

**SERVICE CONTRACT
BETWEEN HURON VALLEY AMBULANCE
AND
PITTSFIELD CHARTER TOWNSHIP**

This Agreement is made and entered into this _____ day of _____ 2020, by and between the Pittsfield Township ("Municipality"), a Michigan municipal corporation, whose address is 6227 W. Michigan Ave Ann Arbor MI 48108, and Huron Valley Ambulance, Inc. ("HVA"), a Michigan nonprofit corporation, whose address is 1200 State Circle, Ann Arbor, Michigan 48108. The parties have agreed to the following terms and conditions:

1. The Municipality desires to institute a procedure whereby an individual, qualified by education, training or experience to withdraw blood, shall withdraw blood from suspects in criminal cases under the supervision and delegation of a licensed physician, in accordance with the terms and conditions set forth in MCL257.625a(6)(c), MCL 333.16215 and MCL 333.16109. HVA has agreed to cooperate with the Municipality in its implementation of this procedure.

2. The blood withdrawals will take place in a "medical environment" at or near the Municipalities Police Department, and under the supervision and delegation of a licensed physician. These includes, but is not limited to, ambulances or other similar locations that are under the control of persons qualified to withdraw blood under the statutes of the State of Michigan.

3. The delegation by the physician will occur in accordance with the written protocols attached as Exhibit A, and telephone and/or two-way radio communication between the physician and the HVA personnel qualified to withdraw blood.

4. The delegating physician supervising the blood draw will be physically located at St Joseph Mercy Hospital, or another authorized medical control hospital.

5. HVA agrees to allow its personnel that are qualified to withdraw blood under the statutes of the State of Michigan to facilitate the legally required procedure of withdrawing blood in a medical environment located at or near the Municipalities Police Department.

6. HVA agrees that its personnel will also follow the Washtenaw/Livingston Medical Authority Evidentiary Blood Draw Protocol, implemented April 3, 2020, a copy of which is attached hereto as Exhibit A.

7. To the fullest extent permitted by applicable law, HVA agrees to defend, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality and the Municipality's Police Department ("Municipality Indemnitees") from and against any and all third party claims, demands, suits or loss, including all costs connected therewith (including reasonable attorney's fees), and for any damages which may be asserted, claimed or recovered against or from the Municipality Indemnitees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, to the extent arising out of the negligence of HVA in connection with the execution of its duties as outlined in this Agreement.

8. The parties agree to and will comply with all applicable federal, state and local laws and regulations.

9. The parties agree to and will comply with all applicable federal, state and local laws and regulations.

10. The Municipality agrees to pay HVA \$65.00 per blood draw and an additional \$65.00 if a court appearance by HVA personnel is necessary. The amount charged by HVA to the Municipality for each blood draw and/or court appearance may be adjusted annually, effective on each anniversary date of the Effective Date, upon thirty (30) days written notice from HVA to the Municipality and signed by both parties as provided for in Section 14. HVA agrees to make

its personnel involved in specific blood draws available for court appearances as needed and requested by the Municipality.

11. HVA will invoice the Municipality monthly for blood draws and court appearances. Unless an invoice is disputed, the Municipality will remit payment within thirty (30) days of receipt of each invoice from HVA for blood draws and court appearances.

12. This Agreement may be terminated at any time and for any reason by either party upon thirty (30) days written notice.

13. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior written or oral agreements or communications between the parties. No supplement, modification, or amendment of any term, provision or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.

14. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the authorized representative of the parties ____ day of _____2020.

Huron Valley Ambulance, Inc

BY: _____

Ron Slagell, President and CEO

Pittsfield Charter Township

BY: _____

Mandy Grewal, Township Supervisor

BY: _____

Michelle Anzaldi, Township Clerk

Approved as to form:

James A. Fink
Pittsfield Charter Township Attorney

BY: _____
Matthew E. Harshberger
Director of Public Safety

Exhibit A

Washtenaw/Livingston Medical Control Authority “Emergency” System Protocol EVIDENTIARY BLOOD DRAW

April 2, 2020

Section 15-10

Evidentiary Blood Draw Protocol (optional)

Purpose In order to effectively utilize the resources of the W/L MCA, licensed W/L MCA Life Support Agencies may allow Paramedics working for them to draw a sample specimen of blood as allowed under the delegation of the W/L MCA EMS Medical Director, a licensed physician by the State of Michigan, pursuant to PA 368 (1978) MCL 333.16215 (Public Health Code) and PA 300 (1940) MCL 257.625a (Michigan Vehicle Code) and subsequent amendments reference these Public Acts. This shall be considered a Priority 3 level of service. However, if a patient presents with a medical condition or was involved in a crash or other traumatic incident, the **General Pre-hospital Care** protocol will be initiated. Contact medical control as needed for guidance.

Definitions Consent to Search: Permission given by a person authorizing a law enforcement officer to make a seizure or conduct a search.

Implied Consent: A requirement under Michigan Law; all drivers are to have given their consent for a chemical test upon being arrested for Operating While Intoxicated as part of their application and issuance of a driver's license.

Medical Environment: Any peripatetic area, which is not a freestanding medical facility, that a paramedic obtains a blood sample or specimen (EG: booking area, jail, or other scene where the paramedics may provide medical care).

Warrant: A precept or writ issued by a competent judge or magistrate authorizing a law enforcement officer to make a seizure or conduct a search.

Procedure A paramedic may draw a blood specimen if one of the listed criteria is met:

1. When requested by a law enforcement officer, who provides verbal or written verification from the subject who is in custody, that the subject is voluntarily submitting to an Evidentiary Blood Draw as required by Implied Consent under PA 300 (1940) MCL 257.625a (Michigan Vehicle Code).
2. When requested by a law enforcement officer, who is in possession of a consent to search form duly signed by the subject in custody
3. When requested by a law enforcement officer, who is in possession of a search warrant duly signed by a magistrate or judge.

This procedure is done at the delegation of the W/L MCA EMS Medical Director, a licensed physician, and under the supervision and at the direction of medical control, to draw blood for the purposes of

determining the presence of alcohol and/or drugs as allowed for in PA 368 (1978) MCL 333.16215 (Public Health Code) in a Medical Environment.

Pre-Radio PARAMEDIC

1. Obtain blood draw kit from law enforcement officer and only use the provided contents within the kit for collection.
2. Sample shall be obtained in the presence of a law enforcement officer.
3. Do not use alcohol or alcoholic solutions to sterilize skin surface, needle or syringe.
4. In the presence of a law enforcement officer tell the subject that no alcohol was used in sterilizing the skin surface, needle, or syringe; then draw two tubes of venous blood from subject and upon completion of obtaining the specimen, slowly invert blood collection tube(s) several times to distribute the sodium fluoride/potassium oxalate preservative.
5. Complete blood specimen label(s) by entering name of subject, date and time of blood collection, and your name in ink.
6. In the presence of subject, hand tube(s) of blood and label(s) to law enforcement officer for signing, packaging, and transfer to the laboratory.