

MEMORANDUM OF UNDERSTANDING FOR EMERGENCY MEDICAL SERVICES (EMS)

This Memorandum of Understanding ("MOU") is entered into as of **April 27, 2026**, by and between:

Vienna Township, a **Township** organized under the laws of the State of Michigan, located at **3400 West Vienna Street, Clio, MI 48420** ("Municipality"),

and

Mobile Medical Response, a corporation licensed and authorized to provide emergency medical services in the State of Michigan, and in the Medical Control Authority ("MCA") governing EMS within the geographical boundaries of the Municipality, with principal offices at 834 S. Washington Avenue, Saginaw, MI 48601 ("Provider").

1. PURPOSE

The purpose of this MOU is to establish the terms and conditions under which Provider shall furnish Emergency Medical Services ("EMS") within the geographic boundaries of the Municipality, ensuring timely, professional, and medically appropriate prehospital care.

2. TERM

This MOU shall commence on **April 27, 2026**, and remain in effect until **April 27, 2029**, unless earlier terminated as provided herein. This MOU may be renewed upon mutual written agreement of the parties.

3. SCOPE OF SERVICES

Provider agrees to:

- a. Deliver Basic Life Support (BLS) and/or Advanced Life Support (ALS) services as specified herein.
- b. Respond to emergency medical calls within the Municipality on a 24-hour, 7-day-per-week basis.
- c. Maintain staffing, equipment, and licensure in compliance with all applicable federal, state, and local laws, including Michigan EMS regulations.
- d. Provide transport to appropriate medical facilities as medically necessary.
- e. Participate in mutual aid agreements when requested and appropriate.

- f. Coordinate with local fire, police, and emergency management agencies.

4. RESPONSE TIMES

- a. Provider shall maintain an average response time of 8 minutes 59 seconds for emergency calls, measured from dispatch to arrival on scene.
- b. Response time benchmarks shall be reviewed quarterly.
- c. Repeated failure to meet response standards may constitute a material breach of this MOU.

5. DISPATCH AND COMMUNICATIONS

- a. All EMS calls shall be dispatched through **Genesee County Central Dispatch**.
- b. Provider shall maintain interoperable communications with Municipality public safety agencies.
- c. Provider shall comply with all dispatch protocols and medical priority dispatch systems in use.

6. MEDICAL CONTROL

- a. Provider shall operate under the authority of the applicable Medical Control Authority (MCA) as required by Michigan law.
- b. All personnel shall comply with MCA protocols, standing orders, and quality assurance requirements.
- c. Provider shall participate in MCA quality improvement programs.

7. PERSONNEL AND TRAINING

- a. Provider shall employ licensed EMTs, paramedics, and other personnel as required.
- b. All personnel shall maintain current certifications and continuing education.
- c. Provider agrees to conduct regular training, including joint training with Municipality emergency personnel when requested.

8. EQUIPMENT AND VEHICLES

- a. Provider shall maintain all ambulances and equipment in compliance with Michigan Department of Health and Human Services (MDHHS) standards.

- b. Vehicles shall be properly licensed, inspected, and equipped for EMS operations.
- c. Provider shall ensure adequate backup units are available.

9. COMPENSATION

Fee-for-Service Model

Provider shall bill patients and/or insurers directly for services rendered. The Municipality shall not be responsible for payment, unless otherwise agreed.

10. INSURANCE AND INDEMNIFICATION

- a. Provider shall maintain the following insurance:
 - Commercial General Liability: \$1,000,000 per occurrence
 - Professional Liability (Malpractice): 1,000,000
 - Automobile Liability: \$1,000,000
 - Workers' Compensation: Statutory limits
- b. Provider agrees to indemnify and hold harmless the Municipality from claims arising out of Provider's negligence or misconduct. The Municipality agrees to indemnify and hold harmless the Provider from claims arising out of the Municipality's negligence or misconduct.
- c. Provider agrees to indemnify and hold harmless Genesee County 911 consortium from any and all claims arising out of Genesee County 911 Consortium's compliance with this Agreement.

11. COMPLIANCE WITH LAWS

Provider shall comply with all applicable laws, including but not limited to:

- Michigan Public Health Code (EMSA provisions)
- HIPAA and patient privacy laws
- OSHA requirements
- Local ordinances

12. DATA REPORTING AND PERFORMANCE METRICS

- a. Provider shall submit regular reports including:
 - Response times
 - Call volumes
 - Patient outcomes (as permitted by law)

- b. Municipality may review performance and request corrective action if necessary.

13. MUTUAL AID AND DISASTER RESPONSE

Provider agrees to:

- a. Participate in regional mutual aid systems.
- b. Assist in disaster or mass casualty incidents.
- c. Coordinate with emergency management plans of the Municipality.

14. TERMINATION

- a. Either party may terminate this MOU with **30** days written notice.
- b. Immediate termination may occur for:
 - Loss of licensure
 - Gross negligence or misconduct
 - Failure to meet material obligations

15. EXCLUSIVITY

This MOU is exclusive within municipal boundaries.

16. DISPUTE RESOLUTION

Disputes shall be resolved through good-faith negotiation. If unresolved, parties may pursue mediation or legal remedies in a court of competent jurisdiction in the State of Michigan.

17. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Michigan.

18. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

19. AMENDMENTS

This MOU may only be amended in writing, signed by both parties.

20. SIGNATURES

Vienna Township

By: _____

Name/Title: _____

Date: _____

Mobile Medical Response

By: _____

Name/Title: _____

Date: _____

Genesee County 911 Consortium

By: _____

Name/Title: _____

Date: _____