditions of this Contract.
2. The Contractor shall be able to provide service twenty-four (24) hours/day, seven (7) days/week.
3. The Contractor shall comply with all rules and procedures for parking and security as required by the WRPB.
4. Each ambulance shall meet all licensing regulations as defined in Act 368 of Public Acts 1978, as amended, and shall be currently licensed in the State of Michigan, County of Wayne, and shall be staffed with a minimum of two (2) Emergency Medical Technicians.
5. All EMT personnel employed by the Contractor shall be fully licensed, meeting all the requirements of Federal and State of Michigan statutes, as well as the County of Wayne ordinances governing such employment.
6. An updated copy of the above licenses (ambulances and personnel) shall be provided to WRPB.
7. The Contractor shall provide the type of ambulance service (ALS or BLS) requested by WRPB in a timely manner. SERVICE SHALL ARRIVE WITHIN TEN (10) MINUTES FOR ALS AND WITHIN TWENTY (20) MINUTES FOR BLS. If Contractor is unable to provide service within the stated time frame, WRPB shall be forced to use other ambulance companies/local fire department and charge Contractor for monies paid over Contractor's fees.
8. All ambulance units shall be equipped according to the Wayne County EMS protocol guidelines.
9. Contractor shall be able to meet the above criteria at least 90% of the time.
10. Any changes in Contractor's company shall be related to WRPB within ten (10) days from change.
11. The Contractor shall bill all third party payers direct for services rendered to WRPB patients. THE CONTRACTOR SHALL ACCEPT THIRD PARTY PAYER REIMBURSEMENT AS PAYMENT IN FULL. The hospital shall provide appropriate information to the Contractor to aid and assist in the billing of third party payers for services rendered. If the patient has no insurance, the Contractor shall bill WRPB price indicated on Contract.



I-PP ITEM LISTING/PRICING PAGE

- 1. BASE RATE FOR ACUTE LIFE SUPPORT (ALS) IS \$200.00 PER CALL,
 TIMES SIX (6) ESTIMATED CALLS PER MONTH = \$1,200.00,
 TIMES SIXTY (60) MONTHS = \$72,000.00.
 THE CHARGE FOR NON-EMERGENCY ALS LOADED MILEAGE RATE IS \$-0-

- 2. BASE RATE FOR BASIC LIFE SUPPORT (BLS) IS \$125.00 PER CALL,
 TIMES SIX (6) ESTIMATED CALLS PER MONTH = \$750.00,
 TIMES SIXTY (60) MONTHS = \$45,000.00.
 THE CHARGE FOR NON-EMERGENCY BLS LOADED MILEAGE RATE IS \$-0-.

- TOTAL CONTRACT AMOUNT: \$117,000.00.

Persons responsible for administering this [Contract](#):

NAME: THOMAS R. BUCKLES	NAME: RICHARD OZIEMSKI
TITLE: PRESIDENT	TITLE: GENERAL MANAGER
PHONE: (313) 386-9400	PHONE: (313) 386-9400
E-MAIL: tomb@concordems.com	E-MAIL: ricko@concordems.com